#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	May 16, 2017	[x] Consent	[ ] Regular
Department:		[ ] Public Hearing	[ ] Workshop
	Information Systems Ser Information Systems Ser		

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to Agreement R2013-0080, as amended, for network services with Early Learning Coalition of Palm Beach County, Inc. (ELC).

**Summary:** The ELC has an existing network services Agreement, as amended, for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This Third Amendment removes their Belle Glade location and reduces network services fees, effective October 1, 2016. The ELC will reimburse the County a one-time partial installation cost of \$1,003.77 with the revised annual service revenue (net) of \$1,500 for FY 2017 and succeeding years. The Florida LambdaRail LLC has approved the connection of ELC to the Florida LambdaRail network. Districts 3 & 6 (PFK)

#### **Background and Justification:**

The ELC is a non-profit organization committed to providing comprehensive, highquality early learning environments that benefit children and families.

The agreement to connect ELC's Belle Glade site and other sites was established on September 22, 2015 for an annual payment of \$1,500. The ELC subsequently decided to discontinue services for the Belle Glade location. Under the existing agreement, the County will continue to provide internet service to ELC's Boynton Beach location.

Since 2008, the Board of County Commissioners has approved service agreements with more than 40 government, education and non-profit organizations. A majority of these agreements provide access to the Florida LambdaRail network and commodity pricing for internet access, which reduces the costs and increases network bandwidth for the County and all interconnected organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

A list of all existing ISS service agreements with external agencies is included as Attachment 3.

#### Attachments:

- 1. Third Amendment with Early Learning Coalition of Palm Beach County, Inc. (3 originals)
- 2. Copy of Agreement R2013-0080 dated 1/15/2013, First Amendment R2014-0542 dated 4/15/2014 and Second Amendment R2015-1312 dated 9/22/2015

Baker

3. ISS Service Agreements with External Agencies

Recommended by: <u>Steve Bordelon</u> Department Director

4 - 14 - 2017 Date

Approved by:

**County Administrator** 

5/3/17

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact

<b>Fiscal Years</b> Capital Expenditures Operating Costs	<b>2017</b> \$1,004 0	<b>2018</b> 0 0	2019 0 0	<u>2020</u> 0 0	<u>2021</u> 0 0
External Revenues Program Inc (County) In-Kind Match (County)	<u>(\$2,504)</u> <u>0</u> <u>0</u>	<u>(\$1,500)</u> <u>0</u> <u>0</u>	<u>(\$1,500)</u> <u>0</u> <u>0</u>	<u>(\$1,500)</u> <u>0</u> <u>0</u>	<u>(\$1,500)</u> <u>0</u> <u>0</u>
NET FISCAL IMPACT	<u>\$(1,500)</u>	<u>\$(1,500)</u>	<u>\$(1,500)</u>	<u>\$(1,500))</u>	<u>\$(1,500)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budge	t	Yes X	No		
Expenditure Budget Number: Fur Revenue Budget Number: Fu		Dept <u>491</u> Dept <u>490</u>	Unit <u>134</u> Unit <u>130</u>		

\*The Third Amendment effective date is October 1, 2016.

# **B. Recommended Sources of Funds / Summary of Fiscal Impact**

The original Inter-Local Agreement specified \$2,100 in revenue for FY 2017 and succeeding years. The ELC will reimburse the County for the costs of a one-time partial installation and removal of equipment fee of \$1,003.77 in FY 2017 for work completed prior to the cancellation of network services for this location. The removal of ELC's Belle Glade location decreases the County's annual revenues from \$2,100 to \$1,500 in FY 2017 and succeeding years.

# C. Department Fiscal Review:

# III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

OFMB

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

**Department Director** 

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

L su Contract Administration

#### THIRD AMENDMENT

#### To the Agreement with Palm Beach County and Early Learning Coalition of Palm Beach County, Inc. (R2013-0080)

**THIS AMENDMENT** is made and entered into \_\_\_\_\_\_ 2017, by and between the Early Learning Coalition of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0974035, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2013-0080** dated January 15, 2013, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

#### Item #1:

# Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To remove Belle Glade location for network services, effective October 1, 2016; and replace the billing matrix with the following:

Non-Profit Organization Network Services and Billing Matrix						
Location	Service Start Date	Band- width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2300 High Ridge Road, Suite 115, Boynton Beach, FL 33426	3/1/2013	10Mb	\$821.58*	\$50	\$75	\$1,500
401 SE 2 <sup>nd</sup> Street, Belle Glade, FL 33430	Cancelled Dec 2015	N/A	\$1003.77**	<b>\$</b> 0	\$0	\$O
TOTALS			\$1,825.35	\$50	\$75	\$1,500

Explanation of Charges:

\*<u>Installation Charges</u> – This is a billable cost. The work has been completed and the Non-Profit Organization has paid in full the amount of \$821.58 under R2013-0080 dated 1/15/2013.

\*\*<u>Installation Charges</u> – This is the final cost of partial installation then removal of equipment after Belle Glade location was cancelled, it has been billed to the Non-Profit Organization as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost and

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labor to County of the equipment installed and then removed.

<u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services, effective October 1, 2016.

<u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Non-Profit Organization to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Non-Profit Organization (see Sub-section N1. - Cost Components below).

<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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**IN WITNESS WHEREOF,** the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By:

Paulette Burdick, Mayor

(SEAL)

By:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

**Deputy Clerk** 

By:

APPROVED AS TO TERMS AND CONDITIONS

By: <u>Stive Bordelon</u> Steve Bordelon, Director, ISS

Early Learning Coalition of Palm Beach County, Inc.

**ATTEST:** 

By: Warren Eldridge, CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Andre S. Parke, Legal Counsel

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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY Agenda Item #: 3U-2

R-2013-0080

15V7-0

Meeting Date:	January 15, 2013	[x] Consent	[] Regular [] Workshop
Department:		[]	
	Information Systems Information Systems		

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to:

- Approve the Agreement with the Early Learning Coalition of Palm Beach County (Coalition) to connect their office to the Palm Beach County (County) Regional Network at an estimated net first year revenue of \$2,340, for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party.
- **B.** Authorize the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to maximum total revenue of \$50,000 per Task Order.

**Summary:** The Coalition wishes to connect to the County Regional Network in order to receive broadband Internet access at the stated monthly rates. The County's Information Systems Services (ISS) Department will be responsible for providing Internet access via the County's connection to the Florida LambdaRail (FLR). The County will not incur any costs associated with this project other than staff time involved in planning and managing the project. This agreement is similar to existing network service agreements with other non-profit organizations, municipalities and other public sector organizations. ISS has received approval from the FLR for the Coalition to be connected to the Palm Beach County fiber network and gain access to the FLR for either Internet or transport purposes. District 3 (PFK)

#### **Background and Justification:**

Since 2008, the Board of County Commissioners has approved network services agreements with more than 40 government, education and non-profit organizations. Most of these agreements enable access to the Florida LambdaRail commodity pricing for Internet services and economical access to Disaster Recovery facilities. This Agreement will enable the Coalition to join the other non-profit organizations and municipalities that have elected to enter into network sharing agreements with the County. These agreements offer the benefits of reduced costs and increased network bandwidth for agencies connecting to the County network. Agreements for shared services currently generate more than \$500,000 in annual revenues which help offset the County's costs of providing network services. Such collaborative projects support the more efficient utilization of taxpayer-funded resources.

## Attachments:

- 1. Original Agreement and Exhibit A (3 copies)
- 2. List of Agreements for Shared Services

Recommended by:	Steve Borde Con	12-12-12
	Department Director	Date
Approved by:	onen	1-26-12
v ibbioiog wy,	County Administrator	Date

Re: Palm Beach County ISS Services

R 2 0 1 3 100 80 Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ JAN 1 5. 2013 \_\_\_\_\_, 2012, by and between the Early Learning Coalition of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0974035, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

#### WITNESSES THAT:

**WHEREAS**, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

WHEREAS, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden born by both the County taxpayers and Non-Profit Organization funders; and

WHEREAS, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their use by each organization.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

#### Section 1 Purpose

The purpose of this Agreement is to provide IT services to the Non-Profit Organization for the purposes described in the attached Exhibit(s).

#### Section 2 Approval

The County approves of the Non-Profit Organization's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit(s).

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fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Non-Profit Organization.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

#### Section 8 Insurance

- A. The Non-Profit Organization shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The Non-Profit Organization shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Non-Profit Organization are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Non-Profit Organization under the agreement.
- B. Commercial General Liability: The Non-Profit Organization shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the County's Risk Management Department. The Non-Profit Organization shall provide this coverage on a primary basis.
- C. Additional Insured: The Non-Profit Organization shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read:

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- G. <u>Umbrella or Excess Liability.</u> The Non-Profit Organization may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. The Non-Profit Organization agrees to endorse County as an <u>"Additional Insured"</u> on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. Right to Review: The County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the Non-Profit Organization and the County authorize its continuation and associated funding to repair or restore the affected area(s).

#### Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement

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# Section 12 Entire Agreement

This Agreement represents the entire agreement between the Non-Profit Organization and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the Non-Profit Organization and the County and their respective successors and assigns.

#### Section 13 Filing

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

# Section 14 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

#### Section 15 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

#### Section 16 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

#### Section 17 Subject to Funding

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Agreement with Palm Beach County and the Early Learning Coalition of Palm Beach County, Inc.

Re: Palm Beach County ISS Scrvices

ATTEST:

22013 0080 JAN 15.2013 Palm Beach County, By Its

Chair

Sharon R. Bock, Clerk & Comptroller **Board of County Commissioners** By: **Bv** 

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

APPROVED AS TO TERMS AND CONDITIONS

Heve / Lorde (on Steve Bordelon, Director, ISS By:

Abrams

Early Learning Coalition of Palm Beach County, Inc.

By

Christina Worley, **Interim Board Chair** 

Witness:

<u>'OKLD</u> (OWHNIK WALTER'S (Signature), (Printed Name) By:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Ele Zachariades, Legal Counsel

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Should ISS perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that ISS's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the Non-Profit Organization's buildings or facilities connected to the County network. ISS will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by ISS shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and ISS routers installed at the Non-Profit Organization. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting ISS to perform maintenance or restoration on Non-Profit Organization owned electronics or other equipment.

ISS shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. ISS shall abide by agreed upon security requirements of the Non-Profit Organization. In the event that an outside contractor is needed, ISS shall select, supervise, and coordinate with the contractor to complete the repair.

#### Section C: <u>Network Equipment Ownership</u>

The County, as represented by ISS, shall own all of its network equipment and assets. The Non-Profit Organization shall continue to maintain ownership of its current network assets. Only ISS is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.

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#### Section F: <u>Network Interferences</u>

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, ISS may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. ISS shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

#### Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the Non-Profit Organization or the County, the owning party shall determine if the cable will be repaired or replaced.

#### Section H: <u>Network Security</u>

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

# Section I: Description of Services

# A. Baseline services from the County through ISS will include:

- 1. ongoing maintenance of connectivity to the demarcation point(s);
- central network security at the ISS router port that feeds the Non-Profit Organization network router connection;

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The Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Non-Profit Organization owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites indentified by the Non-Profit Organization. The Non-Profit Organization shall be responsible for all reasonable costs associated with requested changes to network services approved by ISS, which approval shall not be unreasonably withheld.

- 9. providing, at its expense, the following equipment and facilities at each Non-Profit Organization owned building (if required):
  - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit Organization's site.
  - <sup>b</sup> The Non-Profit Organization shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
- 10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
- 11. promptly paying for ISS's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

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shall call the Non-Profit Organization to report any emergency that requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

ISS shall supply the Non-Profit Organization with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit Organization by ISS must be fingerprinted and shall be subjected to a "background check". All of ISS's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

ISS represents that it has verified that neither ISS nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Non-Profit Organization owned buildings under the Agreement.

#### Section M: Issue Escalation Contacts

#### Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Michael Butler, Director of ISS Network Services 561-355-4601 (office) 561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS 561-355-3956 (office) 561-722-3349 (cell)

Steve Bordelon, Director of ISS 561-355-2394 (office) 561-386-6239 (cell)

#### **Non-Profit Organization Information Services**

Jose Abreu, Data and Technology Director Cell Phone: 561-317-9784 Office Phone: 561-214-7430

Christie Young, Chief Operating Officer Office Number: 561-214-7424

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# N1. <u>Cost Components</u>

The monthly FLR fee identified above includes direct costs incurred by ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments.

# N2. Billing and Payment

The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within forty-five (45) days of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

# Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-toexceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

#### Section P: <u>Annual Review of Fees and Charges</u>

ISS reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

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#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONER AGENDA ITEM SUMMARY

IS	MBI	PB	7-0
R	-2014-		_

] Regular ] Workshop

Agenda Item #: 3U-4

Meeting Date: Department:	April 15, 2014	[x] Consent [ ] Public Hearing		[ [
Submitted by: Submitted for:	Information Systems Se Information Systems Se		١	

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Amendment to the Agreement R2013-0080 with the Early Learning Coalition of Palm Beach County, Inc. (ELC).

**Summary:** The ELC has an existing agreement with Palm Beach County for Network Services (R2013-0080) and wishes to amend this agreement to include current contract standards and reduce their monthly internet fees. The ELC's monthly network services costs will decrease from \$195 to \$186. The County's revised annual revenue in FY 2014 is \$2,268. The Florida LambdaRail LLC has approved connection of ELC to the Florida LambdaRail network. <u>District 3</u> (PFK)

**Background and Justification:** The Board of County Commissioners approved this internet fee reduction to our ISS Monthly Rate Sheet for Network Services on January 14, 2014. ISS has notified each external agency whose agreement was affected by this rate change that their monthly internet rate reduction was effective February 1, 2014. ISS is delaying the second quarter billings for these agencies until their amendment for this monthly rate adjustment has been approved and executed.

Our goal is to establish and provide the lowest competitive pricing for the County Network Services provided to our external agencies, including the reduction of internet fees when the County's costs are reduced.

Early Learning Coalition is a non-profit organization committed to providing comprehensive, highquality early learning environments that benefit children and families. This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

These rates will be applicable to all future agreements for internet network services. Existing agreements may be amended in the future by ISS to incorporate a new exhibit for these services.

#### Attachments:

- 1. First Amendment with Early Learning Coalition of Palm Beach County, Inc. (3 originals)
- 2. Copy of Agreement R2013-0080 with Early Learning Coalition of Palm Beach County, Inc.
- 3. ISS Service Agreements with External Agencies

Recommended by:	Steve Bordelon	3-14-14
	Department Director	Date
Approved by:	hour	2/2/4
	County Administrator	Date

# R2014\*0542

#### FIRST AMENDMENT

#### To the Agreement with Palm Beach County and Early Learning Coalition of Palm Beach County, Inc. (R2013-0080)

THIS AMENDMENT is made and entered into \_\_\_\_\_\_ APR 1 5 2014 \_\_\_\_\_ 2014, by and between the Early Learning Coalition of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0974035, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement R2013-0080 dated January 15, 2013 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

#### Item #1:

#### Agreement, Section 8: Insurance. Replace entire section with the following:

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

#### Item #2:

# Agreement, Section 11: Notice. Replace Non-Profit Organization section with the following:

Attention:	Warren Eldridge, Chief Executive Officer
	Early Learning Coalition of Palm Beach County, Inc.
	2300 High Ridge Road, Suite 115
	Boynton Beach, FL 33426
	(Telephone: 561-214-7433)
With a copy to:	Andre S. Parke
	Sachs Sax Caplan
	6111 Broken Sound Parkway, NW
	Suite 200
	Boca Raton, FL 33487
	(Telephone: 561-994-4499)

#### Item #7:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To reduce internet fees effective February 1, 2014 and replace the billing matrix with the following:

Non	-Profit Orga	mization	n Network Se	rvices and	Billing Matri	x
Location	Service Start Date	Band- width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2300 High Ridge Road, Suite 115, Boynton Beach, FL 33426	3/1/2013	3Mb	\$821.58	\$86	\$100	\$2,232
TOTALS			\$821.58	\$86	\$100	\$2,232

#### **Explanation of Charges:**

<u>Installation Charges</u> – This is a billable cost. The work has been completed and the Non-Profit Organization has paid in full the amount of \$821.58 under R2013-0080 dated 1/15/2013.

<u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services.

<u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Non-Profit Organization to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Non-Profit Organization (see **Sub-section N1. - Cost Components** below).

<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-<u>Profit Organization</u>.

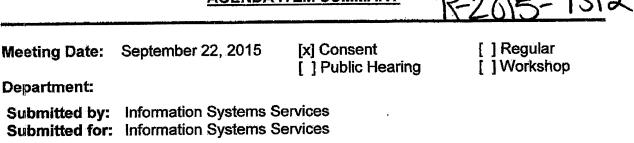
#### Item #8:

#### Exhibit A, Section Q: Insurance. Add entire section as follows:

This section does not apply to Network Services.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY



# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Agreement R2013-0080, as amended, for network services with Early Learning Coalition of Palm Beach County, Inc. (ELC).

Summary: The ELC has an existing network services Agreement, as amended, for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This Second Amendment adds a Belle Glade location and reduces network services fee for their Boynton Beach location, effective October 1, 2015 based on the recently approved fee structure. The ELC will reimburse the County a one-time installation cost estimated at \$1,375; the revised total annual service revenue is \$2,400 for FY 2016 and succeeding years, a net increase of \$168. The Florida LambdaRail LLC has approved connection of ELC to the Florida LambdaRail network. Districts 3 & 6 (PFK)

Background and Justification: On September 1, 2015, the Board of County Commissioners approved a rate reduction for ISS Network Services provided to non-County agencies. The revised rates will take effect on October 1, 2015. Our goal is to establish and provide the lowest competitive pricing for the County Network Services provided to our external agencies.

These rates will be applicable to all future agreements for network services. Existing agreements may be amended in the future by ISS to reflect the revised rates.

ELC is a non-profit organization committed to providing comprehensive, high-quality early learning environments that benefit children and families. Since 2008, the Board of County Commissioners has approved network services agreements with more than 35 government, education and non-profit organizations. These agreements provide access to the Florida LambdaRail and commodity pricing for internet access, which reduces the costs and increases network bandwidth for the County and all interconnected organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

#### Attachments:

- 1. Second Amendment with Early Learning Coalition of Palm Beach County, Inc. (3) originals)
- 2. Copy of Agreement R2013-0080 dated 1/15/2013 and First Amendment R2014-0542 dated 4/15/2014
- 3. ISS Service Agreements with External Agencies

Recommended by:

Steve / Sorde Con

Agenda Item #: 3U

**Department Director** 

Approved by:

County Administrator

# R201511312 second amendment

#### To the Agreement with Palm Beach County and Early Learning Coalition of Palm Beach County, Inc. (R2013-0080)

**THIS AMENDMENT** is made and entered into \_\_\_\_\_\_\_\_ **SEP 2 2 ZUI5** \_\_\_\_\_\_ 2015, by and between the Early Learning Coalition of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0974035, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement R2013-0080 dated January 15, 2013, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

#### Item #1:

3

#### Exhibit A, Section M: Non-Profit Organization Information Services. Replace entire section with the following:

Luis E. Mena, IT Director 561-231-5572 (office) luis.mena@elcpalmbeach.org

Christie Young, Chief Operating Officer 561-214-7424 (office)

#### Item #2:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To reduce existing network service fees effective October 1, 2015, add a new Belle Glade location for network services, and replace the billing matrix with the following:

Page 1 of 3

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above. R2015 11312 SEP 2 2 2015

AMULIU

ATTEST:

By:

Palm Beach County, By Its **Board of County Commissioners** 

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney

Sharon R. Bock, Clerk & Comproller

APPROVED AS TO TERMS AND CONDITIONS

By:

ve Bordelon, Director, ISS

Early Learning Coalition of Palm Beach County, Inc.

ATTEST:

By: Warren Eldridge, CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Andre S. Parke, Legal Counsel

Page 3 of 3

# **Municipalities**

- 1. Atlantis
- 2. Boynton Beach
- 3. Delray Beach
- 4. Greenacres
- 5. Jacksonville
- 6. Juno Beach
- 7. Jupiter
- 8. Lake Clarke Shores
- 9. Lake Worth

#### **Educational Institutions**

- 1. Early Learning Coalition
- 2. Florida Atlantic University
- 3. Lake Worth Christian School
- 4. Learning Excellence (Imagine) School
- 5. Oxbridge Academy
- 6. Palm Beach State College
- 7. School Board of Palm Beach County

#### **Non-Profit Organizations**

- 1. Alzheimer's Community Care
- 2. ARC of Palm Beach County
- 3. Boca Raton Regional Hospital
- 4. Center for Family Services
- 5. Career Source (Workforce Alliance)
- 6. Families First of PBC
- 7. Jewish Federation of Palm Beach County

# **Other Taxing Authorities**

- 1. Children's Services Council
- 2. Health Care District
- 3. Lake Worth Drainage District
- 4. Loxahatchee River Environmental Control District
- 5. Seacoast Utility Authority
- 6. South Florida Water Management District
- 7. Government of U.S. Virgin Islands

- 10. Lantana
- 11. Orange County
- 12. Palm Beach
- 13. Palm Beach Gardens
- 14. Palm Springs
- 15. Riviera Beach
- 16. Village of Royal Palm Beach
- 17. West Palm Beach

- 8. Kravis Center
- 9. Lupus Foundation of America
- 10. Lutheran Services Florida
  - 11. Max Planck Florida Corporation
  - 12. Nonprofits First
  - 13. Prime Time
  - 14. South Florida Fair