

Submitted for: Information Systems Services

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$12,745	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$13,120)	(\$1,500)	(\$1,500)	(\$1,500)	(\$1,500)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	(\$375)	(\$1,500)	(\$1,500)	(\$1,500)	(\$1,500)

Additional FTE
Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds. yes No X
 Expenditure Budget Number: Fund 3901 Dept 491 Unit 1346 Object 4674
 Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes a July 1, 2018 start date for the Agreement.

B. Recommended Sources of Funds / Summary of Fiscal Impact

This Agreement includes a one-time estimated installation fee of \$12,745 and a \$375 increase in revenue for FY 2018 (July – September 2018). The total annual projected revenue is \$1,500 for succeeding fiscal years.

C. Department Fiscal Review: [Signature] 5/23/18

III. REVIEW COMMENTS

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

[Signature] 5/25/18 [Signature] 6/14/18
 OFMB 5/24 8/5/23 Contract Administration 6/4/18
 8/24

B. Legal Sufficiency:

[Signature] 6/5/18
 Assistant County Attorney

C: Other Department Review:

 Department Director

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

Agreement with Palm Beach County and the Community of Hope, a United Methodist Congregation, Inc.
Re: Palm Beach County ISS Services

Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this _____ day of _____, 2018, by and between the Community of Hope, a United Methodist Congregation, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0693910, ("Community of Hope"), and Palm Beach County ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners.

WITNESSETH 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 Community of Hope sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Community of Hope funders; and

WHEREAS, in recognizing these facts, the Community of Hope 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 Community of Hope for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the Community of Hope’s participation in the use of the County’s IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the Community of Hope by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Community of Hope in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Community of Hope shall not share or resell any portion of the County's IT infrastructure or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

County reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to Community of Hope. Community of Hope may terminate this Agreement for cause upon thirty (30) days' notice to County. The parties acknowledge that Community of Hope shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Section 7 Indemnification and Hold Harmless

The Community of Hope shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or the acts or omissions of the Community of Hope.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County 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

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

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 Community of Hope and the County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: **COMMUNITY OF HOPE:**

Attention: Jim Feyas, President
Community of Hope, a United Methodist Congregation, Inc.
14055 Okeechobee Boulevard
Loxahatchee, FL 33470
(Telephone: 561-753-8883)

With a copy to: Todd M. Krajewski, Executive Director of Church Administration
Community of Hope, a United Methodist Congregation, Inc.
14055 Okeechobee Boulevard
Loxahatchee, FL 33470
(Telephone: 561-403-1650)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 11 Entire Agreement

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 12 [Omitted]

Section 13 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 14 Binding Agreement

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

Section 15 Subject to Funding

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 16 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Community of Hope further warrants and agrees that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in its performance of this Agreement.

Section 17 Audit and Public Records

Community of Hope acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. Community of Hope shall maintain records, documents and other evidence to sufficiently establish that funds have been allocated in accordance with this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, Community of Hope shall continue to maintain and preserve the records until the resolution of the inquiry, investigation,

audit or litigation. The County has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Section 18 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Community of Hope, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 19 Regulations, Licensing Requirements

The Community of Hope shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Community of Hope is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 20 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 21 Agency

Nothing contained herein is intended to nor shall create an agency relationship between the County and Community of Hope. Community of Hope is an independent contractor and not an agent or servant of County.

Section 22 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by Community of Hope, without the prior written consent of the County.

Section 23 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 24 Waiver

If the County shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 25 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the County and Community of Hope have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

(SEAL)


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Steve Bordelon, CIO, ISS

Community of Hope, a United Methodist Congregation, Inc.

By: 
Jim Feyas, President

Witness:

By: 
(Signature)

TODD M. KRAJEWSKI
(Printed Name)

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Community of Hope, a United Methodist Congregation, Inc. ("Community of Hope") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Community of Hope in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

Network services must be approved by both County and the Community of Hope if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

County shall provide the Community of Hope with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The County shall be responsible for the routine, day-to-day management of the County network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both the County and Community of Hope owned facilities. The Community of Hope shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the Community of Hope.

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

Maintenance and restoration work provided by the County 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 the County routers installed at the Community of Hope. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Community of Hope 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 the County to perform maintenance or restoration on Community of Hope owned electronics or other equipment.

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

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The Community of Hope shall continue to maintain ownership of its current network assets. Only the County 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 the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should the Community of Hope receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County.

Section D: Network Connection

The Community of Hope will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Community of Hope shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Community of Hope proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Community of Hope require the network to be upgraded, the Community of Hope shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Community of Hope and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Community of Hope or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Community of Hope. However, should any equipment owned by the Community of Hope render any harmful interference to the County's network equipment, The County may disconnect any or all Community of Hope owned network connections after informing the Community of Hope'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. The County 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 Community of Hope or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County 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 will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Community of Hope network router connection;

If necessary, security may shut down the Community of Hope's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on the County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. Community of Hope Responsibilities will include:

1. all intra-building network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for the Community of Hope owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the Community of Hope technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Community of Hope.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The Community of Hope will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Community of Hope owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The Community of Hope 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 identified by the Community of Hope. The Community of Hope shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each Community of Hope 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 Community of Hope's site.

The Community of Hope 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 the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Service

The County will provide the Community of Hope with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the

right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Community of Hope.

In the event that Network availability is documented by the County and declared by the Community of Hope to be less than 99.9% for two (2) consecutive months, the Community of Hope shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the Community of Hope's IT support staff. If the Community of Hope's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Community of Hope will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Community of Hope is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Community of Hope designee as to the time of any planned maintenance, repair, or installation work. However, the Community of Hope shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all County personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the County's representative shall call the Community of Hope to report any emergency that requires access to any Community of Hope owned facility. The Community of Hope shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The

County shall supply the Community of Hope with a list of authorized County employees who will carry in their possession badges for identification purposes.

County represents that it has verified that neither the County 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 Community of Hope 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)

Archie Satchell, Deputy Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

Community of Hope Information Services

Todd M. Krajewski, Executive Director of Church Administration
561-403-1650 (office)
561-889-6679 (cell)
Todd@communityofhope.church

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County’s network services provided to the Community of Hope.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Community of Hope’s building. The Community of Hope will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under “Installation Charges”.

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Community of Hope quarterly.

Community of Hope Network Service and Billing Matrix						
Location	Service Start Date	Type Service	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Community of Hope, 2341 S. Military Trail, West Palm Beach, FL 33415	6/1/2018	10Mb	\$1,500	\$50	\$75	\$1,500
	6/1/2018	internal cabling	\$11,245	\$0	\$0	\$0
TOTALS			\$12,745	\$50	\$75	\$1,500
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the Community of Hope as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by Community of Hope based on the County Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Community of Hope 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 Community of Hope (see Sub-section N1. - Cost Components below.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by Community of Hope.</p>						

The County has received approvals from the FLR for the Community of Hope to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

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

N2. Billing and Payment

The County shall submit quarterly invoices to the Community of Hope which shall include a reference to this Agreement and identify the amount due and payable to the County. Payments shall be remitted within the timeframe specified by the County.

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the Community of Hope 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-to-exceed 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 Community of Hope is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Community of Hope. The Community of Hope agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County 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.

Section Q: Insurance

This section does not apply to Network Services.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Community of Hope, a United Methodist Congregation, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COMMUNITY OF HOPE, A UNITED
METHODIST CONGREGATION, INC.

COUNTY ATTORNEY

Name, Title



Joseph A. Lazor, CGEIT, CISM, ITIL v⁽³⁾ F
Chief Executive Officer
Joseph.lazor@flmet.org

May 22, 2018

Mr. Michael Butler
Director of Network Services, Palm Beach County
West Palm Beach, FL 33401

Subject: Authorized Use of the Palm Beach County Network as a Florida LambdaRail Associate

Dear Mike,

In accordance with the provisions provided for in the connection agreement R-2014-0851, effective June 3, 2014, Florida LambdaRail and Palm Beach County (the parties) both understand and agree that the Associate (Palm Beach County) will utilize its connection to provide connectivity to the FLR network.

As an Associate, Palm Beach County, shall be authorized to provide connectivity to the FLR network, through its fiber network to any of the municipalities incorporated within Palm Beach County or any other person or entity (hereinafter referred to as "Third Party Connections") which meet the criteria for non-equity participants in FLR. Such criteria being that a potential non-equity participant must meet one of the following condition: (i) the potential participant is an educational institution (i.e. private, non-profit educational institution, Florida public university, community college, for profit college, or public/private school; (ii) the potential participant is in collaboration with other FLR non-profit participants in support of research education or 21st century economy initiatives; (iii) the potential participant is teaming with an Equity Partner or Affiliate in research or 21st century economy initiatives; (iv) the potential participant facilitates connecting other State of Florida government entities that do not conflict with the purpose of FLR; (v) providing such service does not jeopardize FLR's not for profit status and have been approved by FLR.

Please accept this letter as authorization for Palm Beach County (an FLR Associate) to connect the Community of Hope to the FLR network.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph A. Lazor", written over a horizontal line.

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail

ISS Service Agreements with External Agencies as of April 4, 2018
47 Agreements
42 Network Connections

Municipalities

- | | |
|--|---|
| 1. Atlantis | 10. Lantana |
| 2. Boynton Beach | 11. Orange County |
| 3. Delray Beach | 12. Palm Beach (Network, Scanning) |
| 4. Greenacres | 13. Palm Beach Gardens |
| 5. Jacksonville (not connected to Network) | 14. Palm Springs |
| 6. Juno Beach | 15. Riviera Beach |
| 7. Jupiter | 16. Village of Royal Palm Beach |
| 8. Lake Clarke Shores | 17. West Palm Beach (Network, Digital Divide, Pole ATT & Power) |
| 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

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|---|------------------------------------|
| 1. ARC of Palm Beach County | 7. Kravis Center |
| 2. Boca Raton Regional Hospital | 8. Lupus Foundation of America |
| 3. Center for Family Services | 9. Lutheran Services Florida |
| 4. Career Source (Workforce Alliance) | 10. Max Planck Florida Corporation |
| 5. Families First of PBC | 11. Nonprofits First |
| 6. Jewish Federation of Palm Beach County | 12. Prime Time |
| | 13. South Florida Fair |

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 (not connected to Network)
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