

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

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Meeting Date: May 7, 2019  Consent  Regular  
 Public Hearing  Workshop  
 Department: \_\_\_\_\_  
 Submitted by: Information Systems Services  
 Submitted for: Information Systems Services

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**I. EXECUTIVE BRIEF**

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

- A. Rescind Agreement R2012-1430;
- B. Approve the replacement Agreement for network services with CareerSource Palm Beach County, Inc. for an annual revenue of \$1,200; and
- C. 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:** CareerSource Palm Beach County, Inc., formerly doing business as Workforce Alliance, Inc. has an existing Agreement with Palm Beach County (R2012-1430) for network and co-location services, and has requested termination of the co-location services effective May 2, 2019. The County recommends rescinding the existing Agreement and replacing it with a new Agreement for a period of one (1) year with four (4) automatic one-year renewals unless notice is given by either party. This new Agreement includes updated contract terms to provide network services to CareerSource Palm Beach County, Inc. and will generate \$1,200 in annual revenues to the County, a net decrease of \$10,620. The Florida LambdaRail LLC has approved connection of CareerSource Palm Beach County, Inc. to the Florida LambdaRail network. District 2 (DB)

**Background and Justification:** This Agreement provides the CareerSource Palm Beach County, Inc. network access to the Florida LambdaRail for internet service at rates based upon an analysis of market pricing for similar services. By utilizing existing computing capacity in providing services to other government entities, collaboration projects such as this support the more efficient utilization of taxpayer-funded resources.

**Attachments:**

- 1. Agreement with CareerSource Palm Beach County (3 originals)
  - 2. Copy of Agreement R2012-1430
  - 3. Copy of letter requesting termination of co-location services
  - 4. Agreement with Florida LambdaRail LLC for the connection of CareerSource Palm Beach County, Inc. to the Florida LambdaRail network
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Recommended by: \_\_\_\_\_ *(Signature)* 4/10/2019  
 Department Director Date

Approved by: \_\_\_\_\_ *(Signature)* 4/10/19  
 Deputy County Administrator Date



*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.  
Re: Palm Beach County ISS Services*

**AGREEMENT FOR IT SERVICES**

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CareerSource Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0709274, ("NONPROFIT"), and Palm Beach County ("COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners. This Agreement rescinds existing Agreement for IT Services R2012-1430, dated October 2, 2012.

**WHEREAS**, the Board of County Commissioners, on behalf of the COUNTY, may enter into agreements that serve a local public purpose; and

**WHEREAS**, providing IT resources to NONPROFIT serves a local public purpose in that it will result in a more effective, efficient, and reliable IT resource for COUNTY citizens utilizing those resources while increasing revenues for the COUNTY; and

**WHEREAS**, in recognizing these facts, the NONPROFIT and the COUNTY desire to enter into an agreement providing for such IT resources and establishing policies for the use of such IT resources;

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

**Section 1     Purpose**

The purpose of this Agreement is to provide IT services to the NONPROFIT for the purposes described in the attached Exhibit A.

**Section 2     Approval**

The COUNTY approves of the NONPROFIT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.*

*Re: Palm Beach County ISS Services*

**Section 3     Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the NONPROFIT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The COUNTY and the NONPROFIT 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 in Section 6 herein, is for a period of one (1) year with four (4) automatic one-year renewals. The effective date is the date of approval by the Board of County Commissioners.

**Section 5     Resale of IT Services**

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

*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.*

*Re: Palm Beach County ISS Services*

**Section 7 Indemnification and Hold Harmless**

The NONPROFIT 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 NONPROFIT.

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 NONPROFIT 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:

*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.  
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To: **NONPROFIT:**

**Attention:** Steve Craig, CEO  
3400 Belvedere Road  
West Palm Beach, FL 33406  
(Telephone: 561-340-1060, x2221)

With a copy to: Erica Scarpati, CFO  
3400 Belvedere Road  
West Palm Beach, FL 33406  
(Telephone: 561-340-1060, x2209)

To: **COUNTY:** Verdenia C. Baker, County Administrator  
c/o Archie Satchell, Information Systems Services CIO  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
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.

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**Section 13    Binding Agreement**

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

**Section 14    Subject to Funding**

The COUNTY's performance under this Agreement for subsequent fiscal years are contingent upon annual appropriations for such performance by the Board of County Commissioners.

**Section 15    Nondiscrimination**

NONPROFIT warrants and represents 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. NONPROFIT 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 16    Audit and Public Records**

NONPROFIT 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. NONPROFIT 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, NONPROFIT 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.

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**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 NONPROFIT, 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 NONPROFIT 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 NONPROFIT 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    Agency**

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

**Section 21    No Assignability**

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



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*Re: Palm Beach County ISS Services*

**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.

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**Section 27    Scrutinized Companies**

As provided in F.S. 287.135(2)(a), by entering into this Agreement, NONPROFIT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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Re: Palm Beach County ISS Services*

IN WITNESS WHEREOF, the COUNTY and NONPROFIT 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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney


By:  \_\_\_\_\_  
Archie Satchell, ISS CIO

CareerSource Palm Beach County, Inc.

By:  \_\_\_\_\_  
Steve Craig, CEO

By:  \_\_\_\_\_  
Erica Scarpati, CFO

Witness:

By:  \_\_\_\_\_  
(Signature)

Sharon Breyer  
\_\_\_\_\_  
(Printed Name)

*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.*  
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**EXHIBIT A**

The purpose of this Exhibit is to delineate the network services to be provided to the NONPROFIT by the COUNTY to identify the roles and responsibilities of the COUNTY and the NONPROFIT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on October 2, 2012.

**Section A: General Requirements for Network Services**

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

COUNTY shall provide the NONPROFIT 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 NONPROFIT owned facilities. The NONPROFIT 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 NONPROFIT.

Should the COUNTY perform repair and maintenance functions on behalf of the NONPROFIT, it is with the understanding that the COUNTY's responsibility extends only to the NONPROFIT

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“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 NONPROFIT’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 NONPROFIT demarcation point(s). Entrance facilities at NONPROFIT owned locations from the road to demarcation point belong to the NONPROFIT, 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 NONPROFIT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the NONPROFIT 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 NONPROFIT 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 NONPROFIT. 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 NONPROFIT 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 NONPROFIT 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.

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**Section D: Network Connection**

The NONPROFIT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The NONPROFIT shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the NONPROFIT 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 NONPROFIT require the network to be upgraded, the NONPROFIT 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 NONPROFIT 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 NONPROFIT 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 NONPROFIT. However, should any equipment owned by the NONPROFIT render any harmful interference to the COUNTY's network equipment, The

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COUNTY may disconnect any or all NONPROFIT owned network connections after informing the NONPROFIT'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 NONPROFIT 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 NONPROFIT network router connection;

If necessary, security may shut down the NONPROFIT'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;

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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. NONPROFIT 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 NONPROFIT 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 NONPROFIT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the NONPROFIT.

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 NONPROFIT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from the NONPROFIT 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 NONPROFIT 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 NONPROFIT. The NONPROFIT shall be responsible for all reasonable costs associated with requested changes to network



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services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each NONPROFIT 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 NONPROFIT's site.  
The NONPROFIT 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 NONPROFIT 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 NONPROFIT.

In the event that Network availability is documented by the COUNTY and declared by the NONPROFIT to be less than 99.9% for two (2) consecutive months, the NONPROFIT 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.

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**Section K: Protocol for Reporting Network Service Problems**

All service issues should first be reported to the NONPROFIT's IT support staff. If the NONPROFIT'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 NONPROFIT 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 NONPROFIT 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 NONPROFIT designee as to the time of any planned maintenance, repair, or installation work. However, the NONPROFIT 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 NONPROFIT to report any emergency that requires access to any NONPROFIT owned facility. The NONPROFIT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the NONPROFIT 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 NONPROFIT owned buildings under the Agreement.

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**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

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

Michael Butler, Director of ISS Network Services  
561-355-4601 (office)  
561-722-0850 (cell)  
[mbutler@pbcgov.org](mailto:mbutler@pbcgov.org)

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

**NONPROFIT Information Services**

Najum Uddin, Information Technology Director  
561-340-1060 ext. 2430 (office)  
561-891-9633 (cell)  
[nuddin@careersourcepbc.com](mailto:nuddin@careersourcepbc.com)

**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 NONPROFIT.

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 NONPROFIT's building. The NONPROFIT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

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Service charges, as listed and described in the Table below, will be assessed on a monthly basis. The COUNTY shall submit quarterly invoices to the NONPROFIT 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.

<b>NONPROFIT Service and Billing Matrix</b>						
<b>Network Service</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
3400 Belvedere Road, West Palm Beach, FL 33406	9/1/2012	40 Mb	\$0	\$50	\$50	\$1,200
<b>TOTALS</b>				<b>\$50</b>	<b>\$50</b>	<b>\$1,200</b>
<b>Explanation of Charges:</b>						
<p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the NONPROFIT 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 the NONPROFIT 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 NONPROFIT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the NONPROFIT (see <b>Sub-section N1. - Cost Components</b> below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the NONPROFIT.</p>						

The COUNTY has received approvals from the FLR for the NONPROFIT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

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**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 and the County receives notice of that 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 NONPROFIT 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 CIO may, at the CIO's discretion, permit staff resources to assist the NONPROFIT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Exhibit 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 NONPROFIT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the NONPROFIT. The NONPROFIT 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.

*Agreement with Palm Beach County and CareerSource Palm Beach County, Inc.  
Re: Palm Beach County ISS Services*

**Section Q: Insurance**

This section does not apply to Network Services.



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

Task Order #:

Original Agreement #R:

Organization requesting services: CareerSource Palm Beach County, 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 Manager/Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title

ISS Fiscal Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Archie Satchell, CIO, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

CAREERSOURCE PALM BEACH COUNTY, INC.

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
Name, Title

R2012 1430

Agreement with Palm Beach County and Workforce Alliance, Inc.

Re: Palm Beach County ISS Services

**Agreement**

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_ day of OCT 02 2012, 2012, by and between Workforce Alliance, Inc., a Florida Non-Profit corporation, Federal Employer ID #650709274, ("WFA"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WITNESSES THAT:**

**WHEREAS**, the parties believe that additional advanced IT initiatives will come to fruition through the synergies of the County and WFA working in unison; and

**WHEREAS**, in recognizing these facts, WFA 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 WFA for the purposes described in the attached Exhibit(s). The County's IT services are further defined as any and all services related to the IT infrastructures, hardware, software, equipment, databases, applications, networks, professional services, disaster recovery services, including any IT resource under the control and direction of Palm Beach County ISS.

**Section 2    Approval**

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



**Section 3 Term**

The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 6 herein. The effective date is as shown on page 1 of this document.

**Section 4 Resale of IT Services**

WFA 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 5 Exhibits**

Roles and responsibilities of the County and WFA are described in the attached Exhibit(s) and made a part hereof. The Exhibits also set forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

**Section 6 Termination for Convenience**

Either party may terminate its participation in this Agreement upon 90 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 WFA shall protect, defend, reimburse, indemnify and hold 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, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the WFA.

**Section 8 Insurance**

- A. WFA shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. WFA shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by WFA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WFA under the agreement.
- B. **Commercial General Liability:** WFA shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the County's Risk Management Department. WFA shall provide this coverage on a primary basis.
- C. **Additional Insured:** WFA shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read:
- "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, is named as additional insured" WFA shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation:** WFA hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then WFA shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should WFA enter into such an agreement on a pre-loss basis.

- E. **Certificate(s) of Insurance:** Prior to execution of this Agreement, WFA shall deliver to the County's representative as identified in Article 11, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

**Palm Beach County Board of County Commissioners**  
c/o Steve Bordelon, Director, ISS  
301 North Olive Ave, Room 801.10  
West Palm Beach, Fl 33401

- F. **Umbrella or Excess Liability:** If necessary, WFA may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Right to Review:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

**Section 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 WFA 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:

*Agreement with Palm Beach County and Workforce Alliance, Inc.*

*Re: Palm Beach County ISS Services*

To: **WFA**                      Workforce Alliance, Inc.  
   315 Dixie Highway  
   West Palm Beach, FL 33401

To: **COUNTY:**                Robert Weisman, County Administrator  
   Palm Beach County Board of County Commissioners  
   301 N. Olive Avenue, 11<sup>th</sup> FL  
   West Palm Beach, FL 33401  
   Telephone: 561-355-2712

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

**Section 13    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 14    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 15 Binding Agreement**

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

**Section 16 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 17 Nondiscrimination**

Both party's 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.

**Section 18 Access and Audits**

The WFA shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County 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 WFA's place of business.

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 WFA, 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.

Agreement with Palm Beach County and Workforce Alliance, Inc.

Re: Palm Beach County ISS Services

R2012 1430 OCT 02 2012

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

By:

  
Deputy Clerk

By:

  
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:


  
County Attorney

By:

  
Steve Bordelon, Director, ISS

Workforce Alliance, Inc.

By:

  
for Steve Craig, CEO

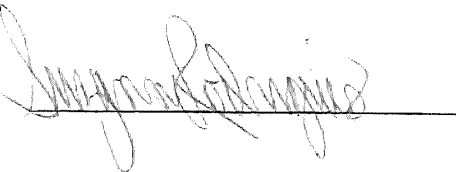
By:

  
Erica Scarpati, CFO

(SEAL)

Witness:

By:



(Print Name, Title)

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES**

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Workforce Alliance, Inc. (WFA) in carrying out the terms of the Agreement regarding: Network Services as requested by WFA. This Exhibit delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

#### **Section A: Annual Planning and Exhibit Review**

There will be an annual review of this Exhibit. The Exhibit will document the types of Network Services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of WFA. Network Services must be approved by both ISS and WFA if said connection affects the entire Network. However, all Network Services must meet the agreed-upon technical specifications.

#### **Section B: ISS's Responsibilities for Network Management**

ISS shall be responsible for the routine, day-to-day management of ISS Network. Each party shall be responsible for day-to-day administration of the Network routes which they individually own.

ISS shall be responsible for maintaining the Primary Network and all auxiliary components of the Network which exclusively serve County facilities. ISS shall also maintain auxiliary portions of the Network which service both County and WFA facilities. WFA shall maintain that portion of its own Network which exclusively serves its facilities.

The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any Network link between ISS and WFA. ISS shall provide WFA with access to ISS's Network on a best-effort basis and as otherwise provided for herein.



*Agreement with Palm Beach County and Workforce Alliance*

*Re: Palm Beach County Network Services*

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

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

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

**Section C: Network Equipment Ownership**

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

Should WFA 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 ISS, and vice versa.

**Section D: Network Connection**

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

**Section E: Modifications to Network**

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

ISS 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 WFA and ISS. ISS agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

When either WFA or ISS 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 ISS for review and approval. The parties however agree to comply with Network security provisions.

**Section F: Network Interferences**

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of WFA. However, should any equipment owned by WFA render any harmful interference to ISS's Network equipment, County may disconnect any or all WFA Network connections after informing WFA designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect WFA Network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. ISS shall be the sole party to determine if harmful interference has impacted ISS Network. 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 WFA or ISS, 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. ISS has implemented reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section I: Description of Services**

**A. Baseline services from ISS will include:**

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central Network security will be maintained by ISS at the ISS router port that feeds WFA network router connection. If necessary, security may shut down WFA 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 ISS side of the demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in ISS'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. WFA Responsibilities**

1. All intra-building Network maintenance and security within the C124 Network room of WFA;
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 WFA-owned facilities;
6. Provide, where possible, Network engineers or technicians to assist with all portions of Network equipment attachments, from provisioning to

*Agreement with Palm Beach County and Workforce Alliance*

*Re: Palm Beach County Network Services*

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

7. WFA shall ensure that Network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate Network entry. WFA will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to ISS Network from WFA Network property.
8. WFA may request changes in Network equipment attachments services. Requests for changes shall be submitted to ISS Director, or designee, for action. WFA shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by WFA. WFA shall be responsible for all reasonable costs associated with requested changes to Network services approved by ISS, which approval shall not be unreasonably withheld.
9. WFA will provide, at its expense, the following equipment and facilities at each WFA building (if required):
  - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. 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 WFA site; and WFA shall periodically monitor to ensure temperatures are within acceptable limits.
10. WFA shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further WFA shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. WFA shall promptly pay for ISS's reasonable charges, such charges being set out in Section N of this Exhibit A, which will be invoiced quarterly.

**Section J: Availability of ISS Network Services**

ISS will provide WFA with access to the ISS Network on a best-effort basis. ISS's goal will be to provide 99.9% availability. ISS reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to WFA.

In the event that Network availability is documented by ISS and declared by WFA to be less than 99.9% for two (2) consecutive months, WFA 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 be reported to WFA's IT support staff. If WFA'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 ISS Network Operations Center at 561-355-HELP (4357). All service problems reported by WFA will be recorded and tracked in ISS'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 WFA is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

**Section I: Access for Network Service and Maintenance**

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

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

ISS represents that it has verified, prior to entering into this Exhibit, that neither ISS nor 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 WFA buildings under the Agreement.

**Section M: Issue Escalation Contacts:**

**Palm Beach County ISS**

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

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

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

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

**WFA Information Services**

Name, Title: Rich Medel, IT Director  
Phone (office): (561) 340-1050 Ext. 2401  
Phone (cell): (561) 543-4408

Name, Title: Chuck Hunter, IT Technician  
Phone (office):  
Phone (cell): (561) 313-2242

**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 ISS's Network Services provided to WFA.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at WFA building. WFA will be responsible for reimbursement to ISS of said costs, estimated at the time of Agreement to be \$11,143.95, as described in the Table below.



*Agreement with Palm Beach County and Workforce Alliance*

*Re: Palm Beach County Network Services*

Service charges will be assessed on a monthly basis, and ISS will invoice WFA quarterly as shown in Table below.

<b>Workforce Alliance Network Service and Billing Matrix</b>							
<b>Location</b>	<b>Service Start Date</b>	<b>Bandwidth</b>	<b>Installation Charges *</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail ("FLR") Charges **</b>	<b>NWRDC Charges ***</b>	<b>Yearly Charges excluding Installation</b>
1951 N. Military Trl WPB, FL	9/1/2012	10 Mb	\$11,143.95	\$150	0	0	\$1,800
<b>TOTALS</b>			<b>\$11,143,95</b>	<b>\$150</b>			<b>\$1,800</b>
<p>*This is an estimated cost. The actual final cost for this installation will be billed to the customer as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.</p> <p>** FLR charges the County this fee to connect WFA to the FLR via PBCnet. Since WFA will NOT be using Palm Beach County Internet Services, this fee is not applicable.</p> <p>*** An additional service charge of \$100 per month will be added for connectivity to the Northwest Regional Data Center (NWRDC) located in Tallahassee, FL if WFA chooses to use the NWRDC for hosting services. WFA may contract directly with NWRDC for hosting services or may use ISS provided hosting at NWRDC. If WFA chooses to utilize ISS provided hosting, a separate fee schedule for Hosting Services will be provided. Charges shall be assessed on a quarterly basis, and ISS will invoice WFA quarterly.</p>							

**N1. Cost Components**

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

**N2. Billing and Payment**

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

Upon WFA request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist WFA in the execution of certain Information Technology responsibilities. ISS provides a myriad of Network Services besides gaining access to the Palm Beach County Fiber Network (PBCnet). These additional services can be requested by submitting a Task Order (Attachment 1). These services are 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. WFA is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the WFA. WFA agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

ISS reserves the right to review the fees for this Agreement on a yearly basis and make appropriate rate adjustments. Should an increase be warranted, 60 days notice will be provided. Any such appropriated rate adjustments shall be reduced to writing via an Amendment to this Agreement to be executed by all parties.

## **EXHIBIT B**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) CO-LOCATION / DISASTER RECOVERY SERVICES**

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Workforce Alliance, Inc. (WFA) in carrying out the terms of the Agreement regarding: Co-Location (Leased) / Disaster Recovery Services as requested by WFA. This Exhibit delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

#### **Section I. Annual Planning and Exhibit Review**

There will be an annual review of this Exhibit. The Exhibit will document the types of Co-Location (Leased) / Disaster Recovery Services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each participant.

#### **Section II. Description of Services**

##### **A. Baseline services from ISS will include:**

1. Leased Rack space for WFA server and SAN in the County Emergency Operations facility.
2. Provide (2) 30 amp electrical circuits of conditioned, uninterrupted power to a quarter portion of a single rack. Power for the WFA equipment will be available at least 99.5% of uptime 24x7, 365 days a years, excluding scheduled maintenance.
3. Provide connectivity to a 1.0 Gbps network switch.
4. Physical system security will be maintained by ISS of WFA servers and storage that services the organization disaster recovery services.
5. Trouble reporting and tracking.

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6. Maintenance of the environmental factors in the facilities, including air conditioning, power conditioning, and UPS equipment.
7. Provide visual monitoring of WFA equipment and physical assistance for powering off and/or on the equipment during general hours of operation support. WFA equipment shall not be physically touched unless instructed to do so by authorized WFA personnel.
8. Accompany WFA IT staff or vendor repair personnel, as needed, when physical access is needed with the Emergency Operations Data Center.

Note: General hours of operational support are 7:00 am to 5:00 pm EST/EDT, Monday through Friday, excluding holidays. Emergency services are available by calling the ISS Solution Center at 561-355-HELP (4357), which is available on a 24x7 basis.

**B. Workforce Alliance Responsibilities:**

WFA responsibilities and/or requirements in support of this agreement include:

1. Installation or relocation of WFA server/SAN, system upgrades and patches, or other specialized services.
2. Ongoing maintenance of WFA server and SAN to be housed in the County facility.
3. Provide ISS with a process for contacting appropriate staff should an issue arise that requires activity on the part of WFA as it relates to WFA equipment.
4. Monitoring of system performance.
5. Trouble reporting and tracking.
6. Customers are responsible for acquiring legal licenses for all software.
7. Advanced scheduling of all service related requests and other special services with ISS.

8. Minimum of 48 hour notice required for non-scheduled maintenance unless it is a critical emergency (high impact to customers). This will be done outside of the normal Mon-Fri 8-5 business hours.
9. If the WFA systems are compromised via the application layer, ISS will disconnect the servers from the network. It is the application owner's responsibility to address both the compromised system as well as the associated service outage.

### **III. Availability of ISS Server and Storage Services**

ISS will provide WFA with leased server and storage facility space. ISS reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to WFA.

In the event that system availability is documented by ISS and declared by WFA to be less than 99.9% for two (2) consecutive months, WFA shall not be liable for service fees 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-rated basis.

### **IV. Protocol for Reporting Co-Location and DR Service Problems**

All service issues should be reported to WFA's IT support staff. If WFA's initial diagnosis of the reported problem indicates that it is related to server or storage availability (e.g., connection lost, slow response time) rather than a problem at the application or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (4357). All service problems reported by WFA will be recorded and tracked in ISS'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 organization is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

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**V. Problem Escalation Contacts:**

The following escalation path should be followed should any issues arise:

**First Contact:** Palm Beach County 24x7 Network Operations Center: 561-355-HELP (4357)

Michael Strivelli, Senior Manager of ISS Computing Platform Services:

561-355-4252 (office)

561-722-3826 (cell)

Phil Davidson, Deputy Director of ISS Operations:

561-355-3956 (office)

561-722-3349 (cell)

Steve Bordelon, Director of ISS:

561-355-2394 (office)

561-713-3197 (cell)

Hours of Operation: 6:00 am to 12:00 pm

**ISS Emergency Contact Information:**

Santhosh Samuel, Microsoft Server Manager

Cell - 561 628 2205

Office – 561-355-6268

**WFA Emergency Contact Information:**

Richard Medel, IS Director

Cell – 561 543 4408

Office - Tel: (561) 340-1060 Ext.2401

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**VI. Fees and Charges for Co-Location (Leased) Services**

The billing method and fees associated with provision of Co-location (leased) and Disaster Recovery services by ISS to WFA shall be based on the table below:

ISS Service Component	Unit	ISS Pricing	WFA Monthly Charges	WFA Annual Charges
<b>Recurring</b>				
Rack	Full	\$ 140	0	
	Half	\$ 70	0	
	Qtr	\$ 35	\$35	\$420
Network Connection		\$ 250	\$250	\$3,000
Power (PDUs)	20 Amp	\$ 200		
	30 Amp	\$ 300	\$600	\$7,200
	50 Amp	\$ 1,000		
Service Fee		\$ 100	\$100	\$1,200
<b>Total Estimated Recurring</b>			<b>\$985</b>	<b>\$11,820</b>
<b>One Time Fee</b>				
Set Up Fee		\$ 500		\$500

**VIII. Server/Storage Housing**

The proposed system will be housed within the computer room of the County's Emergency Operation Center on Military Trail in West Palm Beach. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to WFA's server and storage.

System responsibilities will be shared with ISS providing full network administration services along with continuous monitoring and 7 by 24 on-call support as well as facility maintenance and monitoring. WFA will be responsible for their server and storage system.

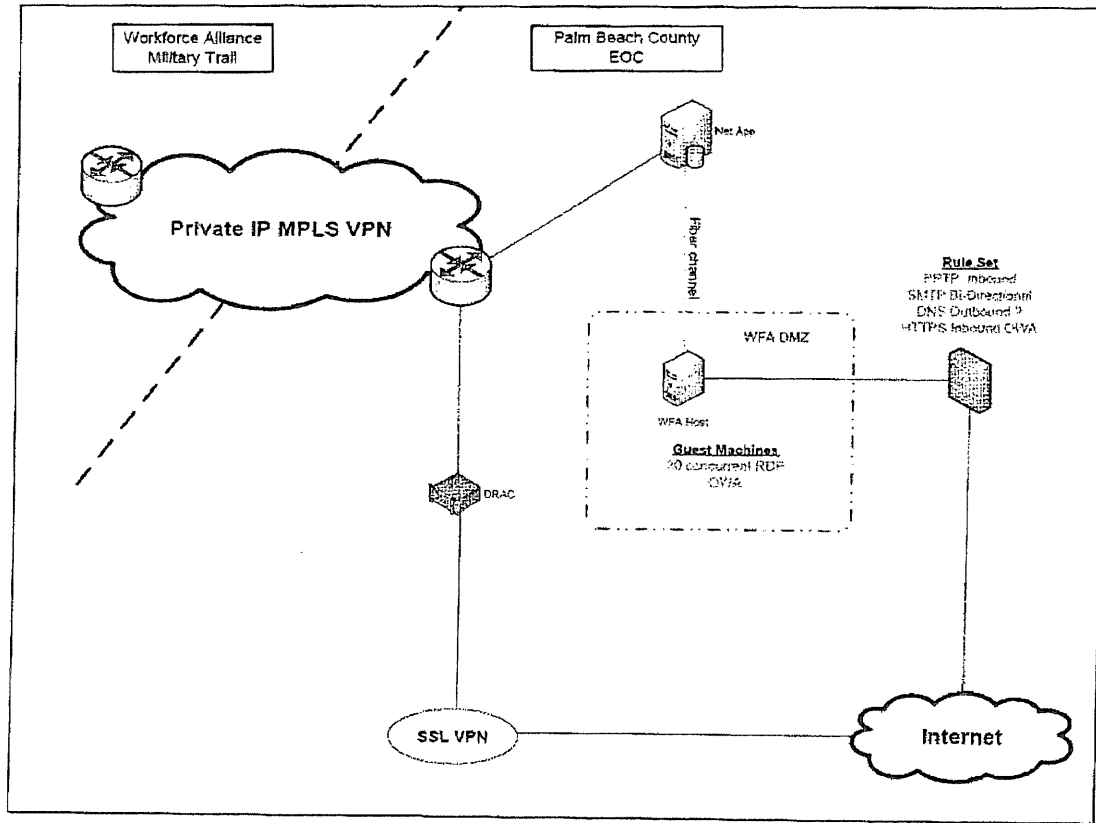
**VIII. Disaster Recovery**

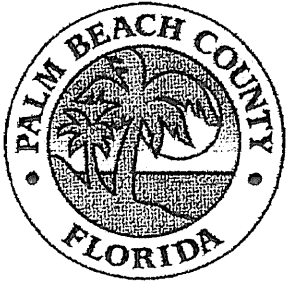
In the event of a disaster, system activation will be the responsibility of WFA. Network connectivity and operation will be the responsibility of ISS. System activation decisions will be the sole responsibility of WFA staff.

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IX. Proposed System Design Diagram





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

Task Order #:

Original Agreement #R:

Organization requesting services: Workforce Alliance, 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 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

Workforce Alliance, Inc.

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
(Name, Title)