PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2019 [x] Consent [ ] Regular [ ] Public Hearing [ ] Workshop

Department:

Submitted by: Information Systems Services (ISS)
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A. **Approve** replacement Interlocal Agreement for application hosting services with the City of Jacksonville effective September 1, 2018 for an annual revenue total of $4,145; and

B. **Authorize** the County Administrator or designee, to approve and execute Task Orders associated with these services, up to a maximum dollar value of $50,000 per Task Order.

Summary: The City of Jacksonville Interlocal Agreement with Palm Beach County (R2015-1154) to lease a version of the County's Inspector General Information Management System (IGIMS) hosted on Palm Beach County servers expired on August 31, 2018. The County recommends approving a new Agreement for three (3) years effective September 1, 2018, which includes updated contract terms to provide application hosting services to the City of Jacksonville. It will generate $4,145 in annual revenues to the County. Countywide (DB)

Background and Justification: The County's Information Systems Services (ISS) Department developed an Inspector General application following the establishment of an Inspector General function in Palm Beach County. In 2015, the Inspector General for the City of Jacksonville contacted ISS and expressed interest in utilizing Palm Beach County's IGIMS application. It is being utilized "as is" by the City of Jacksonville with only minor changes for organizational branding. The host server maintained by ISS has sufficient capacity to continue to accommodate the application and database on behalf of the City of Jacksonville, therefore no on-going costs are incurred by ISS to host this application.

Since 2008, the Board of County Commissioners has approved more than 40 shared services agreements with government, education and non-profit organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources. All existing ISS service agreements with external agencies are listed in Attachment 3.

Attachments:

1. Interlocal Agreement with City of Jacksonville (4 originals)
2. Copy of expired Interlocal Agreement R2015-1154
3. ISS Service Agreements with External Agencies

Recommended by: _____ 2/11/2019
Department Director — Date

Approved by: _____ 2/25/19
County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	$0	0	0	0	0
Operating Costs	$0	0	0	0	0
External Revenues	($4,145)	($4,145)	($3,800)	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	**($4,145)**	**($4,145)**	**($3,800)**	**0**	**0**
# 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

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes an effective date of September 1, 2018 for the Interlocal Agreement and expiration date of August 30, 2021.

B. Recommended Sources of Funds / Summary of Fiscal Impact

FY 2021 revenue of $3,800 is calculated as 11 months @ $345.42 per month.

C. Department Fiscal Review: 2/11/19

III. REVIEW COMMENTS

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

2/14/19
2/12/19 2/13 OFMB 2/14

2/21/19
Contract Administration
2/21/19

B. Legal Sufficiency:

2/25/19
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 City of Jacksonville
Re: Palm Beach County ISS Services

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____day of _____, 2019, by and between City of Jacksonville ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its 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 LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Section 2 **Approval**

The COUNTY approves of the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly 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 three (3) years from the effective date of this Agreement. The effective date is September 1, 2018.

Section 5 **Resale of IT Services**

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for cause upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Section 7 **Potential for Unlawful Hacking**

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 LOCAL GOVERNMENT and 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 **CITY**: City of Jacksonville
Attn: Kenneth Lathrop, Chief of Information Technologies
214 N. Hogan Street
Jacksonville, FL 32202
(Telephone: 904-255-8000)

With a copy to: Office of the General Counsel
Jason R. Gabriel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
(Telephone: 904-630-1724)

To: **COUNTY**: Verdenia C. Baker, County Administrator
Palm Beach County Board of County Commissioners
c/o Archie Satchell, ISS CIO
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

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 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 13 Binding Agreement

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

Section 14 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 15 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. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 16 Audits and Public Records

LOCAL GOVERNMENT 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. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under 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, LOCAL GOVERNMENT 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 17 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 LOCAL GOVERNMENT, 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 18 **Regulations, Licensing Requirements**

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 19 **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 20 **No Agency**

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 21 **No Assignability**

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

Section 22 **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 23 **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 24 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 25 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.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT 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: _____
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Archie Satchell, CIO, ISS

ATTEST:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Administration and Finance

10143-01

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
APPLICATION SERVICES

The purpose of this Exhibit is to delineate the application services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT 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 Application Services

COUNTY shall provide application development and support for the Inspector General Information Management System (IGIMS), project management and hosting services. Focus shall be directed to LOCAL GOVERNMENT needs in a shared partnership role to provide timely and cost effective end user information solutions.

COUNTY shall provide the LOCAL GOVERNMENT with access to the hosted Application on a best-effort basis and as otherwise provided herein.

Section B: Responsibilities for Application Services

COUNTY shall be responsible for routine day-to-day management of Application and to provide a non-exclusive license for LOCAL GOVERNMENT to use Application. The COUNTY will develop, maintain and implement Application using appropriate technology, provide database services for development and production environments, and maintain existing Application to assure seamless business operations.

LOCAL GOVERNMENT will use the Application as a case tracking system for its Office of Inspector General ("OIG") and shall be responsible to instruct and obligate its employees and agents to use the Application as a valuable asset of the COUNTY and agrees the Application shall not be used for any purposes other than in connection with the operations of LOCAL GOVERNMENT's OIG as set forth in this Exhibit.

Section C: **Application Services Ownership**

The COUNTY shall own all rights, title and interest in and to the Application and materials, including but not limited to, software, data or information developed or provided by COUNTY and any methodologies, equipment, or processes used by the COUNTY to provide services to the LOCAL GOVERNMENT shall be deemed the sole and exclusive property of the COUNTY.

The data inputted by the LOCAL GOVERNMENT OIG is the property of the LOCAL GOVERNMENT and upon termination of the agreement the COUNTY shall assist the LOCAL GOVERNMENT to securely transfer the data as instructed by the LOCAL GOVERNMENT; and after such transfer, COUNTY shall destroy all copies of the LOCAL GOVERNMENT's data, including data existing on any back-up media, and not retain any of the LOCAL GOVERNMENT's data in any form. Any costs that the COUNTY incurs pursuant to this paragraph shall be reimbursed by LOCAL GOVERNMENT upon demand.

Section D: **Application Connection and Availability**

The LOCAL GOVERNMENT will be provided with a connection to the Application as specified in this Exhibit. The COUNTY will make every reasonable effort to limit outages and Application inaccessibility during the hosted Application hours of availability as set forth in this Exhibit. If, during LOCAL GOVERNMENT's normal regular working hours, any outage lasts more than 4 continuous hours or more than 12 hours during any one week, excluding damage caused by disasters and any LOCAL GOVERNMENT network-related issues, LOCAL GOVERNMENT shall be entitled to an appropriate pro rata credit against the fees payable for the use of the Application under this Agreement.

Section E: **Modifications to Application**

The COUNTY will be responsible for all Application modifications. The COUNTY, at its sole discretion, will determine and repair any Application defects, at LOCAL GOVERNMENT's expense. If the COUNTY is unable to repair the Application defects, the COUNTY will waive the sixty (60) day written notification provision within the Agreement should LOCAL GOVERNMENT elect to terminate the Agreement.

If the LOCAL GOVERNMENT proposes a modification to the Application, it shall, after obtaining all requisite LOCAL GOVERNMENT approvals, notify and submit applicable documents to the COUNTY for approval. If modifications are approved, the LOCAL GOVERNMENT shall work cooperatively with the COUNTY and be solely responsible for payment of all costs associated with such modifications.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modification that may cause disruption or interference of Application to users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY.

Section F: Application Interference

The COUNTY will determine cause of any Application interference. The COUNTY will utilize its best efforts to prevent any unanticipated Application interferences.

Section G: Omitted

Section H: Application Security

LOCAL GOVERNMENT and COUNTY will use best efforts to ensure that each Application user account is exclusively for that user and is kept confidential and that only users with authorized accounts are able to gain access to the Application.

The COUNTY recognizes that under section 119.0713(2), F.S., information relating to pending Inspector General audits and investigations may be confidential, and COUNTY shall take all reasonable precautions to comply with applicable confidentiality laws COUNTY will direct and take all reasonable steps to insure that any COUNTY employee who encounters any such information during the course of performing the COUNTY's responsibilities under this agreement shall maintain the confidentiality of such information, which shall not be passed onto other COUNTY employees or any other person, unless necessary for performance of the terms of this Agreement or if required by applicable law. For LOCAL GOVERNMENT OIG accreditation purposes, upon request from LOCAL GOVERNMENT, COUNTY shall provide to LOCAL GOVERNMENT a report listing the names and positions of all individuals with access to any data

of LOCAL GOVERNMENT maintained on servers administered by the COUNTY pursuant to this Agreement.

Section I: **Description of Application Hosting Services**

A. Baseline Application Services from the County will include:

1. provide IGIMS Application hosting services 24x7x365;
2. provide a secure and dedicated access point for access to the IGIMS Application over the internet;
3. modify programs and create schema necessary for access to the IGIMS Application;
4. allocate and configure Oracle or SQL database instance, if applicable;
5. provide required disk space for database installation;
6. monitor Application, database and server environments and perform routine maintenance services;
7. monitor and retain daily back-ups of database files, which will be performed after hours, whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending upon the severity of the corruption; the COUNTY will take reasonable efforts to notify LOCAL GOVERNMENT if COUNTY obtains knowledge that any LOCAL GOVERNMENT data is corrupted; COUNTY will use reasonable efforts to restore data files; however, the COUNTY will have no liability if it is unable to do so; COUNTY will provide a copy of monthly data backup to LOCAL GOVERNMENT, upon request;
8. The COUNTY shall notify the LOCAL GOVERNMENT immediately if it learns that LOCAL GOVERNMENT's data hosted by COUNTY under this Agreement has been, or may have been, the subject of a security breach of any kind, which may compromise the confidentiality of LOCAL GOVERNMENT's data.
9. provide ISS Disaster Recovery Plan documentation; the COUNTY may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration of COUNTY Application; LOCAL GOVERNMENT accepts that COUNTY may elect to terminate access to hosting environment until such time as service can be restored in a secure manner; in this event, COUNTY will notify LOCAL GOVERNMENT of measures taken to protect data files;
10. provide IGIMS Application documentation;
11. provide IGIMS training materials.

B. LOCAL GOVERNMENT Responsibilities will include:

1. ensure LOCAL GOVERNMENT's computers meet initial minimum requirements for browser use;
2. correctly configure and maintain the LOCAL GOVERNMENT's computer environment used to access hosted Application by COUNTY;
3. provide end-user training to LOCAL GOVERNMENT's staff using training materials provided by COUNTY.

Section J: Omitted

Section K: Protocol for Reporting Application Service Problems

All Application issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to an Application issue, the IT technician should report the Application problem, including any error messages, to the COUNTY Network Operations Center at 561-355-HELP (4357). All Application problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System from initial intake through 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 LOCAL GOVERNMENT is within one (1) hour of the reported problem, but this target is an aspirational goal and not an obligation incurred by COUNTY. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards which may be utilized by LOCAL GOVERNMENT as appropriate.

Section L: Application Service and Maintenance

The COUNTY will make reasonable efforts to notify the LOCAL GOVERNMENT as to the time of any planned service, maintenance or repair work to hosted Application. 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 LOCAL GOVERNMENT-owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

Jenise Link, Senior Manager
561-355-6119 (office)
772-766-1309 (cell)
jlink@pbcgov.org

Amit Sawant, Director of ISS Application Services
561-355-2871 (office)
561-601-9706 (cell)
asawant@pbcgov.org

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT

Paul Freeman, Enterprise Application Manager
904-255-8062 (office)
pfreeman@coj.net

Section N: Fees and Charges for Application Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's Application Services provided to the LOCAL GOVERNMENT.

Software License and Application Hosting Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Application Services and Billing Matrix		
SOFTWARE LICENSE – Annual Cost	**Hours**	**Cost**
Inspector General Information Management System (IGIMS)	N/A	$600
APPLICATION HOSTING SERVICES – Annual Cost		
Server Support (Web and Database)	6.0	$750
Secure Site Certificate Renewal	N/A	$175
Data Storage	N/A	$120
Disaster Recovery	2.0	$250
Database Administration	6.0	$750
Help Desk Support	6.0	$750
Network Support	6.0	$750
TOTAL ANNUAL SOFTWARE LICENSE AND APPLICATION HOSTING SERVICES		**$4,145**
MONTHLY COUNTY CHARGES Annual Total of $4,145 shall be paid each year through Monthly Charges of $345.42 invoiced quarterly 3 X $345.42 =$1,036.26).		**$345.42**

Explanation of Charges:

Monthly Charges – The monthly charge paid by the LOCAL GOVERNMENT for Software License and Application Hosting Services with an effective date of September 1, 2018.

Annual Charges – The total annual recurring charges, excluding installation and professional charges, paid by the LOCAL GOVERNMENT.

N1: Billing and Payment

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. LOCAL GOVERNMENT shall submit payments in accordance with the Florida Local Government Prompt Payment Act, as amended.

Section O: Additional IT Services

Upon request for assistance, the Chief Information Officer may, at his or her discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order. 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 LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT 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. Notwithstanding anything to the contrary in this Agreement, any additional services contemplated by this Section O or otherwise shall be subject to prior approval and appropriation by LOCAL GOVERNMENT.

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) day 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

At all times during the term of this Agreement, the LOCAL GOVERNMENT and the COUNTY shall each carry and maintain a valid program of self-insurance and furnish proof of such self-insurance upon request by the other party, authorized by Section 768.28, Florida Statutes. In the event either party ends its self-insurance, such party agrees to maintain an insurance policy, without any lapse in coverage, that has minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposure, including comprehensive general liability, errors and omissions, and auto liability. Each party agrees to provide the other party with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider, if such party chooses not to maintain insurance coverage through self-insurance. Workers' Compensation coverage is also self-insured to conform to statutory requirements under Section 440, Florida Statutes.

Nothing contained in this Agreement shall be construed as a waiver, expansion or alteration of the parties' partial waiver of sovereign immunity beyond the limitation stated in Section 768.28, Florida Statutes.

Agreement with Palm Beach County and the City of Jacksonville

Re: Palm Beach County ISS Services

R 2015 1154

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____day of SEP 01 2015, 2015, by and between the City of Jacksonville, a consolidated municipal corporation and political subdivision of the State of Florida ("City") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and the County have recognized the need for the City to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the City and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its 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 City for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the City'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 City by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the City in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly 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 three (3) years. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The City 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 for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire

to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The City and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

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. The County shall notify the City immediately if it learns that City's data hosted by County under this Agreement has been, or may have been, the subject of a security breach of any kind which may compromise the confidentiality of City's data.

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 City and 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 shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 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 CITY: City of Jacksonville
Attn: Usha Mohan, Chief of Information Technologies
214 N. Hogan Street
Jacksonville, FL 32202
(Telephone: 904-255-8000)

With a copy to: Office of the General Counsel
Jason R. Gabriel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
(Telephone: 904-630-1724)

To **COUNTY**: Robert Weisman, County Administrator
c/o Steve Bordelon, Information Systems Services Director
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 12 Entire Agreement

This Agreement represents the entire agreement between the City 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 parties. This Agreement shall be binding upon the City 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

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

As required by Section 106.431 of the City of Jacksonville's Ordinance Code, City's maximum indebtedness for installation and professional services under Agreement for the Services shall be a fixed monetary amount not-to-exceed TWO THOUSAND, EIGHT HUNDRED FIFTY DOLLARS ($2,850.00) and City's maximum indebtedness for the software license cost and annual application hosting services under the Agreement shall be a fixed monetary amount not-to-exceed TWELVE THOUSAND, FOUR HUNDRED THIRTY-FIVE DOLLARS ($12,435.00) for a total not-to-exceed maximum indebtedness under this Agreement of FIFTEEN THOUSAND, TWO HUNDRED EIGHTY-FIVE DOLLARS ($15,285.00).

Section 18 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.

To the extent provided for by Florida's public records and confidentiality laws; as required by Section 126.404 of Jacksonville's Ordinance Code, County represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. County agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Jacksonville Human Rights Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that County shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. County agrees that if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

Section 19 Access and Audits

Each party shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after final payment and completion or termination of this Agreement. Each party shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other party's place of business. County shall be subject to the provisions of Section 126.108, Jacksonville's Ordinance Code, regarding City's access to and examination of records related to this Agreement.

Section 20 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 City, 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 21 Regulations, Licensing Requirements

Each party shall comply with all federal, state and local laws, ordinances and regulations, as the same may now exist or as may be amended from time to time, applicable to the services contemplated herein, to include, but not limited to those applicable to conflict of interest and collusion and Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law). Each party 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.

R2015 1154 SEP 0 1 2015

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Steve Bordelon, Director, ISS

City of Jacksonville

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

By: _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form Approved:

By: _____
Office of General Counsel

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES APPLICATION SERVICES

The purpose of this Exhibit is to delineate the application services to be provided to the City of Jacksonville ("City") by Palm Beach County Information Systems Services ("County") to identify the roles and responsibilities of the County and the City 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 Application Services

Application Services must be approved by both County and the City if said connection affects the County network. However, all Application Services must meet the agreed-upon technical specifications.

County shall facilitate and conduct the functions involved in direct City interface, provide application development, project management and consulting services. Focus is directed to City needs in a shared partnership role in providing timely and cost effective end user information solutions.

County shall provide the City with access to the hosted Application on a best-effort basis and otherwise provided herein.

Section B: Responsibilities for Application Services

County shall be responsible for routine day-to-day management of Application and provide a non-exclusive license for City to use Application. The County will develop, maintain and implement Application using appropriate technology, provide database services for development and production environments that are cost effective and provide end-user information solutions, and maintain existing Application to assure seamless business operations.

City will use the Application as a case tracking system for its Office of Inspector General and is responsible to instruct and obligate its employees and agents to use the Application as a valuable asset of the County and agrees the Application shall not be used for any purposes other than in connection with the operations of City's Office of Inspector General as set forth in this Exhibit.

Section C: Application Services Ownership

The County shall own all rights, title and interest in and to the Application and materials, including but not limited to, software, data or information developed or provided by County and any methodologies, equipment, or processes used by the County to provide services to the City shall be deemed the sole and exclusive property of the County.

The data inputted by OIG City of Jacksonville is the property of the City of Jacksonville and upon termination of the agreement the County shall for no additional cost assist the City of Jacksonville to securely transfer the data as instructed by the City of Jacksonville, and after such transfer, County shall destroy all copies of the City's data, including data existing on any back-up media, and not retain any of the City's data in any form.

Section D: Application Connection & Availability

The City will be provided with a connection to the Application as specified in this Exhibit. The County will make every reasonable effort to limit outages and Application inaccessibility during the hosted Application hours of availability as set forth in this Exhibit. If, during City's normal regular working hours, any outage lasts more than 4 continuous hours or more than 12 hours during any one week, excluding damage caused by disasters and any City network related issues, City shall be entitled to an appropriate credit against the fees payable for the use of the Application under this Agreement.

Section E: Modifications to Application

The County will be responsible for all Application modifications. The County, at its sole discretion, will determine and repair any Application defects at its own expense. If the County is unable to repair the Application defects, the County will waive the sixty (60) day written notification provision within Agreement should City elect to terminate Agreement.

If the City proposes a modification to the Application, it shall, after obtaining all requisite City approvals, notify and submit applicable documents to the County for approval. If modifications are approved, the City shall work cooperatively with the County and be solely responsible for payment of all costs associated with such modifications, unless there is a 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 modification that may cause disruption or interference of Application to users shall be coordinated with the appropriate technical staff of both the City and the County. The County agrees to perform such work at a time and manner to minimize disruption and interference to the Application users.

Section F: Application Interference

The County will determine cause of Application interference. The County will utilize its best efforts to prevent any unanticipated Application interferences.

Section G: Omitted

Section H: Application Security

City and County will each ensure that each Application user account is exclusively for that user and is kept confidential and that only users with authorized accounts are able to gain access to the Application. The City and the County shall each comply with all governmental rules and regulations, including Health Insurance Portability and Accountability Act (HIPAA), if applicable, in the collection, handling and transfer of data stored within the Application.

The County recognizes that under section 119.0713(2), F.S., information relating to pending Inspector General audits and investigations is confidential and shall take all reasonable precautions to protect the confidentiality of such information. County will prevent employees of County's Office of Inspector General and all other County employees other than employees of County's Information Systems Services Department with a need to know from gaining access to the City's data and information. County will direct and take all reasonable steps to insure that any County employee who encounters any such information during the course of performing the County's responsibilities under this agreement shall maintain the confidentiality of such

information, which shall not be passed onto other County employees or any other person. For City Inspector General accreditation purposes, County shall provide to City each year a report listing the names and positions of all individuals with access to any data of City provided to County. City shall have the right to audit the list and the use of its data by such individuals.

Section I: Description of Application Hosting Services

A. Baseline Application Services from the County will include:

1. provide one-time setup and installation for deployment and access to the Inspector General Information Management System (IGIMS) Application;
2. provide IGIMS Application hosting services 24x7x365;
3. provide a secure and dedicated access point for access to the IGIMS Application over the internet;
4. modify programs and create schema necessary for access to the IGIMS Application;
5. allocate and configure Oracle or SQL database instance, if applicable;
6. provide required disk space for database installation;
7. monitor Application, database and server environments and perform routine maintenance services;
8. monitor and retain daily back-ups of database files, which will be performed after hours, whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable back-up copy is on site or has to be retrieved; the County will notify City immediately if any City data is corrupted; County will use reasonable efforts to restore data files; however, the County will have no liability if it is unable to do so; County will provide a copy of monthly data backup to City upon request;
9. provide ISS Disaster Recovery Plan documentation; the County may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration to County Application; City accepts that County may elect to terminate access to hosting environment until such time as service can be restored in a secure manner; in this event, County will notify City of measures taken to protect data files;
10. provide IGIMS Application documentation;
11. provide IGIMS training materials.

B. City Responsibilities will include:

1. for ensuring City's computers meet initial minimum requirements for browser use;
2. for correctly configuring and maintaining the City's computer environment used to access hosted Application by County;
3. provide end-user training to City's staff using training materials provided by County.

Section J: Omitted

Section K: Protocol for Reporting Application Service Problems

All Application issues should first be reported to the City's IT support staff. If the City's initial diagnosis of the reported problem indicates that it is related to an Application issue, the IT technician should report the Application problem, including any error messages, to the County Network Operations Center at 561-355-HELP (4357). All Application problems reported by the City 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 City 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: Application Service and Maintenance

The County shall notify the City designee as to the time of any planned service, maintenance or repair work to hosted Application. 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 City owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

Archie Satchell, Director of ISS Application Services
561-355-3275 (office)
772-979-6607 (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)

City Information Technologies Services

George Chakhtoura, Enterprise Product Group Manager
904-255-8005 (office)

Thomas Cline, Inspector General
904-630-8080 (office)

Section N: Fees and Charges for Application Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's Application Services provided to the City.

The County will serve as project manager and incur all costs associated with the installation and connection of Application at the City's building. The City will be responsible for reimbursement to the County of said costs up to a maximum amount of $2,850, as listed and described in the Table below under "Installation & Professional Services".

Software License & Application Hosting Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the City quarterly.

City Application Services and Billing Matrix		
INSTALLATION SERVICES – One Time Cost	**Hours**	**Cost**
Project Planning	2.0	$250
Server Setup	3.0	$375
Security Setup	2.0	$250
Code Table Setup	4.0	$500
Secure Certificate Purchase	N/A	$350
PROFESSIONAL SERVICES – One Time Cost		
Business Requirements	2.0	$250
Development	5.0	$625
Testing / Quality Assurance	2.0	$250
TOTAL INSTALLATION & PROFESSIONAL SERVICES		**$2,850**
SOFTWARE LICENSE – Annual Cost	**Hours**	**Cost**
Inspector General Information Management System (IGIMS)	N/A	$600
APPLICATION HOSTING SERVICES – Annual Cost		
Server Support (Web and Database)	6.0	$750
Secure Site Certificate Renewal	N/A	$175
Data Storage	N/A	$120
Disaster Recovery	2.0	$250
Database Administration	6.0	$750
Help Desk Support	6.0	$750
Network Support	6.0	$750
TOTAL ANNUAL SOFTWARE LICENSE AND APPLICATION HOSTING SERVICES		**$4,145**
MONTHLY COUNTY CHARGES (Annual Total of $4,145 shall be paid each year through Monthly Charges of $345.42 invoiced quarterly.)		**$345.42**

Explanation of Charges:

Installation & Professional Charges – This is a one-time charge paid by the City for Installation & Professional Services.

Monthly Charges – The monthly charge paid by the City for Software License and Application Hosting Services with an effective date of September 1, 2015.

Annual Charges – The total annual recurring charges, excluding installation and professional charges, paid by the City.

N1: Billing and Payment

The County shall submit quarterly invoices to the City which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, 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 City 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 City is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the City. The City 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. Notwithstanding anything to the contrary in this Agreement, any additional services contemplated by this Section O or otherwise shall be subject to prior approval and appropriation by City.

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) day 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

At all times during the term of this Agreement, the County and the City shall each carry and maintain a valid program of self-insurance and furnish proof of such self-insurance upon request by other party, authorized by Section 768.28, Florida Statutes. Nothing contained in this Agreement shall be construed as a waiver, expansion or alteration of the parties' partial waiver of sovereign immunity beyond the limitation stated in Section 768.28 Florida Statutes. Worker's Compensation coverage is also self-insured to conform to statutory requirements under Section 440 Florida Statutes.

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

Task Order #:

Original Agreement #R:

Organization requesting services: City of Jacksonville

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/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

_____
COUNTY ATTORNEY

CITY OF JACKSONVILLE

_____
Name, Title

Attachment 2

ISS Service Agreements with External Agencies
(August 2015)

Municipalities

1. Boynton Beach
2. Delray Beach
3. Greenacres
4. Jacksonville*
5. Juno Beach
6. Jupiter
7. Lake Worth
8. Lantana
9. Orange County*
10. Palm Beach
11. Palm Beach Gardens
12. Riviera Beach
13. Village of Royal Palm Beach
14. West Palm Beach

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

Other Taxing Authorities

1. Children's Services Council
2. Health Care District
3. Loxahatchee River Environmental Control District
4. Seacoast Utility Authority
5. South Florida Water Management District

*pending Board approval

ISS Service Agreements with External Agencies

Municipalities

1. Atlantis
2. Boynton Beach
3. Delray Beach
4. Greenacres
5. Jacksonville (Application)
6. Juno Beach
7. Jupiter
8. Lake Clarke Shores
9. Lake Park
10. Lake Worth
11. Lantana
12. Orange County
13. Palm Beach (Network, Scanning)
14. Palm Beach Gardens
15. Palm Springs
16. Riviera Beach
17. Royal Palm Beach
18. Wellington
19. West Palm Beach (Network, Digital Divide, Pole ATT & Power)

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

Other Taxing Authorities

1. Children's Services Council
2. East Central Regional Wastewater Treatment Facilities
3. Health Care District
4. Lake Worth Drainage District
5. Loxahatchee River Environmental Control District
6. Seacoast Utility Authority
7. South Florida Water Management District
8. Government of U.S. Virgin Islands (Application)