

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

Meeting Date: August 17, 2010

Consent **Regular**
 Public Hearing **Workshop**

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Nonprofits First, Inc. ("Non-Profit Organization") to connect to the Palm Beach County Regional Network at a monthly metered usage rate of \$50 per megabit for an estimated annual cost of \$1,800, for an initial term of one (1) year, with automatic one (1) year renewals unless notice given by either party.

Summary: This Agreement allows Non-Profit Organization to access Palm Beach County ("County") network services on a cost sharing basis similar to the existing Interlocal Agreements with the County and various municipalities, as well as the Seacoast Utility Authority, Health Care District, and the Kravis Center for the Performing Arts. Interconnection to the County's Network will provide greater bandwidth for Internet access and disaster recovery programs while reducing Non-Profit Organization's overall network costs. Non-Profit Organization agrees to pay County the monthly metered usage rate of \$50 per megabit to access the Palm Beach County Network. Per Exhibit A of the Agreement, if Non-Profit Organization's calculated usage charge exceeds \$250 per month and the usage is determined to be valid, County and Non-Profit Organization will modify the agreement to accommodate the increased usage with an appropriate rate adjustment. This Agreement provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. District 7 (PFK)

Background and Justification: This agreement will enable this non-profit organization to join the other entities that have taken advantage of County's interconnection to the Florida LambdaRail, LLC. ISS is currently in discussions with other public sector and non-profit organizations and we anticipate that similar Agreements will be established with some of these organizations.

The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state universities and is jointly owned by these same universities, including Florida Atlantic University.

On April 15, 2008, the Board of County Commissioners approved the execution of a contract with Palm Beach County and the Florida LambdaRail, LLC (Resolution # R-2008-0674/0675). The County utilizes this connection to provide faster broadband services for Internet access while reducing the annual costs of Internet service. The LambdaRail also facilitates disaster recovery and expanded access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other educational, local government, and non-profit organizations interested in linking to the LambdaRail. Palm Beach County was the first local government to connect to the LambdaRail and our contract enables the County to serve as a re-seller of network access to the LambdaRail.

Continued on page 3...

Attachment:

1. Agreement with Nonprofits First (3 originals)

Recommended by:	<i>Steve Bordelon</i>	7/26/2010
	Department Director	Date
Approved by:	<i>[Signature]</i>	8/5/10
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(\$150)**	(\$1,800)	(\$1,800)	(\$1,800)	(\$1,800)
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	(\$150)**	(\$1,800)	(\$1,800)	(\$1,800)	(\$1,800)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes ___ No **X**


Revenue Budget Account No.: Fund 0001 Department 490 Unit 1300 Object 4900

Reporting Category ___

* Assumes a September 1, 2010 connection date.

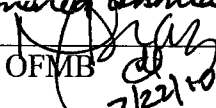
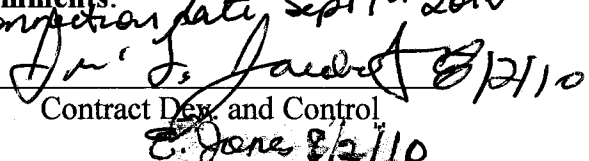
** Per Attachment A of the Interlocal Agreement, if Non-Profit Organization's calculated usage charge exceeds \$250 per month and the usage is determined to be valid, County and Non-Profit Organization will modify the contract to accommodate the increased usage with an appropriate rate adjustment.

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

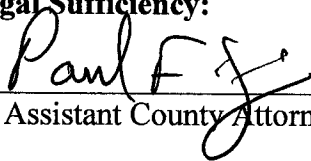
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

Estimated Revenue \$150 per month with connection date Sept 1st 2010
Total estimated annual revenue \$1,800
 OFMB  7/22/10
 Contract Dev. and Control  8/2/10
 E. Jones 8/2/10

B. Legal Sufficiency:

 8/3/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

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 public sector and non-profit organizations to join County's network. Currently, there are Interlocal agreements in place for connecting 13 educational facilities, three municipalities (Palm Beach Gardens, Jupiter, and Boynton Beach), the Children's Services Council, the Health Care District, and the South Florida Water Management District to County's network. Discussions are underway to connect additional municipalities, schools, non-profit organizations, and other taxpayer supported organizations.

This example of sharing public sector resources with another local government entity 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.

The cost savings factor is especially important under the budget constraints which are forcing cutbacks in taxpayer funded organizations.

Agreement

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2010, by and with Nonprofits First, Inc., (the "Non-Profit Organization"), whose Federal ID No. is 263189428, and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the Non-Profit Organization and the County have recognized the need for the Non-Profit Organization to connect to the County's Network ("Network") for the purpose of utilizing the County as the Non-Profit Organization'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 Non-Profit Organization have demonstrated needs for Network connectivity, and both parties are stewards of public funds and private donations, 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 Non-Profit Organization utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit Organization funders; and

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

WHEREAS, in recognizing these facts, the Non-Profit Organization 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:

Section 1 Purpose

The purpose of this Agreement is to interconnect the Non-Profit 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 Non-Profit and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Non-Profit'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.

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 11 herein.

Section 4 Network Connection

The Non-Profit will be provided with a fiber connection and sufficient bandwidth capacity to meet the Non-Profit's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Non-Profit 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 purposes of the Non-Profit, and all associated labor costs to connect to the Non-Profit's facility. Additionally, the Non-Profit 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 Non-Profit 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 Non-Profit facilities. The Non-Profit 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 Non-Profit. The County shall provide the Non-Profit 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 Non-Profit'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 Non-Profit, 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 Non-Profit'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 Non-Profit's facilities. Entrance facilities at the Non-Profit's locations from road to Demarcation Point belong to the Non-Profit whereas the fiber within may belong to the County.

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

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 Non-Profit site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit. 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 Non-Profit'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 Non-Profit. 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 Non-Profit 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 Non-Profit 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 Non-Profit 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 Non-Profit 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

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

activities of the Non-Profit require the Network to be upgraded, the Non-Profit 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 Non-Profit 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 Non-Profit 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 Non-Profit. However, should any equipment owned by the Non-Profit render any harmful interference to the County Network, ISS may disconnect any or all Non-Profit connections after informing the Non-Profit's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Non-Profit 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

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

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 failure to ratify annual appropriation for these services by the party's governing body.

Section 12 Indemnification and Hold Harmless

The Non-Profit and the County recognize their respective liability for certain tortious 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 Non-Profit 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 network, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Non-Profit 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 Non-Profit or the County, the owning party shall determine if the line will be repaired or replaced.

*Agreement Between Palm Beach County and Nonprofits First
Re: Interconnection to the Palm Beach County Network*

With a copy to: Robert Kurimski, Director of Information Technology
Nonprofits First, Inc.
2300 High Ridge Road, STE 132
Boynton Beach, FL 33426
561-214-9083

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 Non-Profit 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 Non-Profit and the County and their respective successors and assigns.

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.

Section 22 Nondiscrimination

The Non-Profit warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

Section 23 Access and Audits

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Non-Profit, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

Section 22 Signatories to the Agreement

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chairperson

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: Steve Bordelon
Director, ISS

ATTEST: Non-Profit

By: Pedro del Sol
Pedro del Sol, President/CEO

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
,Non-Profit Attorney

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 Non-Profit 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 Non-Profit.

Connection to the Network must be approved by both the County and the Non-Profit 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 Non-Profit'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;
6. Network equipment maintenance;

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

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. Non-Profit 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 Non-Profit-owned facilities;
6. The Non-Profit 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 Non-Profit staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit; and
7. The Non-Profit 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 Non-Profit 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 Non-Profit may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Non-Profit shall be advised of the disposition of the request within thirty

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

(30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the Non-Profit. The Non-Profit 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 Non-Profit will provide, at its expense, the following equipment and facilities at each Non-Profit 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 Non-Profit's site; and the Non-Profit shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Non-Profit shall adhere to a documented plan of security stratgies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the Non-Profit shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The Non-Profit 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 Non-Profit 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 Non-Profit.

In the event that network availability is documented by the County and declared by the Non-Profit to be less than 99.9% for two (2) consecutive months, the Non-Profit 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 Non-Profit's utilization of the Network to ensure sufficient capacity. Should the sustained 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 Non-Profit's IT support staff. If the Non-Profit'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 355-6700. All service problems reported by the Non-Profit 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 Non-Profit is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

V. Facility Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the Non-Profit's designee as to the time of any planned maintenance, repair, or installation work. However, the Non-Profit 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 Non-Profit to report any emergency that requires access to any Non-Profit facility. The Non-Profit shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

The County shall supply the Non-Profit with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit 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 Non-Profit facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

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

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

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

Steve Bordelon, Director of ISS:
561-355-2394 (office)
561-713-3197 (cell)

Non-Profit Information Systems

Hours of Operation: 9:00 am to 5:00 pm
Emergency Contact Number:
Robert Kurimski, Director of Information Technology, 561-707-4750

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's Network Services provided to the Non-Profit. The usage fees for connection to the County's Network and Internet provisioning shall be a metered usage rate of \$50 per megabit based on the 95th percentile billing model. Using this model, the County will measure the traffic levels from the switch or router at the Non-Profit's location every 30 seconds and record it in a log file. At the end of every month, the samples are grouped into 5 minute averages and sorted from highest to lowest, and the top 5% (which equal to approximately 36 hours of a 30-day billing cycle) of the data is discarded. The next highest measurement from this data becomes the billable utilization for the month. However, the metered usage charge will not exceed \$250 per month. If the Non-Profit's calculated usage charge exceeds the \$250 per month baseline amount for two consecutive months, the County will contact the Non-Profit and assist in identifying the cause for the rise in usage. If the usage is determined to be valid, the County and the Non-Profit will modify Section VII of Exhibit A to accommodate the increased usage with an appropriate rate adjustment. An additional usage fee of \$50 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the Non-Profit chooses to use the NWRDC for hosting services. The Non-Profit may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If the Non-Profit chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided. Charges shall be assessed on a monthly basis, and the County will invoice the Non-Profit 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

Agreement Between Palm Beach County and Nonprofits First

Re: Interconnection to the Palm Beach County Network

LambdaRail institute a pricing change, Palm Beach County agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

B. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist the Non-Profit in the execution of certain Information Technology responsibilities, assuming that the Non-Profit 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 Non-Profit which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Non-Profit will pay such invoices within 30 days of presentation by the County. If the Non-Profit 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 Non-Profit shall be in accordance with Florida law.