Agenda Item#: 3N1

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

Meeting Date: February 7, 2023	[X ] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing					
Department:							
	Submitted By: County Library/Administration						
Submitted For: County Library/Administration							
	I. EXECUTIVE BRIEF						
Motion & Title: Staff recommend Department and Grey House Publis renewal options not to exceed five	hing, Inc. for a (1) year ter	m beginning on upon approval, with					
Summary: The Library Department renewal options to purchase a substitution of the provides reviews and ranking organizations. Residents get immer Ratings for, Life & Annuity Insurers Banks, Credit Unions, Stocks, Exch Money Market Mutual Funds. This found in branches. The vendor requested in branches. The vendor requested Risk Manon-standard liability provisions different Department has requested Risk Manon-standard liability provision. Du accordingly, approval has been grant to move the Agreement forward for Publishing's limitation of liability is I Publishing from the County, and is punitive or special damages related of damages. Countywide (AH)	scription with Grey House dents with access to Weise to highlight the best and diate access to the Weise, Property & Casualty Instance-Traded Funds, Stopervice will over time replaires the County enter into the from the County's standaragement and County Are to business needs and anted by Risk Management Board of County Commitmited to the total amount not liable for any indirect.	Publishing, for use by the public. It is Financial Ratings Series Online of most financially stable of Independent and Unbiased urers, HMOs & Health Insurers, lack Mutual Funds, and Bond & lace the print editions currently of a License Agreement that lard requirements. The lattorney's Office approval of the lafter advising the Department land the County Attorney's Office signer approval. Grey House to of fees received by Grey House incidental, consequential,					
Background and Justification: Opprovider for more than forty-one ye the only financial ratings agency in advantages for users: The broades objectivity, high ethics and a community the strength of Weiss Ratings and information patrons need to make it Library Department uses databases for their use both in and outside library.	ars. Combined with Weis the world that provides a st coverage, the strictest in itment to safety. Financia Grey House Publishing to nformed decisions about s to provide high quality e	ss Ratings, which began in 1971, combination of five critical independence, complete al Ratings Series Online combines offer accurate, independent their financial planning. The					
Attachments:							
WeissRatings subscription	on agreement						
	)						
Recommended By:		(Douglas Crane) 1.24.23					
	tment Director	Date					
Approved By:	lf Blu	(Todd Bonlarron) $1/3(/23)$					
	int County Administrator	Dale					

### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>23</u>	20 <u>24</u>	20 <u>25</u>	20 <u>26</u>	20 <u>27</u>	
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	0 8,995 0 0	0 8,995 0 0	0 8,995 0 0	0 8,995 0 0	0 8,995 0 0	
NET FISCAL IMPACT	8,995	8,995	8,995	8,995	<u>8,995</u>	
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current B	0 udget?	0	0 Yes x	0 No	0	
Budget Account No.: Fund 1180 Dept 320 Unit 3200 Object 5401						
Does this item include the use of federal funds? Yes No x						

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Source: Ad Valorem Tax

Impact: Minimal fiscal impact. No transfer of funds required.

C. Departmental Fiscal Review:

(Director, Library Finance and Facilities)

Contract Dev. And Control

## III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

N/A

**Department Director** 



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- 4) Force Majeure. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government Restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
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- 7) <u>Severability</u>. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 8) <u>Governing Law</u>. The Agreement shall be construed according to the laws of Palm Beach County, Florida. You consent to the non-exclusive jurisdiction of courts situated in the state of Florida in any action arising under this Agreement.
- 9) <u>Effective Date.</u> This Agreement shall be effective on the Subscription Start Date listed on your invoice or purchase order, or the first date on which the Product is provided to you.
- 10) PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.
- 11) Grey House Publishing agrees to comply with all Federal, State and local laws and ordinances as they pertain to the scope of this Agreement.
- 12) Grey House Publishing and Palm Beach County Library agree that this subscription will not allow patrons to create a personal Watchlist. The Watchlist service will be turned off during the term of this subscription.

### ACCESS METHODS SCHEDULE

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YES YES YES	On-Site IP Address/Proxy Referring URL Remote Access	y		
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3.				
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