

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

Meeting Date: March 20, 2012

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 Interlocal Agreement with The South Florida Water Management District (SFWMD), an independent taxing district, at an estimated first year net revenue of \$21,816, for an initial term of one (1) year, with automatic (1) year renewals unless notice given by any party.

Summary: This Interlocal Agreement allows the SFWMD to access Palm Beach County (the "County") network services on a cost sharing basis similar to the existing Interlocal Agreements between the County and various municipalities, Children's Services Council, and the Kravis Center for the Performing Arts. There are two planned connections to the County's network. The first will serve as the SFWMDs' backup Internet access and the second will provide connectivity to the SFWMD disaster recovery equipment located in the Network Access Point (NAP) of the Americas data center located in Miami. In addition to the revenues the County will receive, it is estimated that this agreement will reduce SFWMD's costs by \$50k annually. Florida LambdaRail will provide termination equipment and connection services at the NAP of the Americas. These monthly charges will be billed to SFWMD by the County. As this additional service requires an amendment to the existing FLR-PBC contract, that amendment is being submitted as a separate Agenda item.

The County will not incur any costs associated with this project other than staff time involved in planning and managing the project. This agreement is similar to existing agreements with other municipalities and educational institutions for network services. This Interlocal Agreement provides for disclosure of Article XII, Section 2-422, Palm Beach County Code, establishing the Office of the Inspector General. District 2 (PFK)

(Continued on Page 3...)

Attachments:

- 1. Interlocal Agreement with South Florida Water Management District (3 Originals)

Recommended By: Steve Bordelon 3/7/2012

Department Director Date

Approved By: [Signature] 3/7/12

County Administrator Date

Background and Justification

(Continued from page 1...)

On April 15, 2008, the Board of County Commissioners approved a contract between Palm Beach County and the Florida LambdaRail, LLC. The County utilizes this connection to provide faster broadband services for Internet access. 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 public sector agencies interested in linking to the LambdaRail. Palm Beach County is 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.

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 the County's network. Existing network service agreements include the major educational institutions in Palm Beach County, municipalities, several non-profit organizations and other taxing districts including the Health Care District and Children's Services Council.

The cost savings factor is especially important under the current economic conditions which are forcing budget cutbacks in taxpayer-funded organizations.

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Re: Interconnection to the Palm Beach County Network

PO Number 9500005215
Reference on all Invoices

ORIGINAL

Interlocal Agreement

This Interlocal Agreement 4600002611 ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2012, with the South Florida Water Management District, a multi-county independent district created in 1972 by the Florida Water Resources Act (Chapter 373) ("SFWMD"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, SFWMD and the County have recognized the need for SFWMD to connect to the County's Network ("Network") for the ability 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, SFWMD and the County have recognized the need for the County to provide Network services to SFWMD and to allow the County to provide other Network related services as the County may deem desirable; and

WHEREAS, the County and SFWMD 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

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

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

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

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

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to interconnect SFWMD to the County's Network for the purposes described in Exhibit "A". The County's Network equipment is further defined as the cable, associated fibers, splice enclosures (including hubs, routers switches), wireless router units, radio antenna, electrical cable, supporting hardware and any other devices necessary to deliver County Network services to the prescribed areas of SFWMD.

Section 2 Approval

The County approves of SFWMD's participation in the use of the County's wide area Network and any other services as specified in Exhibit "A".

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is for a period of one (1) 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

SFWMD will be provided with:

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1. A fiber optic cable connection and 100 Mbps bandwidth capacity for 'backup' ISP services to meet SFWMD's network requirements as specified in the Service Level Agreement, Exhibit "A".
2. A fiber optic cable connection providing 1 Gbps bandwidth capacity to the SFWMD disaster recovery facility located at the NAP of the Americas in Miami. The associated NAP termination charges are detailed in Exhibit "A"

Section 5 Resale of Network Services

SFWMD 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 SFWMD facilities. SFWMD shall maintain that portion of its own Network which exclusively serves its facilities.

The County shall provide SFWMD with access to the County's Network in accordance with the attached Exhibit A, Palm Beach County Information Systems Services (ISS), Service Level Agreement (SLA), Section III, and as otherwise provided for herein. The County agrees to share its Network monitoring tools to provide SFWMD's technical staff with the capability to monitor its portions of the Network, and perform local troubleshooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of SFWMD, it is with the understanding that the County's responsibility extends only to SFWMD's 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 SFWMD's buildings or facilities connected to the Palm Beach County Network

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(hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructures to the point of the Network equipment connection to SFWMD's Demarcation Point(s). Entrance facilities at SFWMD's locations from road to Demarcation Point belong to SFWMD 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 SFWMD site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by SFWMD or any third party. 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 SFWMD's electronics or other equipment.

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

Section 7 Service Level Agreement

Roles and responsibilities of the County and SFWMD 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, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for Network connectivity.

Section 8 Network Equipment Ownership

The County shall own all of its Network equipment and assets. SFWMD shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its 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 SFWMD receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) compliance shall apply to the County, and vice versa provided that the County is notified in writing.

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Section 9 Modifications to Network

If SFWMD proposes a modification or connection of a new building 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 SFWMD require the Network to be upgraded, SFWMD 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 SFWMD 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 SFWMD 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 SFWMD. However, should any equipment owned by SFWMD render any harmful interference to the County's Network equipment, County may disconnect any or all SFWMD Network connections after informing SFWMD's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect SFWMD Network 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. County will utilize its best efforts to prevent any unanticipated Network outages should interferences be noted.

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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 pro rata 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

The parties to this Agreement are independent entities and are not employees or agents of the other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities, between the SFWMD, the County, their employees, agents, subcontractors or assigns, during or after the term of this Agreement.

SFWMD and the County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 13 Insurance

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 SFWMD and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has implemented reasonable steps and

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safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 14 Damage Caused by Disasters

Should the County's Network equipment be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the equipment exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both SFWMD 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 SFWMD or the County, the owning party shall determine if the cable will be repaired or replaced.

Section 15 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 16 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 independent third party carriers with signature verification provided, 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:

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Re: Interconnection to the Palm Beach County Network

To: SFWMD: SFWMD
Chief Information Officer
3301 Gun Club Road
West Palm Beach, FL 33460
Telephone: 1-800-432-2045

With a copy to: Procurement Bureau Chief
3301 Gun Club Road
West Palm Beach, FL 33460
Telephone: 1-800-432-2045

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 17 Entire Agreement

This Agreement represents the entire agreement between SFWMD 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 authorized representatives of both Agencies. The County shall be responsible for initiating any amendments to the Agreement, if required. This Agreement shall inure to the benefit of and shall be binding upon SFWMD and the County and their respective successors and assigns.

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Section 18 Filing

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

Section 19 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 20 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 21 Binding Agreement

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

Section 22 Subject to Funding

The County's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to SFWMD Governing Board budgetary appropriation. In the event the SFWMD Governing Board does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

Section 23 Nondiscrimination

Palm Beach 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.

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Section 24 Access and Audits

SFWMD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at SFWMD's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of SFWMD, 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 Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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Re: Interconnection to the Palm Beach County Network

Section 25 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Paul F. J.
County Attorney

By: Steve Bordelon
Steve Bordelon, Director, ISS

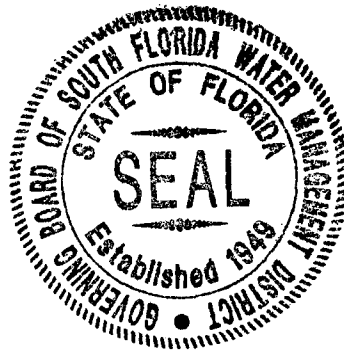
ATTEST: South Florida Water Management District

By: Dorothy A. Bradshaw
Dorothy A. Bradshaw,
Procurement Bureau Chief *in*

Date: 2-10-12

ATTEST:

By: Jackie McGinty



Reviewed and Approved for Execution

By: Penelope Burger

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
SFWMD Office of Counsel

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EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement is to identify the roles and responsibilities of the County (ISS) and SFWMD in carrying out the terms of the Interlocal Agreement regarding: Interconnection of SFWMD to the Palm Beach County Fiber Network. This Service Level Agreement delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, 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 SFWMD if said connection affects the entire Network. However, all Network 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 SFWMD's network router connection. If necessary, security may shut down SFWMD's 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 installation and maintenance;
7. Network security on ISS side of the demarcation point;

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8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the County's 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. SFWMD Responsibilities

1. All intra-building Network maintenance and security
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 SFWMD-owned facilities;
6. Provide, where possible, Network engineers or technicians to assist with all portions of Network equipment attachments, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by SFWMD technical staff to evaluate whether the cause of any system problem is associated with factors under the control of SFWMD; and
7. SFWMD shall ensure that Network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate Network entry. SFWMD will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from SFWMD Network property.
8. SFWMD may request changes in Network equipment attachments services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. SFWMD 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 SFWMD. SFWMD shall be responsible for all reasonable costs associated

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with requested changes to Network services approved by the County, which approval shall not be unreasonably withheld.

9. SFWMD will provide, at its expense, the following equipment and facilities at each SFWMD building (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 SFWMD's site; and SFWMD shall periodically monitor to ensure temperatures are within acceptable limits.
10. SFWMD 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, SFWMD shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. SFWMD shall promptly pay for the County's reasonable charges, such charges being set out in Section VII of this Exhibit A, which will be invoiced quarterly.

III. Availability of the County Network Services

The County will provide SFWMD 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 SFWMD.

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

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IV. Protocol for Reporting Network Service Problems

All service issues should be reported to SFWMD's IT support staff. If SFWMD'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 computer level, the IT technician should immediately report the service problem to the ISS Network Operations Center at 561-355-6700. All service problems reported by SFWMD 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 SFWMD is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

V. Access for Network Service and Maintenance

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

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

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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)

Steve Bordelon, Director of ISS:

561-355-2394 (office)

561-386-6239 (cell)

SFWMD Information Services

Network On-Call 561-682-6780 (office forwarded to mobile)

Paul Lowery, Sr. Network Administrator:

561-682-6092 (office)

Joe Weber, Network Section, Lead:

561-682-6074 (office)

Jim Betzhold, Chief Network Architect:

561-312-7100 (mobile)

Duane Piper, Chief Information Officer (CIO):

561-682-2638 (office)

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 SFWMD.

Service charges will be assessed on a monthly basis, and the County will invoice SFWMD quarterly as shown in Table 1 below.

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Table 1						
Schedule of SFWMD Network Charges						
Service Category: Network Connections						
Installation Address: 3301 Gun Club Road, West Palm Beach, FL						
Estimated Service Start Date: 4/1/2012						
Service Category	Monthly Port Charges and Cross Connect Fee	Monthly Network 100 Mbps ISP Redundant Service Charge	Monthly Network 1 Gbps Service Charge	Quarterly Billing	(2012) (April – Sept) Billing Total	Out Years (Oct-Sept) Billing Total* (12 Months)
Network Connection			\$1,300	\$3,900	\$7,800	\$15,600
Backup Network Connection		\$300		\$900	\$1,800	\$3,600
FLR Charges	\$1,675			\$5,025	\$10,050	\$20,100
TOTALS				\$9,825	\$19,650	\$39,300

* Out year billing amounts are subject to increase in accordance with the agreement terms identified within this agreement.

In addition to the monthly billing charges above SFWMD agrees to pay one time non-recurring fees for the following services:

- The one time cost for the NAP circuit interconnection totaling \$2,750 that will be included in the first quarterly invoice.
- In the event the District promotes the backup Internet circuit to primary status the County will include in its quarterly invoice to SFWMD an additional \$2,000 for each month the circuit was used in that capacity.

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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 execute an amendment to this Agreement before making appropriate rate adjustments on an annual basis.

B. Billing and Payment

The County shall submit quarterly invoices, in advance, to SFWMD which shall include a reference to the Agreement and identify the amounts due and payable to the County. SFWMD will pay such invoices within 30 days of presentation by the County. If SFWMD 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 SFWMD shall be in accordance with Florida law.