

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

<u>Fiscal Year</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	<\$6,600> *	<\$7,200>	<\$7,200>	<\$7,200>	<\$7,200>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<\$6,600> *	<\$7,200>	<\$7,200>	<\$7,200>	<\$7,200>
# ADDED FTE's	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

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

Reporting Category

B. Recommended Sources of Funds / Summary of Fiscal Impact


**Assumes a November 1, 2010 connection date.*

Per Exhibit A of the Interlocal Agreement, each additional connection to the County's network will be charged at \$600 per month, \$7,200 annually, with no corresponding increase in cost to the County.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:




 OFMB
9/27/10



 Contract Development & Control
9/29/10

B. Legal Sufficiency:



 Assistant County Attorney
9/30/10

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.

Interlocal Agreement

This Interlocal Agreement ("Agreement") for the use of the Palm Beach County Fiber Network to interconnect to the Florida LambdaRail is entered into this _____ day of _____, 2010, by and between Martin County, Florida, and Palm Beach County .

WITNESSES THAT:

WHEREAS, Martin County and Palm Beach County have recognized the need for Martin County to utilize local loop services from Palm Beach County's Network ("Network") for the purpose of accessing the Florida LambdaRail ("FLR") Connector Site, located in the City of West Palm Beach. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, Palm Beach County and Martin County 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 Martin County utilizing the Palm Beach County Network to gain access to the FLR infrastructure; 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 Palm Beach County government and Martin County working in unison; and

WHEREAS, in recognizing these facts, Martin County and Palm Beach 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 provide a "local loop" from Martin County's Fiber Network to the FLR via Palm Beach County's Network. 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 Palm Beach County government, Martin County and other third parties who enter into appropriate licensing agreements with Palm Beach County.

Section 2 Approval

Palm Beach County approves of Martin County's participation in the use of Palm Beach 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

Martin County will be provided with a local loop fiber connection and sufficient bandwidth capacity to meet Martin County's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). Martin County 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 Martin County, and all associated labor costs to connect to Martin County's facility. Additionally, Martin County shall pay for its calculated share of the operating costs associated with Palm Beach County's network services delivered in accordance with Exhibit "A".

Section 5 Resale of Network Services

Martin County shall not share or resell any portion of Palm Beach 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 Palm Beach County's Responsibilities for Network Management

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

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

Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between Palm Beach County and Martin County. Palm Beach County shall provide Martin County with access to Palm Beach County's Network on a best-effort basis and as otherwise provided for herein. Palm Beach County agrees to share its network monitoring tools to provide Martin County'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 Palm Beach County perform repair and maintenance functions on behalf of Martin County, it is with the understanding that Palm Beach 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 Palm Beach County-owned network equipment or facilities connected to the Florida Turnpike Authority (FTA) fiber optic passive connection point located @ Indiantown Road in Jupiter, FL (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 this facility.

Maintenance and restoration work provided by Palm Beach County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and Palm Beach County routers installed at each Martin County site. Palm Beach County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the FTA.

Palm Beach County shall provide maintenance on a 7-day/24-hour basis and may contract for the repair services when deemed necessary. Palm Beach County shall abide by agreed upon security requirements of Martin County. In the event that an outside contractor is needed, Palm Beach County shall select, supervise, and coordinate with the contractor to complete the repair at no cost to Martin County.

Section 7 Service Level Agreement

Roles and responsibilities of Palm Beach County and Martin County 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

Palm Beach County shall own the Network from the local loop fiber connection provided to Martin County at the Turnpike Indiantown Toll Plaza to all facilities inside Palm Beach County. Martin County shall be responsible for the Network from Martin County to the local loop connection at the Turnpike Indiantown Toll Plaza. Only Palm Beach 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 Palm Beach County. Notwithstanding the foregoing, Palm Beach County agrees to use its best efforts to keep pace with technological changes.

Should Martin County 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 Palm Beach County, and vice versa. **Grants funds received by Martin County with limitations or restrictions on the improvements made will be directed at facilities not affecting Palm Beach County.**

Section 9 Modifications to Network

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

Palm Beach 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 Martin County and Palm Beach County. Palm Beach County agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

When either Martin County or Palm Beach 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 Palm Beach County for review and approval. The parties however agree to comply with Network security provisions.

Section 10 Network Interferences

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

Martin County and Palm Beach 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 Martin County and Palm Beach 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

Agreement Between Palm Beach County and Martin County

Re: Local Loop Services to the Florida LambdaRail 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 Martin County and Palm Beach 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 Martin County or Palm Beach 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 Martin County
Re: Local Loop Services to the Florida LambdaRail Network

To: **MARTIN COUNTY:**

County Administrator
Martin County Board of County Commissioners
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
Telephone: 772-288-5939

With a copy to:

County Attorney
Office of the Martin County Attorney
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
Telephone: 772-288-5442

With a copy to:

Chief Information Officer
Information Technology Services
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
Telephone: 772-221-1310

To: **PALM BEACH COUNTY:**

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

With a copy to:

Palm Beach County Attorney's Office
Palm Beach County Board of Palm Beach 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 Martin County and Palm Beach 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 Martin County and Palm Beach County and their respective successors and assigns.

Section 17 Filing

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

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

It is expressly agreed by the parties that this agreement is subject to the annual appropriation of the funds necessary to carry out this Agreement by their respective Boards.

Section 22 Nondiscrimination

Martin County 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 Martin County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud solely in relation to this agreement.

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 Martin County
Re: Local Loop Services to the Florida LambdaRail Network***

Agreement Between Palm Beach County and Martin County
Re: Local Loop Services to the Florida LambdaRail 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 Martin County in carrying out the terms of the Interlocal Agreement re: Interconnection to 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) on the anniversary of the final joint adoption date. 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 Palm Beach County and Martin County 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 the local loop fiber connection provided to Martin County by Palm Beach County at the Turnpike Indiantown Toll Plaza;
2. Central network security will be maintained by ISS at the ISS router port that feeds Martin County's network (router) connection. If necessary, network 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;

Agreement Between Palm Beach County and Martin County

Re: Local Loop Services to the Florida LambdaRail Network

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. Martin County Responsibilities

1. All network equipment, grid (jack), wiring identification, and tracking for MartinCounty-owned facilities;
2. Martin County 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 Martin County staff to evaluate whether the cause of any system problem is associated with factors under the control of Martin County; and
3. Martin County may request changes in network services. Requests for changes shall be submitted to Palm Beach County ISS Director, or designee, for action. Martin County shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request may include extension of Network services to additional sites indentified by Martin County. Palm Beach County ISS will provide written cost estimates to Martin County. Martin County shall be responsible for all reasonable costs associated with requested changes to the Network services approved by both Martin County and Palm Beach County, which approval shall not be unreasonably withheld.
4. Martin County shall promptly pay for Palm Beach County's reasonable charges, including monthly usage fees and approved enhancements, which will be invoiced quarterly. Reasonable charges will be agreed to by both parties in writing prior to inception and before any changes to those charges.

Agreement Between Palm Beach County and Martin County

Re: Local Loop Services to the Florida LambdaRail Network

III. Availability of Palm Beach County Network Services

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

In the event that network availability is documented by Palm Beach County and declared by Martin County to be less than 99.9% for two (2) consecutive months, Martin County 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.

Palm Beach County will monitor Martin County's utilization of the Network to ensure sufficient capacity. Should the usage exceed 60% for a period of 30 days or more, Palm Beach County will, with prior written approval from Martin County, 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 Martin County's IT support staff. If Martin County'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 Martin County will be recorded and tracked in Palm Beach 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 Martin County is within four (4) hours of the reported problem. Palm Beach County also employs an escalation process for problems which are not resolved according to the established standards.

Agreement Between Palm Beach County and Martin County

Re: Local Loop Services to the Florida LambdaRail Network

V. Facility Access for Network Service and Maintenance

Palm Beach County shall coordinate with and obtain prior written approval from Martin County's designee as to the time of any planned maintenance, repair, or installation work.

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

Palm Beach County represents that it has verified, prior to entering into this Agreement, that neither Palm Beach County or Palm Beach 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 Martin County facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County ISS

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

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)

Agreement Between Palm Beach County and Martin County
Re: Local Loop Services to the Florida LambdaRail Network

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

Martin County of Information Systems

Roger Brown, Network Administrator
772-221-2345 (Office)
772-260-2695 (Cell)

Bob Burden, IT Operation Manager
772-223-4836 (Office)
772-215-9311 (Cell)

Kevin Kryzda, CCIO
772-221-1310 (Office)
772-285-9750 (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 Palm Beach County Network Services provided to Martin County. The usage fees for connection to Palm Beach County's Network and Internet provisioning shall be a flat monthly fee of \$600 for the initial point of connection and \$600 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date. Charges shall be assessed on a monthly basis, and Palm Beach County will invoice Martin County 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 with prior written approval from Martin County.

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

Agreement Between Palm Beach County and Martin County
Re: Local Loop Services to the Florida LambdaRail Network

Martin County as part of the annual budget preparation process. Martin County agrees to pay an access charge for rights to connect to Palm Beach County's Network. Costs applicable to Internet Service and LambaRail 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

Upon written request by Martin County the ISS Director may, at his/her discretion, permit staff resources to assist Martin County in the execution of certain Information Technology responsibilities, assuming that Martin County agrees to fully reimburse Palm Beach County for all reasonable costs associated with the rendering of ISS staff assistance. The ISS Director shall provide Martin County an estimate of the costs of such request in writing subject to acceptance by Martin County prior to doing the work. Estimated costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead.

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

