

**Department:** Information Systems Services  
**Submitted by:** Information Systems Services  
**Submitted for:** Information Systems Services

## Page 1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$4,145)	(\$4,145)	(\$4,145)	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b><u>(\$4,145)</u></b>	<b><u>(\$4,145)</u></b>	<b><u>(\$4,145)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# Additional FTE					
Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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 October 1, 2021 for the Interlocal Agreement and expiration date of September 30, 2024.

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review:

aguf 10/4/21

III. REVIEW COMMENTS

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

Luz M. ... 10/6/21  
OFMB ~~CA~~ 10-10-21  
MG 10/6/21

John S. ... 10/14/21  
Contract Administration  
10-14-21 TW

B. Legal Sufficiency:

Jean-Adel Williams  
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 \_\_\_\_\_, 2021, by and between City of Jacksonville (“LOCAL GOVERNMENT”) a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds and replaces Agreement R2019-0342, dated March 12, 2019.

**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:

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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 in Section 6 herein, is for a period of three years from the effective date of the Agreement. The effective date is the date of approval by the Board of County Commissioners.

**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 lack of funding, cause or convenience upon

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

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      Indemnification and Hold Harmless**

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. 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.

**Section 8      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 9      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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

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  
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 10    Entire Agreement**

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

**Section 11    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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**Section 12    Binding Agreement**

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

**Section 13    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 LOCAL GOVERNMENT'S Ordinance Code, LOCAL GOVERNMENT'S maximum indebtedness under this Agreement shall be a fixed monetary amount not to exceed TWELVE THOUSAND FOUR HUNDRED THIRTY-FIVE and NO/100 DOLLARS (\$12,435.00).

**Section 14    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 15    Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A.    Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B.    Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.
- D. Upon completion of the Agreement, the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,**



*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE,  
WEST PALM BEACH, FL 33401, BY E-MAIL AT  
RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**Section 16     Access and Audits**

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) 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 any of the LOCAL GOVERNMENT'S places of business.

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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.

**Section 27     Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Section 28     E-Verify – Employment Eligibility**

LOCAL GOVERNMENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, LOCAL GOVERNMENT shall register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers. COUNTY shall terminate this Contract if it has a good faith belief that LOCAL GOVERNMENT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

----- Balance of page left intentionally blank -----

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

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:

Joseph Abruzzo, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

(SEAL)

APPROVED AS TO  
LEGAL SUFFICIENCY

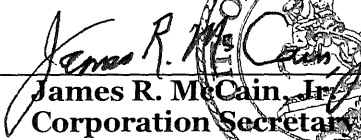
APPROVED AS TO TERMS AND  
CONDITIONS


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


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

ATTEST:

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

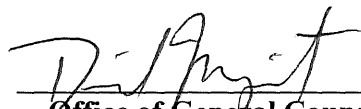
By:  \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

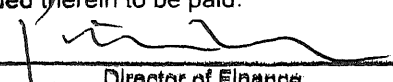


By:  \_\_\_\_\_  
Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No: 2019-02

APPROVED AS TO  
LEGAL SUFFICIENCY

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, 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.

By:  \_\_\_\_\_  
Office of General Counsel

 \_\_\_\_\_  
Director of Finance  
Contract # 71225-21

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*

*Re: Palm Beach County Application Services*

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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

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.



*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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](mailto:jlink@pbcgov.org)

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

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

**LOCAL GOVERNMENT**

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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

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
<b>TOTAL ANNUAL SOFTWARE LICENSE AND APPLICATION HOSTING SERVICES</b>		<b>\$4,145</b>
<b>MONTHLY COUNTY CHARGES</b> 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).		<b>\$345.42</b>
<u>Explanation of Charges:</u>  <u>Monthly Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT for Software License and Application Hosting Services with an effective date of September 1, 2021.  <u>Annual Charges</u> – 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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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. A Copy of the Task Order form is attached hereto as Attachment 1.

**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

***Agreement with Palm Beach County and the City of Jacksonville***  
***Re: Palm Beach County Application Services***

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.



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: \_\_\_\_\_

ISS Fiscal Manager: \_\_\_\_\_ Date: \_\_\_\_\_

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO  
LEGAL SUFFICIENCY

CITY OF JACKSONVILLE

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

\_\_\_\_\_  
Name / Title

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*  
02019 0312  
**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this 12 day of MAR 12 2019, 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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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.



*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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)

***Agreement with Palm Beach County and the City of Jacksonville***  
***Re: Palm Beach County ISS Services***

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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

**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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County ISS Services*

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

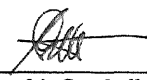
By:   
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

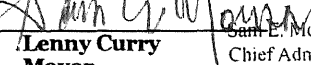
By:   
County Attorney

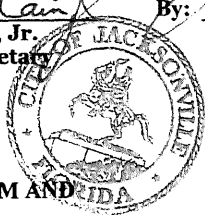
By:   
Archie Satchell, CIO, ISS

ATTEST:

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

By:   
James R. McCain, Jr.  
Corporation Secretary

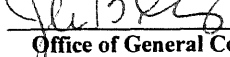
By:   
Lenny Curry  
Mayor



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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unexpounded 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.

By:   
Office of General Counsel

  
Director of Administration and Finance

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.



*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

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.

*Agreement with Palm Beach County and the City of Jacksonville*

*Re: Palm Beach County Application Services*

**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.

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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](mailto:jlink@pbcgov.org)

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

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

**LOCAL GOVERNMENT**

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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

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

*Agreement with Palm Beach County and the City of Jacksonville*  
*Re: Palm Beach County Application Services*

**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.

***Agreement with Palm Beach County and the City of Jacksonville***  
***Re: Palm Beach County Application Services***

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.