

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	—	—	—	—	—
Operating Costs	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
External Revenues	(\$16,800)*	(\$16,800)	(\$16,800)	(\$16,800)	(\$16,800)
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	(\$14,400)	(\$14,400)	(\$14,400)	(\$14,400)	(\$14,400)
# ADDITIONAL FTE POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes X No ___

Budget Account No.: Fund 5000 Department 490 Unit 130 Object 6999

Reporting Category ___

**Per Exhibit A of the Interlocal Agreement, each additional connection activated for the municipalities will be charged at the rate of \$500 per month (\$6,000 annually) with no (\$0) corresponding increase in cost to the County.*

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

C. Departmental Fiscal Review:

[Signature] 10/1/00

III. REVIEW COMMENTS

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

Abrahamite 10-6-08
OFMB *(NO) 10/1/08* *en 10/1/08*

[Signature]
Contract Dev. and Control
10/7/08 These contracts comply with our review requirements. At the time of our review, the contract with Jupiter was not executed.

B. Legal Sufficiency:

Paul F. Jr.
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification (continued from page 1)

Faster Internet response time, access to offsite (backup) computing facilities, and a lower cost of service provide strong incentives for other cities to join the County's network, especially after the precedent that these initial Interlocal Agreements with the City of Palm Beach Gardens and the Town of Jupiter will establish. ISS is currently in active discussions with the cities of West Palm Beach, Delray Beach, Boynton Beach, Palm Springs, and Royal Palm Beach.

This example of intergovernmental sharing of public sector resources results in benefits for all parties. Joint use of network resources and cost sharing among the user organizations will reduce the overall costs of network services while offering greater bandwidth for network applications.

Please note that the attached Interlocal Agreement with Palm Beach Gardens has been approved by their City Council whereas the Interlocal Agreement with the Town of Jupiter is an unsigned document awaiting action by their Town Council.

Interlocal Agreement

This Interlocal Agreement (the "Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2008, by and between The Municipality of Palm Beach Gardens, Florida,(the "Municipality"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the Municipality and the County have recognized the need for the Municipality to connect to the County's Network ("Network") for the purpose of utilizing the County as the Municipality's Internet Service Provider and to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, the County and Municipality have demonstrated needs for Network connectivity, and both parties are supported by local tax dollars, are stewards of public funds, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

WHEREAS, more effective, efficient, and reliable public services will result from the County and the Municipality utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Municipal taxpayers; and

WHEREAS, Section 163.01, Florida Statutes, permits municipalities and counties to enter into Interlocal Agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

WHEREAS, the parties believe that additional advanced networking initiatives will come to fruition through the synergies of the County government and the Municipality working in unison; and

*Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network*

WHEREAS, in recognizing these facts, the Municipality and the County desire to enter into such an agreement which provides for the joint use of such Network and establishes policies for its use by each organization.

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

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to interconnect the Municipality to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the City of Palm Beach Gardens and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Municipality's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall be in full force and shall become effective upon its execution by both parties.

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 13 herein.

Section 4 Network Connection

The Municipality will be provided with a fiber connection and sufficient bandwidth capacity to meet the Municipality's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Municipality shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purpose of the Municipality, and all associated labor costs to connect the

*Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network*

Municipality's facility. Additionally, the Municipality shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".

Section 5 Resale of Network Services

The Municipality shall not share or resell any portion of the County's network 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 County's Responsibilities for Network Management

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

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

The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and the Municipality. The County shall provide the Municipality with access to the County's Network on a best-effort basis and as otherwise provided for herein. The County agrees to share its network monitoring tools to provide the Municipality's technical staff with the capability to monitor its portions of the Network, and perform local trouble shooting routines prior to escalating any service issue to ISS.

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

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Municipality's facilities. Entrance facilities at the Municipality's locations from road to Demarcation Point belong to the Municipality whereas the fiber within may belong to the County.

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

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

Section 7 Service Level Agreement

Roles and responsibilities of the County and Municipality are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

Section 8 Network Ownership

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

Should the Municipality receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

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Re: Interconnection to the Palm Beach County Network*

Section 9 Modifications to Network

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

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Municipality and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

When either the Municipality or the County enters into a contract with an outside contractor for Network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the Network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Network must be communicated in writing to the County for review and approval. The parties however agree to comply with Network security provisions.

Section 10 Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Municipality. However, should any equipment owned by the Municipality render any harmful interference to the County Network, ISS may disconnect any or all Municipality connections after informing the Municipality's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Municipality facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section 11 Termination for Convenience

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

Section 12 Indemnification and Hold Harmless

The Municipality and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Municipality and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, data bases, 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 13 Damage Caused by Disasters

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Re: Interconnection to the Palm Beach County Network*

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the line, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Municipality and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the Municipality or the County, the owning party shall determine if the line will be repaired or replaced.

Section 14 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

Section 15 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 Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network*

To: **Municipality:** City of Palm Beach Gardens

Attention: City Manager

10500 N. Military Trail Palm Beach Gardens, Florida 33410

With a copy to: City Attorney
City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410

To: **COUNTY:** Steve Bordelon, Director of ISS
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th FL
West Palm Beach, FL 33401
Telephone: 561-355-2394

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225

Section 16 Entire Agreement

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

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Re: Interconnection to the Palm Beach County Network*

Section 17 Filing

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller's Office.

Section 18 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 19 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 20 Binding Agreement

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

Section 21 Subject to Funding

This Agreement is subject to fiscal funding out.

Section 22 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, Florida, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network

By: _____
County Attorney

By: Steve Bordelon
Director, ISS

ATTEST:

THE City of Palm Beach Gardens
PALM BEACH COUNTY

By: Patricia Snider
Patricia Snider, CMC, City Clerk

By: Eric Jablin
Eric Jablin, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Robert A. Lohman
~~R. Max Lohman, Interim City Attorney~~
Robert A. Losillo *Asst*

EXHIBIT A

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Municipality in carrying out the terms of the Interlocal Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

I. Annual Planning and Service Level Agreement Review

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of network services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

Connection to the Network must be approved by both the County and the Municipality if said connection affects the entire Network. However, all connections must meet the agreed-upon technical specifications.

II. Description of Services

A. Baseline services from ISS will include:

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds the Municipality's network (router) connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses;
3. Network Design;
4. Acquisition and management of Network assets;

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Re: Interconnection to the Palm Beach County Network*

5. Installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment maintenance;
7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

B. Municipality Responsibilities

1. All intra-building network maintenance and security of the facility;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for Municipality-owned facilities;
6. The Municipality agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by Municipality staff to evaluate whether the cause of any system problem is associated with factors under the control of the Municipality; and

*Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network*

7. The Municipality shall install network security hardware and software as by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Municipality will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. The Municipality may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Municipality shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites identified by the Municipality. The Municipality shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.
9. The Municipality will provide, at its expense, the following equipment and facilities at each Municipality location (if required):
 - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
 - Air conditioning units which deliver a capacity of BTU's to the equipment room as specified by the manufacturer of equipment installed at the Municipality's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Municipality shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the Municipality shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.

*Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network*

11. The Municipality shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

III. Availability of the County Network Services

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

In the event that network availability is documented by the County and declared by the Municipality to be less than 99.9% for two (2) consecutive months, the Municipality shall not be liable for service fees beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

The County will monitor the Municipality's utilization of the Network to ensure sufficient capacity. Should the usage exceed 60% for a period of thirty (30) days or more, the County will initiate a bandwidth upgrade. Estimated upgrade completion time is within sixty (60) days.

IV. Protocol for Reporting Network Service Problems

All service issues should be reported to the Municipality's IT support staff. If the Municipality's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (355-4357). All service problems reported by the Municipality 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 Municipality is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

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Re: Interconnection to the Palm Beach County Network*

V. Facility Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Municipality's designee as to the time of any planned maintenance, repair, or installation work. However, the Municipality shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility.

On weekends, holidays, or after normal business hours, the County's representative shall call the Municipality to report any emergency that requires access to any Municipality facility. The Municipality shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

The County represents that it has verified, prior to entering into this Agreement, that neither the County or 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 the Municipality facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County:

Palm Beach County 24x7 Help Desk: 561-355-4357

Mike Butler, Director of ISS Network Services:

561-355-4601 (office)

561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS Operations:

561-355-3956 (office)

561-722-3349 (cell)

Steve Bordelon, Director of ISS:

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Re: Interconnection to the Palm Beach County Network*

561-355-2394 (office)
561-355-2394 (cell)

Municipality of Palm Beach Gardens:

Eric Holdt, (Information Technology Administrator)
(561) 799-4142 (office)
(561) 662-7203 (cell)

VII. Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County Network Services provided to the Municipality. The usage fees for connection to the County's Network and Internet provisioning will be a flat monthly fee of **\$700.00** as of the signing of this Agreement. Charges will be assessed on a monthly basis, and the County will invoice the Municipality quarterly.

A. Cost Components

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County will review the financial impact and make appropriate rate adjustments on an annual basis.

The charges for connection to the Network and the Network Services shall be based upon the County's ISS Cost Allocation Plan. The County shall provide information relative to the methodologies, including detailed costs and other inputs, from which the plan allocations are derived. The Municipality agrees that the County's cost allocation plan shall be annually reviewed and updated by the County. Notice of changes shall be provided to the Municipality as part of the annual budget preparation process. The Municipality agrees to pay an access charge for rights to connect to the County's Network. Costs applicable to Internet Service and LambdaRail interconnection shall be delineated in the ISS Cost Allocation Plan and shall include such components as staff salaries, data lines, software, annual maintenance agreements, contractors, and administrative overhead.

B. Billing and Payment

***Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens
Re: Interconnection to the Palm Beach County Network***

The ISS Director may, at his/her discretion, permit staff resources to assist the Municipality in the execution of certain Information Technology responsibilities, assuming that the Municipality agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the Municipality which will include a reference to the Agreement and identify the amounts due and payable to the County. The Municipality will pay such invoices within 30 days of presentation by the County. If the Municipality in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and the Municipality shall be in accordance with Florida law.

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***Interlocal Agreement**

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2008, by and between The Town of Jupiter, Florida, (the "Town"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the Town and the County have recognized the need for the Town to connect to the County's Network ("Network") for the purpose of utilizing the County as the Town's Internet Service Provider and to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, the County and Town have demonstrated needs for Network connectivity, and both parties are supported by local tax dollars, are stewards of public funds, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

WHEREAS, more effective, efficient, and reliable public services will result from the County and the Town utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Municipal taxpayers; and

WHEREAS, Section 163.01, Florida Statutes, permits municipalities and counties to enter into Interlocal Agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

WHEREAS, the parties believe that additional advanced networking initiatives will come to fruition through the synergies of the County government and the Town working in unison; and

WHEREAS, in recognizing these facts, the Town and the County desire to enter into such an agreement which provides for the joint use of such Network and establishes policies for its use by each organization.

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

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***AGREEMENT****Section 1 Purpose**

The purpose of this Agreement is to interconnect the Town to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the Town of Jupiter and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Town's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall become effective upon its execution by both parties.

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*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***Section 5 Resale of Network Services**

The Town shall not share or resell any portion of the County's network 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 County's Responsibilities for Network Management

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

The County shall be responsible for maintaining the Primary Network and all auxiliary components of the Network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the Network which service both County and Town facilities. The Town shall maintain that portion of its own network which exclusively serves its facilities. The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and the Town. The County shall provide the Town with access to the County's Network on a best-effort basis and as otherwise provided for herein. The County agrees to share its network monitoring tools to provide the Town's technical staff with the capability to monitor its portions of the Network, and perform local trouble shooting routines prior to escalating any service issue to ISS.

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

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and the County routers installed at each Town site. The County shall have no obligation or right to perform

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network*

maintenance or restoration on any electronics or other equipment owned by the Town. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on the TOWN's electronics or other equipment.

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

Section 7 Service Level Agreement

Roles and responsibilities of the County and Town are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

Section 8 Network Ownership

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

Should the Town receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section 9 Modifications to Network

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

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The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Town and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

When either the Town or the County enters into a contract with an outside contractor for Network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the Network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Network must be communicated in writing to the County for review and approval. The parties however agree to comply with Network security provisions.

Section 10 Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Town. However, should any equipment owned by the Town render any harmful interference to the County Network, ISS may disconnect any or all Town connections after informing the Town's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Town facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section 11 Termination for Convenience

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***Section 12 Indemnification and Hold Harmless**

The Town and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Town and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, data bases, 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 13 Damage Caused by Disasters

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the line, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Town and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the Town or the County, the owning party shall determine if the line will be repaired or replaced.

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***Section 14 Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

Section 15 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 Between Palm Beach County and the Town of Jupiter

Re: Interconnection to the Palm Beach County Network

To: **Municipality:** Town of Jupiter
Attention: Town Manager
210 Military Trail
Jupiter, Florida 33458

With a copy to: Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

With a copy to: Director, Information Systems
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

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

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225

Section 16 Entire Agreement

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

Agreement Between Palm Beach County and the Town of Jupiter

Re: Interconnection to the Palm Beach County Network

Section 17 Filing

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller's Office.

Section 18 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 19 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 20 Binding Agreement

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

Section 21 Subject to Funding

This Agreement is subject to fiscal funding out.

Agreement Between Palm Beach County and the Town of Jupiter

Re: Interconnection to the Palm Beach County Network

Section 22 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, Florida, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Director, ISS

ATTEST:

**The Town of Jupiter
PALM BEACH COUNTY**

By: _____
Sally Boylan, Town Clerk

By: _____
Karen Golonka, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, Town Attorney

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***EXHIBIT A****PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Town in carrying out the terms of the Interlocal Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

I. Annual Planning and Service Level Agreement Review

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of network services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

Connection to the Network must be approved by both the County and the Town if said connection affects the entire Network. However, all connections must meet the agreed-upon technical specifications.

II. Description of Services**A. Baseline services from ISS will include:**

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds the Town's network (router) connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses;
3. Network Design;
4. Acquisition and management of Network assets;
5. Installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;

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6. Network equipment maintenance;
7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

B. Town Responsibilities

1. All intra-building network maintenance and security of the facility;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for Town-owned facilities;
6. The Town agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by Town staff to evaluate whether the cause of any system problem is associated with factors under the control of the Town; and
7. The Town shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Town will modify and enhance security procedures, hardware, and software as required by the County or to

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network*

the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.

8. The Town may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Town shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the Town. The Town shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.
9. The Town will provide, at its expense, the following equipment and facilities at each Town location (if required):
 - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Town's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Town shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the Town shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The Town shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***III. Availability of the County Network Services**

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

In the event that network availability is documented by the County and declared by the Town to be less than 99.9% for two (2) consecutive months, the Town shall not be liable for service fees beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

The County will monitor the Town's utilization of the Network to ensure sufficient capacity. Should the usage exceed 60% for a period of 30 days or more, the County will initiate a bandwidth upgrade. Estimated upgrade completion time is within 60 days.

IV. Protocol for Reporting Network Service Problems

All service issues should be reported to the Town's IT support staff. If the Town's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (355-4357). All service problems reported by the Town 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 Town is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

*Agreement Between Palm Beach County and the Town of Jupiter**Re: Interconnection to the Palm Beach County Network***V. Facility Access for Network Service and Maintenance**

The County shall coordinate with and obtain prior written approval from the Town's designee as to the time of any planned maintenance, repair, or installation work. However, the Town shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility.

On weekends, holidays, or after normal business hours, the County's representative shall call the Town to report any emergency that requires access to any Town facility. The Town shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

The County represents that it has verified, prior to entering into this Agreement, that neither the County or 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 the Town facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Help Desk: 561-355-4357

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

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

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

Town of Jupiter Information Systems

Sandy Proesch, Network Administrator
 561-741-2430 (Office)
 561-310-8116 (Cell)

Drew Burgess, Assistant Director
 561-741-2385 (Office)
 561-909-7132 (Cell)

Melinda Miller, Director
 561-741-2221 (Office)
 561-346-4833 (Cell)

VII. Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County Network Services provided to the Town. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of **\$700.00** for the initial point of connection and **\$500** per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date ~~as of the effective date of this Agreement~~. Charges shall be assessed on a monthly basis, and the County will invoice the Town quarterly.

A. Cost Components

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

The charges for connection to the Network and the Network Services shall be based upon the County's ISS Cost Allocation Plan. The County will provide information relative to the methodologies, including detailed costs and other inputs, from which the plan allocations are derived. The Town agrees that the County's cost allocation plan shall be annually reviewed and updated by the County. Notice of changes shall be provided to the Town as part of the annual

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budget preparation process. The Town agrees to pay an access charge for rights to connect to the County's Network. Costs applicable to Internet Service and LambdaRail interconnection shall be delineated in the ISS Cost Allocation Plan and shall include such components as staff salaries, data lines, software, annual maintenance agreements, contractors, and administrative overhead.

B. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist the Town in the execution of certain Information Technology responsibilities, assuming that the Town agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the Town which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Town will pay such invoices within 30 days of presentation by the County. If the Town in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and the Town shall be in accordance with Florida law.