

Agenda Item #: 3U-2

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

Meeting Date: October 7, 2025

☒ Consent

☐ Regular

☐ Public Hearing

☐ Workshop

Department: Information Systems Services (ISS)

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) rescind** Interlocal Agreement (IA) R2019-1395;
- B) approve** the replacement IA for hosting services with the Children Services Council of Palm Beach County (CSC) for an annual revenue of \$44,910; and
- C) delegate authority** to 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, that do not substantially change the scope of work, terms or conditions of the IA.

Summary: CSC has an existing IA with Palm Beach County (R2019-1395) for hosting services. The County recommends rescinding the existing IA and replacing it with an IA for a period of one (1) year with four (4) automatic one (1)-year renewals unless notice is given by either party. This new IA which includes updated contract terms, language, and increased data storage, resulting in small changes in monthly charges fee on annual revenue of \$44,910. The Florida LambdaRail, LLC has approved connection of CSC to the Florida LambdaRail network. District 3 (DB)

Background and Justification: This IA provides CSC updated contract terms, language, and increased various data storage.

Attachments:

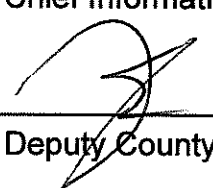
- 1. Interlocal Agreement with the Children Services Council of Palm Beach County (3)
- 2. Copy of Interlocal Agreement R2019-1395, dated September 10, 2019
- 3. Agreement with Florida LambdaRail LLC for the connection of the Children Services Council of Palm Beach County to the Florida LambdaRail network

Recommended by: _____


Chief Information Officer

9-4-25
Date

Approved by: _____


Deputy County Administrator

9/18/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$44,910)	(\$44,910)	(\$44,910)	(\$44,910)	(\$44,910)
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	(\$44,910)	(\$44,910)	(\$44,910)	(\$44,910)	(\$44,910)
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No
Does this item include the use of Federal Funds? Yes No X
Does this item include the use of State Funds? Yes No X

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

B. Recommended Sources of Funds / Summary of Fiscal Impact

Assumes a start date of Oct 2025, the FY 2026 revenue of \$44,910 is calculated as follows:

	Monthly Rate	Months	Total Revenue
Total Production	\$2,842.50	12	\$34,110
Total Disaster Recovery	\$900	12	\$10,800
Total			\$44,910

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 9/11/25
OFMB 9/11/25

[Signature] 9/15/25
Contract Administration 26 9.15.25

B. Legal Sufficiency:

[Signature] 9/18/25
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 Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services***

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this 14 day of October, 2025, by and between Children's Services Council of Palm Beach County ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2019-1395, dated September 10, 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:

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 Children's Services Council of Palm Beach County
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 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 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 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 Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services

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 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 Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services

To: CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

Lisa Williams-Taylor, Ph.D., Chief Executive Officer
2300 High Ridge Rd
Boynton Beach, FL 33426
(Telephone: 561-740-7000)

Debra Gotlib, General Counsel
2300 High Ridge Rd
Boynton Beach, FL 33426
(Telephone: 561-740-7000)

With a copy to: Scott Davey, Director of Information Services
2300 High Ridge Rd
Boynton Beach, FL 33426
(Telephone: 561-374-7621)

To: COUNTY: County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

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

***Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services***

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 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.

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, 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

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services

further agrees that all fees, charges and expenses shall be determined in accordance 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

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County ISS Services

RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV 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 Children's Services Council of Palm Beach County
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.

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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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 27 Scrutinized Companies

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT 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.

When agreement value is greater than \$1 million: As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

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Section 28 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 29 Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. LOCAL GOVERNMENT shall execute by manual means only, unless the COUNTY provides otherwise.

Section 30 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.

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Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
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:

PALM BEACH COUNTY

Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

(SEAL)

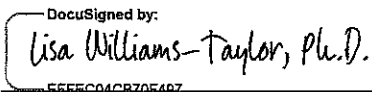
APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

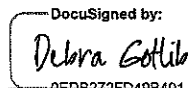
By:  _____
County Attorney

By:  _____
Archie Satchell, CIO, ISS

CHILDREN’S SERVICES COUNCIL OF PALM BEACH COUNTY

By:  _____
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer

APPROVED AS TO LEGAL
SUFFICIENCY

By:  _____
Debra Gotlib
General Counsel

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery

EXHIBIT A

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
HOSTING SERVICES: PRODUCTION AND DISASTER RECOVERY**

The purpose of this Exhibit is to delineate the hosting 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.

These hosting services originally commenced on November 16, 2010.

Section A: General Requirements for Hosting Services

Hosting services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all hosting services must meet the agreed upon technical specifications.

Section B: Description of Services

A. Baseline services from the COUNTY for Hosting Services will include:

1. ongoing maintenance of ISS server and SAN equipment in the COUNTY infrastructure;
2. physical system security on the ISS server and SAN equipment providing Server Hosting services to LOCAL GOVERNMENT;
3. server and SAN design;
4. acquisition and management of server and SAN assets;
5. acquisition and ownership of operating system and database licenses for all hardware providing Server Hosting services to LOCAL GOVERNMENT;
6. server and SAN equipment maintenance;
7. server and SAN security on ISS side of demarcation point;
8. monitoring of server and SAN performance;

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Re: Palm Beach County Server Hosting and Disaster Recovery

9. trouble reporting and tracking;
10. maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the Server Hosting infrastructure, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. acquiring licenses for all third-party software outside of the operation system and database software within part A above;
2. scheduling service-related or special service requests in advance;
3. adhering to pre-defined maintenance schedule for operating system maintenance services;
4. providing ISS with minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours Monday – Friday, 8:00am to 5:00pm;
5. assuring that the COUNTY system will not be compromised via the application layer of the computing environment. If any COUNTY system is compromised via the application layer, ISS will disconnect the server producing the compromised position, after informing LOCAL GOVERNMENT's designated Point of Contact (POC) with reasonable advanced notice, if appropriate. It is LOCAL GOVERNMENT's responsibility to address both the compromised system as well as the associated service outage.

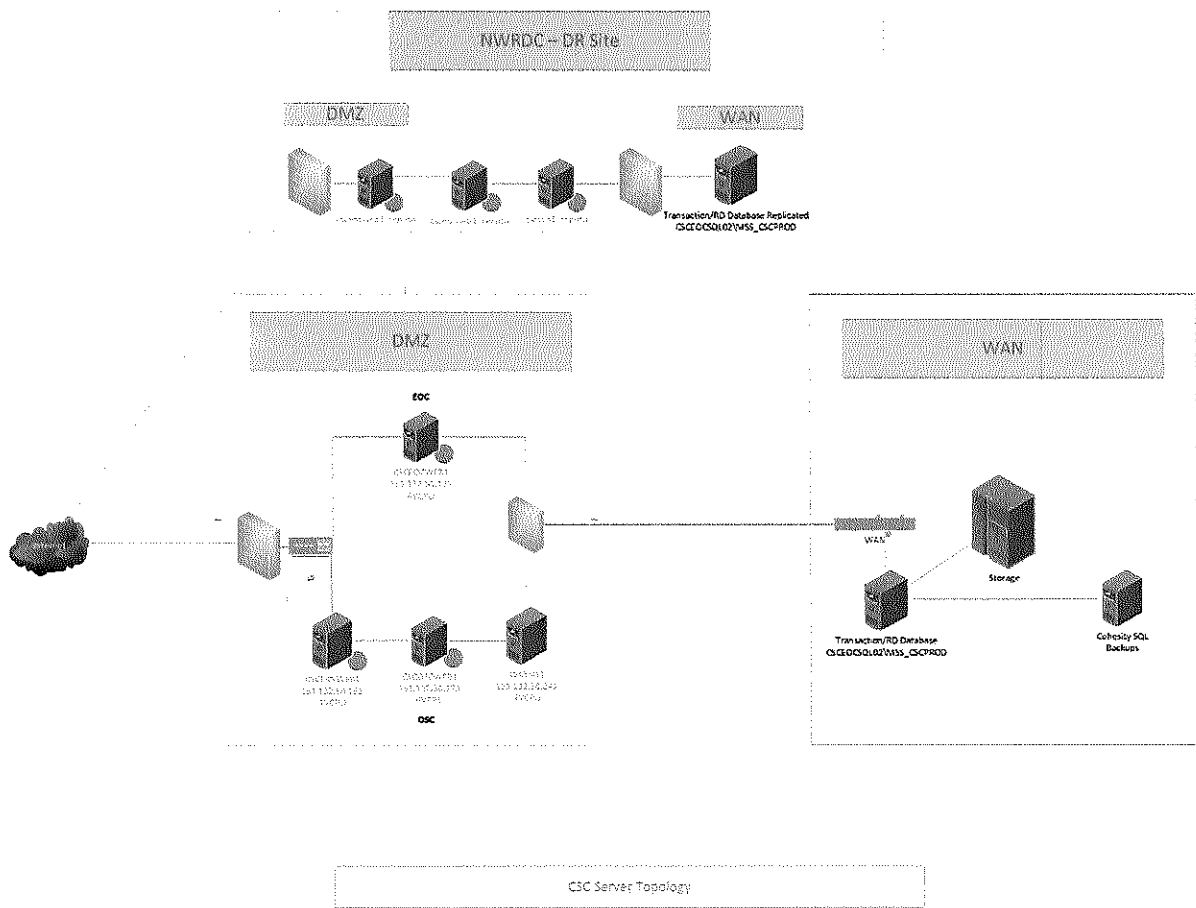
Section C: Server Hosting Design

The proposed system is be housed within the computer room of the COUNTY's Emergency Operation Center. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to the clustered database. System backups are also part of the design with both the server VMs and the SQL database being

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Re: Palm Beach County Server Hosting and Disaster Recovery

backed up to Cohesity Backup Software Solutions nightly. A backup is stored on-premise as well as the cloud.

The system design schematic is depicted below.



There are two front-end virtual Web servers which are load balanced as the application entry point. The servers reside in the COUNTY DMZ, which is surrounded by firewalls for security. The servers are the latest version of MS Server with IIS services load balanced utilizing the COUNTY’s F5 appliances. The web servers are backed up to the COUNTY Cohesity appliance and versioned every evening.

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Re: Palm Beach County Server Hosting and Disaster Recovery

Behind the web servers in the DMZ is a SQL database cluster made up of two physical servers running the latest version of MS SQL Server with clustered services. The cluster is configured as active-passive. The SQL storage resides in a SAN. Since the database and server are hosted within the COUNTY's private network, it will be highly secure behind two sets of firewalls.

System responsibilities will be shared with ISS providing full system administration services along with continuous monitoring and 7 by 24 on-call support. LOCAL GOVERNMENT shall be responsible for application administration.

Section D: Disaster Recovery

In order to improve the resilience of LOCAL GOVERNMENT's applications, a Disaster Recovery (DR) site operates outside the local area, within the Northwest Regional Data Center (NWRDC) in Tallahassee, Florida.

The DR infrastructure is comprised of one front-end virtual Web server within a DMZ and back ended with a virtual SQL database server utilizing standardized SAN technology. Replication is accomplished for the virtual server replication in VMware. The SQL data replication is handled with SAN replication technology.

In the event of a disaster, system activation shall be a manual process with system availability provided, but at a reduced capacity from that of the daily production system. System activation decisions will be the sole responsibility of LOCAL GOVERNMENT staff.

In the event of an activation request, DR procedures will entail several tasks as follows:

1. replication of the web server and database at the NWRDC shall be stopped and the database shutdown;
2. the DR database shall be started as a production operational database instance;
3. the replication virtual web server shall be started; and
4. connectivity to the environment and data shall be tested and approved for use by LOCAL GOVERNMENT appointed staff.

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery

Section E: Availability of Hosting Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY’s hosting services as provided herein. 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 LOCAL GOVERNMENT.

In the event that hosting services availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT 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 F: Protocol for Reporting Hosting Services Problems

All service 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 hosting services (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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 G: Threshold Criteria for Service Level Priorities

Priority Level	Service or Component	Status
1	Web Server	Down
1	Database Server	Down

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Re: Palm Beach County Server Hosting and Disaster Recovery

1	Universal Site Application	Down
2	Application at Specific Site	Not Responding
3	Web Server and/or Database Server	Responding Slow
3	Server Backup Software	Down

Section H: Response Notification Levels

Based upon the defined priority levels in Section I, the table below reflects the ISS response time. ISS maintains a 24/7 production environment and the Network Operations Center is staffed during the entire time period to document problems and contact support staff.

Priority Level	Response Type	ISS Notification
1	Immediate	24/7
2	Job Queue / High Priority	24/7
3	Job Queue / High Priority	Normal ISS Business Hours (M – F, 7:00am to 6:00pm)

Section I: Access for Hosting Services and Maintenance

Each party shall coordinate with the other party and obtain prior written approval from appropriate party designee as to the time of any planned maintenance, repair, or installation work. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY are authorized to access LOCAL GOVERNMENT hosting services. On weekends, holidays, or after normal business hours, the COUNTY’s representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT hosting services. The LOCAL GOVERNMENT shall make reasonable efforts to confirm access of the COUNTY’s personnel as quickly as possible.

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Re: Palm Beach County Server Hosting and Disaster Recovery***

The 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 hosting services under the Agreement.

Section J: Confidentiality

Subject to the provisions of the Florida Statutes governing public records, the COUNTY agrees that it shall treat all personal information and other records that reside in any of the hosted databases provided by LOCAL GOVERNMENT as confidential information and, except as required by law, will not transmit or distribute any such data or information, reports or other like output covered under this Agreement to any other party without the prior written consent of LOCAL GOVERNMENT providing such data to the COUNTY, with the COUNTY acknowledging such consent may be withheld at LOCAL GOVERNMENT's sole discretion. Additionally, subject to Section N of this Agreement, upon termination of this Agreement, the COUNTY agrees to purge or erase all such information from all databases within thirty (30) days following termination of this Agreement. The COUNTY agrees it shall maintain security and privacy of all data entered into the hosted databases in accordance with applicable Federal and Florida Statutes and Regulations.

Upon termination of this Agreement, the COUNTY shall provide all data to LOCAL GOVERNMENT in an agreed upon electronic format at no additional fee unless LOCAL GOVERNMENT provides written notice that it does not want to receive such information. The COUNTY shall also provide, within said thirty (30) day period, data residing in hosted databases provided LOCAL GOVERNMENT notifies the COUNTY in writing at least twenty (20) days prior to termination of LOCAL GOVERNMENT's desire to obtain such data; any fee providing such shall not exceed \$60.00.

The COUNTY agrees that all information communicated to the COUNTY by LOCAL GOVERNMENT with respect to the hosted applications will be held in confidence, except when material has been made public by LOCAL GOVERNMENT, or is public record pursuant to the Florida Public Record Law and not subject to an exemption there under. The COUNTY has been provided by LOCAL GOVERNMENT with a copy of Section 817.5681, Florida Statutes. Any information or material, regardless of form, furnished by LOCAL GOVERNMENT for the COUNTY's use, remains the sole property of LOCAL GOVERNMENT.

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery

Section K: Issue Escalation Contacts

Palm Beach County ISS

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

Santhosh Samuel, Director of ISS Platform Services
561-355-6268 (office)
772 262-5245 (cell)
ssamuel@pbc.gov

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
561-310-8273 (cell)
asatchell@pbc.gov

LOCAL GOVERNMENT Information Services

Hours of Operation: M-F, 8am to 5pm.

Robert Kurimski, Chief Technology Officer
561-374-7643 (Office)
561-7077-9785 (Cell)
Robert.kurimski@cscpbcc.org

Scott Davey, Director of Information Systems
561-374-7621 (Office)
Scott.davey@cscpbcc.org

Section L: Fees and Charges for Hosting Services

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

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery

The COUNTY will serve as project manager and incur all costs associated with the installation of hosting equipment. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under “Installation Charges”. Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Hosting Services and Billing Matrix						
Service Category	Service Start Date	Memory	Storage	Installation Charges	Monthly Charges	Annual Charges
Server Hosting – Production						
Web Servers - Dual Processor Quad Core (3 servers @ \$375 each monthly)	12/1/2010*	8 Gb	150 Gb	\$0	\$1,125	\$13,500
Database Servers - Dual Processor Quad Core (2 servers @ \$525 each monthly)	12/1/2010	8 Gb	250 Gb	\$0	\$1,050	\$12,600
1 Development Servers - Dual Processor Quad Core (1 server @ \$525 each monthly)	4/1/2012	8 Gb	250 Gb	\$0	\$525	\$6,300
Primary Data Storage – Production Data \$0.10 per Gb per month	4/1/2024	n/a	1.1 TB	\$0	\$110	\$1,320
Backup Data Storage – Production Data \$0.025 per Gb per month	4/1/2024	n/a	1.1 TB	\$0	\$27.50	\$330
Data Transport to Northwest Regional Data Center \$0.05 per Gb per month (over 1TB)	4/1/2024	n/a	1.1 TB	\$0	\$5	\$60
TOTAL - PRODUCTION				\$0	\$2,842.5	\$34,110
Server Hosting – Disaster Recovery						
Web Servers - Dual Processor Quad Core (1 servers @ \$375 each monthly)	4/1/2012	8 Gb	150 Gb	\$0	\$375	\$4,500
Database Servers - Dual Processor Quad Core (2 servers @ \$525 each monthly)	4/1/2012	8 Gb	250 Gb	\$0	\$525	\$6,300
TOTAL – DISASTER RECOVERY				\$0	\$900	\$10,800

***Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery***

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT 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.

Monthly COUNTY Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

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

* Original web server hosting start date is 12/1/2010 with 2 web servers. On 4/1/2012 an additional web server was added for a total of 3.

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. 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 M: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director’s 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 (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The 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.

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Server Hosting and Disaster Recovery

Section N: 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 Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery*

R2019 1395
Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this SEP 10 2019 day of SEP 10 2019, 2019, by and between Children's Services Council of Palm Beach County ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2015-1721, dated December 1, 2015.

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 Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

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 Exhibit

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 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 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 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 Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery*

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 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 Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

To: **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY**

Lisa-Williams-Taylor, Ph.D., Chief Executive Officer
2300 High Ridge Road
Boynton Beach, FL 33426
(Telephone: 561-740-7000)

Tom Sheehan, General Counsel
2300 High Ridge Road
Boynton Beach, FL 33426
(Telephone: 561-740-7000)

With a copy to: Scott Davey, Director of Information Services
2300 High Ridge Road
Boynton Beach, FL 33426
(Telephone: 561-374-7621)

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, 8th 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 10 Entire Agreement

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

*Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery*

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.

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.

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 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

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

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

Section 16 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 17 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 18 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 19 No Agency

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

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Section 20 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 21 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 22 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 23 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 24 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.

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Section 25 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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Agreement with Palm Beach County and Children's Services Council of Palm Beach County
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

R2019 1395 SEP 10 2019
Palm Beach County, By Its
Board of County Commissioners

By: 
Deputy Clerk

By: 
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

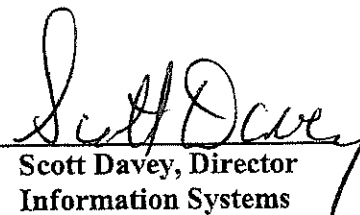
APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Archie Satchell
Chief Information Officer

Children's Services Council
of Palm Beach County

By: 
Lisa Williams-Taylor, Ph.D.
Chief Executive Officer

By: 
Scott Davey, Director
Information Systems

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Thomas Sheehan
General Counsel

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES HOSTING SERVICES: PRODUCTION AND DISASTER RECOVERY

The purpose of this Exhibit is to delineate the hosting 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.

These hosting services originally commenced on October 16, 2010.

Section A: General Requirements for Hosting Services

Hosting services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all hosting services must meet the agreed upon technical specifications.

Section B: Description of Services

A. Baseline services from the COUNTY for Hosting Services will include:

1. ongoing maintenance of ISS server and SAN equipment in the COUNTY infrastructure;
2. physical system security on the ISS server and SAN equipment providing Server Hosting services to LOCAL GOVERNMENT;
3. server and SAN design;
4. acquisition and management of server and SAN assets;
5. acquisition and ownership of operating system and database licenses for all hardware providing Server Hosting services to LOCAL GOVERNMENT;
6. server and SAN equipment maintenance;
7. server and SAN security on ISS side of demarcation point;
8. monitoring of server and SAN performance;

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

9. trouble reporting and tracking;
10. maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the Server Hosting infrastructure, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

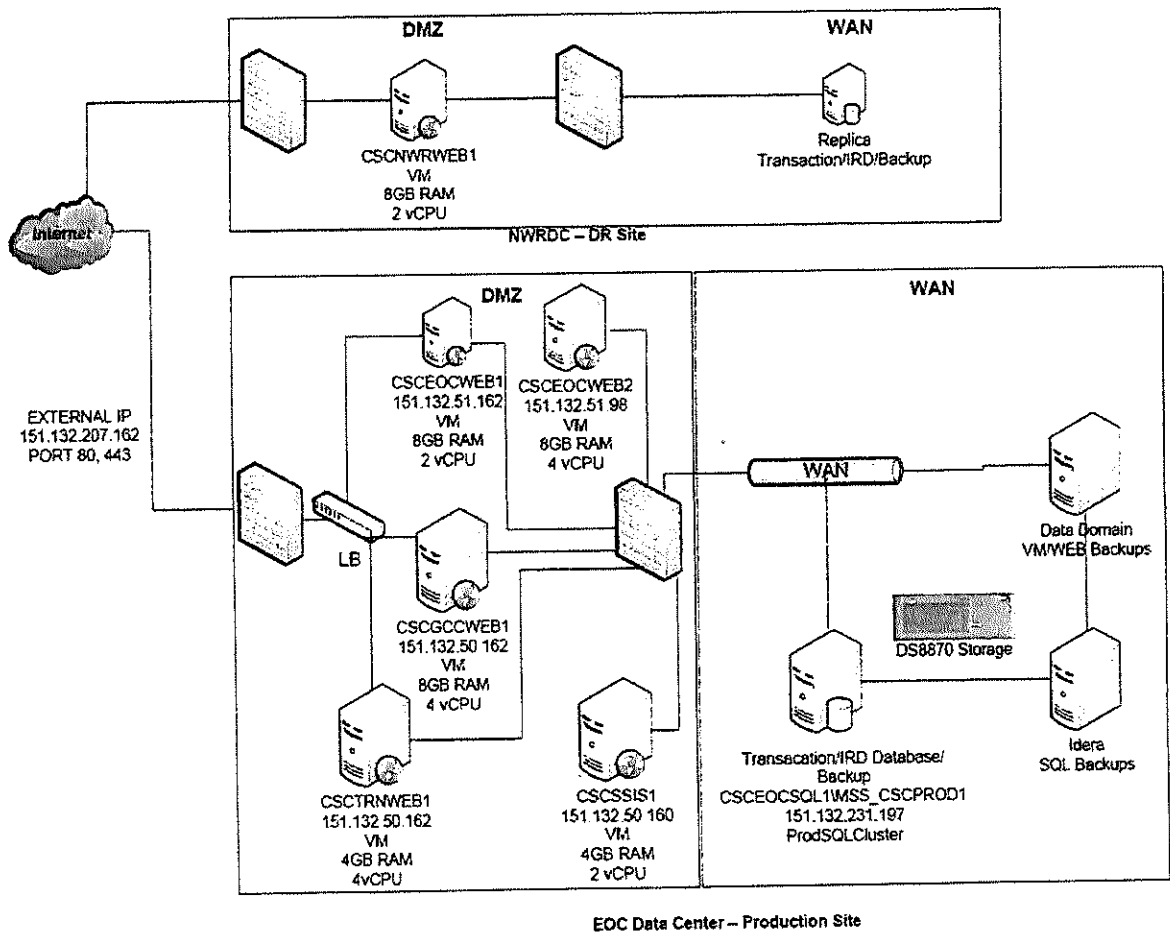
1. acquiring licenses for all third-party software outside of the operation system and database software within part A above;
2. scheduling service-related or special service requests in advance;
3. adhering to pre-defined maintenance schedule for operating system maintenance services;
4. providing ISS with minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours Monday – Friday, 8:00am to 5:00pm;
5. assuring that the COUNTY system will not be compromised via the application layer of the computing environment. If any COUNTY system is compromised via the application layer, ISS will disconnect the server producing the compromised position, after informing LOCAL GOVERNMENT's designated Point of Contact (POC) with reasonable advanced notice, if appropriate. It is LOCAL GOVERNMENT's responsibility to address both the compromised system as well as the associated service outage.

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Section C: Server Hosting Design

The proposed system is be housed within the computer room of the COUNTY's Emergency Operation Center. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to the clustered database. System backups are also part of the design with both the server VMs and the SQL database being backed up to LTO2 tape nightly utilizing Veritas NetBackup. A backup disk appliance by Data Domain is used for VM server version retention.

The system design schematic is depicted below.



Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

There are two front-end virtual Web servers which are load balanced as the application entry point. The servers reside in the COUNTY DMZ, which is surrounded by firewalls for security. The servers are the latest version of MS Server with IIS services load balanced utilizing the COUNTY's F5 appliances. The web servers are backed up to the COUNTY Data Domain appliance and versioned every evening.

Behind the web servers in the DMZ is a SQL database cluster made up of two physical servers running the latest version of MS SQL Server with clustered services. The cluster is configured as active-active to provide the highest level of redundancy. The SQL storage resides in a SAN using RAID 10 technologies. Since the database and server are hosted within the COUNTY's private network, it will be highly secure behind two sets of firewalls.

System responsibilities will be shared with ISS providing full system administration services along with continuous monitoring and 7 by 24 on-call support. LOCAL GOVERNMENT shall be responsible for application administration.

Section D: Disaster Recovery

In order to improve the resilience of LOCAL GOVERNMENT's applications, a Disaster Recovery (DR) site operates outside the local area, within the Northwest Regional Data Center (NWRDC) in Tallahassee, Florida.

The DR infrastructure is comprised of one front-end virtual Web server within a DMS and back ended with a virtual SQL database server utilizing standardized SAN technology. Replication is accomplished for the virtual server utilizing a tool, V-replicator from VMware. The SQL data replication is handled with Microsoft log shipping technology on a 4-hour schedule.

In the event of a disaster, system activation shall be a manual process with system availability provided, but at a reduced capacity from that of the daily production system. System activation decisions will be the sole responsibility of LOCAL GOVERNMENT staff.

In the event of an activation request, DR procedures will entail several tasks as follows:

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

1. replication of the web server and database at the NWRDC shall be stopped and the database shutdown;
2. the DR database shall be started as a production operational database instance;
3. the replication virtual web server shall be started; and
4. connectivity to the environment and data shall be tested and approved for use by LOCAL GOVERNMENT appointed staff.

Section E: Availability of Hosting Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY's hosting services as provided herein. 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 LOCAL GOVERNMENT.

In the event that hosting services availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT 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 F: Protocol for Reporting Hosting Services Problems

All service 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 hosting services (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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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.

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Section G: Threshold Criteria for Service Level Priorities

Priority Level	Service or Component	Status
1	Web Server	Down
1	Database Server	Down
1	Universal Site Application	Down
2	Application at Specific Site	Not Responding
3	Web Server and/or Database Server	Responding Slow
3	Server Backup Software	Down

Section H: Response Notification Levels

Based upon the defined priority levels in Section I, the table below reflects the ISS response time. ISS maintains a 24/7 production environment and the Network Operations Center is staffed during the entire time period to document problems and contact support staff.

Priority Level	Response Type	ISS Notification
1	Immediate	24/7
2	Job Queue / High Priority	24/7
3	Job Queue / High Priority	Normal ISS Business Hours (M – F, 7:00am to 6:00pm)

Section I: Access for Hosting Services and Maintenance

Each party shall coordinate with the other party and obtain prior written approval from appropriate party designee as to the time of any planned maintenance, repair, or installation work. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY are authorized to access LOCAL GOVERNMENT hosting services. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT hosting services. The LOCAL GOVERNMENT shall make reasonable efforts to confirm access of the COUNTY's personnel as quickly as possible.

The 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 hosting services under the Agreement.

Section J: Confidentiality

Subject to the provisions of the Florida Statutes governing public records, the COUNTY agrees that it shall treat all personal information and other records that reside in any of the hosted databases provided by LOCAL GOVERNMENT as confidential information and, except as required by law, will not transmit or distribute any such data or information, reports or other like output covered under this Agreement to any other party without the prior written consent of LOCAL GOVERNMENT providing such data to the COUNTY, with the COUNTY acknowledging such consent may be withheld at LOCAL GOVERNMENT's sole discretion. Additionally, subject to Section N of this Agreement, upon termination of this Agreement, the COUNTY agrees to purge or erase all such information from all databases within thirty (30) days following termination of this Agreement. The COUNTY agrees it shall maintain security and privacy of all data entered into the hosted databases in accordance with applicable Federal and Florida Statutes and Regulations.

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Upon termination of this Agreement, the COUNTY shall provide all data to LOCAL GOVERNMENT in an agreed upon electronic format at no additional fee unless LOCAL GOVERNMENT provides written notice that it does not want to receive such information. The COUNTY shall also provide, within said thirty (30) day period, data residing in hosted databases provided LOCAL GOVERNMENT notifies the COUNTY in writing at least twenty (20) days prior to termination of LOCAL GOVERNMENT's desire to obtain such data; any fee providing such shall not exceed \$60.00.

The COUNTY agrees that all information communicated to the COUNTY by LOCAL GOVERNMENT with respect to the hosted applications will be held in confidence, except when material has been made public by LOCAL GOVERNMENT, or is public record pursuant to the Florida Public Record Law and not subject to an exemption there under. The COUNTY has been provided by LOCAL GOVERNMENT with a copy of Section 817.5681, Florida Statutes. Any information or material, regardless of form, furnished by LOCAL GOVERNMENT for the COUNTY's use, remains the sole property of LOCAL GOVERNMENT.

Section K: 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

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

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

Agreement with Palm Beach County and Children’s Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

LOCAL GOVERNMENT Information Services

Hours of Operation: M-F, 8am to 5pm.

Robert Kurimski, Chief Technology Officer
561-374-7643 (office)
561-707-9785 (cell)
robert.kurimski@cscpbcc.org

Scott Davey, Director of Information Systems
561-374-7621 (office)
Scott.davey@cscpbcc.org

Section L: Fees and Charges for Hosting Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY’s hosting services provided to the LOCAL GOVERNMENT.

The COUNTY will serve as project manager and incur all costs associated with the installation of hosting equipment. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under “Installation Charges”. Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

LOCAL GOVERNMENT Hosting Services and Billing Matrix						
Service Category	Service Start Date	Memory	Storage	Installation Charges	Monthly Charges	Annual Charges
Server Hosting – Production						
2 Web Servers - Dual Processor Quad Core	12/1/2010	8 Gb	150 Gb	\$0	\$750	\$9,000
2 Database Servers – Dual Processor Quad Core	12/1/2010	8Gb	250 Gb	\$0	\$1,050	\$12,600
1 Web Server - Dual Processor Quad Core	4/1/2012	8 Gb	150 Gb	\$0	\$375	\$4,500

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

Service Category	Service Start Date	Memory	Storage	Installation Charges	Monthly Charges	Annual Charges
1 Development Server – Dual Processor Quad Core	4/1/2012	8 Gb	250 Gb	\$0	\$525	\$6,300
Primary Data Storage – Production Data	4/1/2012	n/a	600 Gb	\$0	\$60	\$720
TOTAL - PRODUCTION				\$0	\$2,760	\$33,120
Server Hosting – Disaster Recovery						
1 Web Server - Dual Processor Quad Core	4/1/2012	8 Gb	150 Gb	\$0	\$375	\$4,500
1 Database Server – Dual Processor Quad Core	4/1/2012	8 Gb	250 Gb	\$0	\$525	\$6,300
Backup Data Storage – Production Data	4/1/2012	n/a	600 Gb	\$0	\$15	\$180
Data Transport to Northwest Regional Data Center	4/1/2012	n/a	1 Tb	\$0	\$0	\$0
TOTAL – DISASTER RECOVERY				\$0	\$915	\$10,980
<u>Explanation of Charges:</u> <u>Installation Charges</u> – This is a one-time billable cost. <u>Monthly COUNTY Charges</u> – The monthly charge paid by LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Remote Server Hosting Services. <u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by LOCAL GOVERNMENT.						

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

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. 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 M: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's 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 (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The 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.

Section N: 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.

EXHIBIT B

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES HOSTING SERVICES: PRODUCTION AND DISASTER RECOVERY

The purpose of this Exhibit is to delineate the hosting services to be provided to the Children's Services Council of Palm Beach County ("CSC") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the CSC in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These hosting services originally commenced on 11/16/2010.

Section A: General Requirements for Hosting Services

Hosting services must be approved by both the County and the CSC if said connection affects the entire network. However, all hosting services must meet the agreed upon technical specifications.

Section B: Description of Services

A. Baseline services from the County for Hosting Services will include:

1. ongoing maintenance of ISS server and SAN equipment in the County infrastructure;
2. physical system security on the ISS server and SAN equipment providing Server Hosting services to CSC;
3. server and SAN design;
4. acquisition and management of server and SAN assets;
5. acquisition and ownership of operating system and database licenses for all hardware providing Server Hosting services to CSC;
6. server and SAN equipment maintenance;
7. server and SAN security on ISS side of demarcation point;

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

8. monitoring of server and SAN performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the Server Hosting infrastructure, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. CSC Responsibilities will include:

1. acquiring licenses for all third-party software outside of the operation system and database software within part A above;
2. scheduling service-related or special service requests in advance;
3. adhering to pre-defined maintenance schedule for operating system maintenance services;
4. providing ISS with minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours Monday – Friday, 8:00am to 5:00pm;
5. assuring that the County system will not be compromised via the application layer of the computing environment. If any County system is compromised via the application layer, ISS will disconnect the server producing the compromised position, after informing CSC's designated Point of Contact (POC) with reasonable advanced notice, if appropriate. It is CSC's responsibility to address both the compromised system as well as the associated service outage.

Section C: Server Hosting Design

The proposed system will be housed within the computer room of the County's Emergency Operation Center. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to the clustered database. System backups are also part of the design with both the server VMs and the SQL database being

Agreement with Palm Beach County and Children's Services Council of Palm Beach County

Re: Palm Beach County Hosting Service: Production and Disaster Recovery

backed up to LTO2 tape nightly utilizing Veritas NetBackup. A backup disk appliance by Data Domain will be used for VM server version retention.

The system design schematic is depicted in Section E. There will be two front-end virtual Web servers which will be load balanced as the application entry point. These servers will reside in our DMZ area which is surrounded by firewalls for security. These servers will be MS Server 2008 with IIS services load balanced utilizing our F5 appliances. These web servers will be backed up to our Data Domain appliance and versioned every evening.

Behind the web servers in the DMZ will be a SQL database cluster made up of two physical servers running MS SQL Server 2005 with clustered services. The cluster will be configured as active-active to provide the highest level of redundancy. The SQL storage will reside in a SAN using RAID 10 technologies. Since the database and server will be hosted within the County's private network, it will be highly secure behind two sets of firewalls.

System responsibilities will be shared with ISS providing full system administration services along with continuous monitoring and 7 by 24 on-call support. CSC will be responsible for application administration.

Section D: Disaster Recovery

In order to improve the resilience of CSC's applications, the second phase of the system design will be to configure a Disaster Recovery (DR) site outside the local area. This DR structure will reside within the Northwest Regional Data Center (NWRDC) in Tallahassee, Florida.

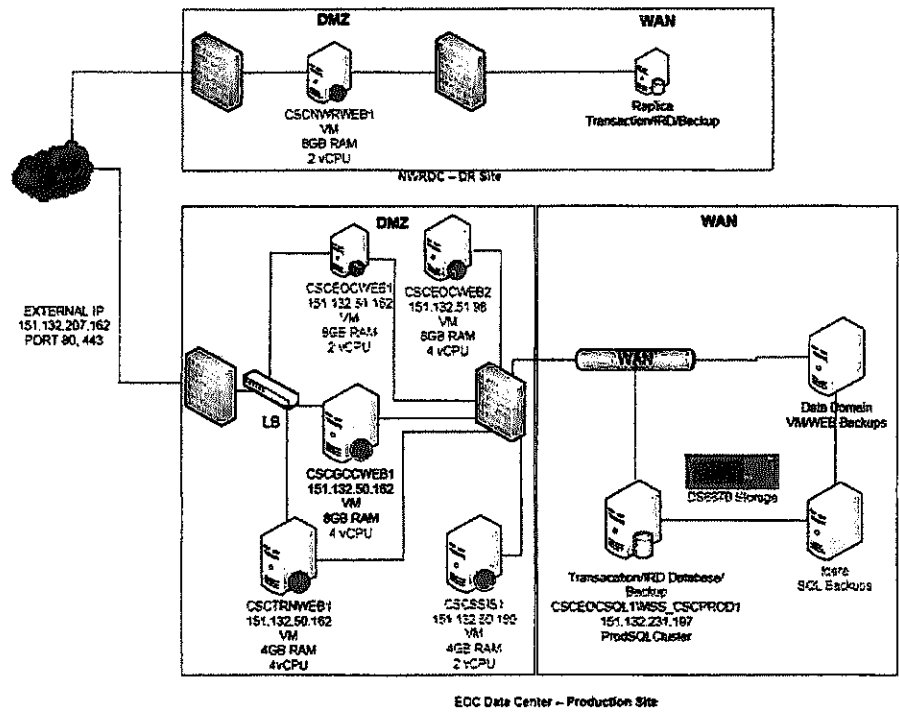
The DR infrastructure will be comprised of one front-end virtual Web server within a DMS and back ended with a virtual SQL database server utilizing standardized SAN technology. Replication will be accomplished for the virtual server utilizing a tool, V-replicator from VMware. The SQL data replication will be handled with Microsoft log shipping technology on a 4-hour schedule.

In the event of a disaster, system activation will be a manual process with system availability provided, but at a reduced capacity from that of the daily production system. System activation decisions will be the sole responsibility of CSC staff.

In the event of an activation request, DR procedures will entail several tasks as follows:

1. replication of the web server and database at the NWRDC will be stopped and the database shutdown;
2. the DR database will be started as a production operational database instance;
3. the replication virtual web server will be started; and
4. connectivity to the environment and data will be tested and approved for use by CSC appointed staff.

Section E: System Design Schematics



Section F: Data Center Relocation

The County is anticipating moving to a new Data Center. The new Data Center will be located at 2601 Vista Parkway in West Palm Beach. The County will inform CSC of the planned move date once it becomes available. ISS will coordinate with CSC for moving their Hosting Services for Production and DR services to this location. The County will ensure CSC has an equivalent infrastructure in place as originally outlined in this Exhibit.

Section G: Availability of Hosting Services

The County will provide the CSC with access to the County's hosting services as provided herein. 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 CSC.

In the event that hosting services availability is documented by the County and declared by the CSC to be less than 99.9% for two (2) consecutive months, the CSC 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 H: Protocol for Reporting Hosting Services Problems

All service issues should first be reported to the CSC's IT support staff. If the CSC's initial diagnosis of the reported problem indicates that it is related to hosting services (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 CSC 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 CSC 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 I: Threshold Criteria for Service Level Priorities

Priority Level	Service or Component	Status
1	Web Server	Down
1	Database Server	Down
1	Universal Site Application	Down
2	Application at Specific Site	Not Responding
3	Web Server and/or Database Server	Responding Slow
3	Server Backup Software	Down

Section J: Response Notification Levels

Based upon the defined priority levels in Section I, the table below reflects the ISS response time. ISS maintains a 24/7 production environment and the Network Operations Center is staffed during the entire time period to document problems and contact support staff.

Priority Level	Response Type	ISS Notification
1	Immediate	24/7
2	Job Queue / High Priority	24/7
3	Job Queue / High Priority	Normal ISS Business Hours (M – F, 7:00am to 6:00pm)

Section K: Access for Hosting Services and Maintenance

Each party shall coordinate with the other party and obtain prior written approval from appropriate party designee as to the time of any planned maintenance, repair, or installation work. During normal business hours, the County shall ensure that all the County personnel or contractors representing the County are authorized to access CSC hosting services. On weekends, holidays, or after normal business hours, the County's representative shall call the

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Re: Palm Beach County Hosting Service: Production and Disaster Recovery

CSC to report any emergency that requires access to any CSC hosting services. The CSC shall make reasonable efforts to confirm access of the County's personnel as quickly as possible.

The 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 CSC hosting services under the Agreement.

Section L: Confidentiality

Subject to the provisions of the Florida Statutes governing public records, the County agrees that it shall treat all personal information and other records that reside in any of the hosted databases provided by CSC as confidential information and, except as required by law, will not transmit or distribute any such data or information, reports or other like output covered under this Agreement to any other party without the prior written consent of CSC providing such data to the County, with the County acknowledging such consent may be withheld at CSC's sole discretion. Additionally, subject to Section N of this Agreement, upon termination of this Agreement, the County agrees to purge or erase all such information from all databases within thirty (30) days following termination of this Agreement. The County agrees it shall maintain security and privacy of all data entered into the hosted databases in accordance with applicable Federal and Florida Statutes and Regulations.

Upon termination of this Agreement, the County shall provide all data to CSC in an agreed upon electronic format at no additional fee unless CSC provides written notice that it does not want to receive such information. The County shall also provide, within said thirty (30) day period, data residing in hosted databases provided CSC notifies the County in writing at least twenty (20) days prior to termination of CSC's desire to obtain such data; any fee providing such shall not exceed \$60.00.

The County agrees that all information communicated to the County by CSC with respect to the hosted applications will be held in confidence, except when material has been made public by CSC, or is public record pursuant to the Florida Public Record Law and not subject to an exemption there under. The County has been provided by CSC with a copy of Section 817.5681, Florida Statutes. Any information or material, regardless of form, furnished by CSC for the County's use, remains the sole property of CSC.

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

Santhosh Samuel, Senior Manager, Microsoft Platform
561-355-6268 (office)
561-628-2205 (cell)

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

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

CSC Information Services

Hours of Operation: M-F, 8am to 5pm

Robert Kurimski, Chief Technology Officer
561-374-7643 (office)
robert.kurimski@cscpbcc.org

Scott Davey, Director of Information Systems
561-374-7621 (office)
scott.davey@cscpbcc.org

Section N: Fees and Charges for Hosting Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's hosting services provided to the CSC.

The County will serve as project manager and incur all costs associated with the installation of hosting equipment. The CSC will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

Agreement with Palm Beach County and Children's Services Council of Palm Beach County
Re: Palm Beach County Hosting Service: Production and Disaster Recovery

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

CSC Hosting Services and Billing Matrix				
Service Category	Service Start Date	Installation Charges	Monthly Charges	Annual Charges
Server Host (Production)				
Setup Fee	12/1/2010	\$ 5,000		
2 Web Servers	12/1/2010		\$ 500	\$ 6,000
1 Additional Web Server	4/1/2012		\$ 250	\$ 3,000
2 Database Servers	12/1/2010		\$ 1,100	\$ 13,200
Data Storage – 400GB actual	4/1/2012		\$ 80	\$ 960
Add'l Data Storage–1 TB/Reporting (1000GB x .10)	4/1/2012		\$ 100	\$1,200
PRODUCTION TOTALS:		\$ 5,000	\$ 2,030	\$ 24,360
Server Host (DR)				
Setup Fee	4/1/2012	\$ 1,250		
1 Web Server	4/1/2012		\$ 200	\$ 2,400
1 Database Server	4/1/2012		\$ 500	\$ 6,000
Access fee for NWRDC	4/1/2012		\$ 100	\$ 1,200
Data Storage 400GB prod data & 1TB Reporting (1400GB x .10)	4/1/2012		\$ 140	\$ 1,680
DISASTER RECOVERY TOTALS :		\$ 1,250	\$ 940	\$ 11,280
<u>Explanation of Charges:</u> <u>Installation Charges</u> – This is a one-time billable cost paid in full by CSC under R2010-1931. <u>Monthly County Charges</u> – The monthly charge paid by CSC for Hosting Services, includes production and disaster recovery services, effective 4/1/2015. <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by CSC.				

N1. Omitted

N2: Billing and Payment

The County shall submit quarterly invoices to the CSC which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the CSC in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The CSC is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the CSC. The CSC agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Hosting Services.



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

Task Order #:

Original Agreement #R:

Organization requesting services: Children's Services Council of Palm Beach County

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

CHILDREN'S SERVICES COUNCIL OF
PALM BEACH COUNTY

COUNTY ATTORNEY

Name, Title



Joseph A. Lazor, CGEIT, CISM, ITIL v^(®) F
Chief Executive Officer
Joseph.lazor@flrnet.org

April 17, 2019

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

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

Dear Mike,

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

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

Please accept this letter as authorization for Palm Beach County (an FLR Associate) to connect the Children's Services Council of Palm Beach County to the FLR network.

Respectfully,

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

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail

Florida LambdaRail, LLC
1607 Village Square Boulevard, Suite 4, Tallahassee, FL 32309
Phone 850.385.0041; Fax 850.385.0379; URL www.flrnet.org