

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|---|---------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Capital Expenditures | \$9,000 | \$0 | \$0 | \$0 | \$0 |
| Operating Costs | 0 | 0 | 0 | 0 | 0 |
| External Revenues | <u>(9,000)</u> | <u>(8,400)</u> | <u>(8,400)</u> | <u>(8,400)</u> | <u>(8,400)</u> |
| Program Inc (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>(\$0)</u> | <u>(\$8,400)</u> | <u>(\$8,400)</u> | <u>(\$8,400)</u> | <u>(\$8,400)</u> |
| # Additional FTE Positions (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Is Item Included in Proposed Budget? Yes X No

Budget Account No(s): Fund 0001 Department 490 Unit 1300 Rev Src 4900
Expense budget 3901/491/255/4674

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

*Assumes 10/1/2012 start date

C. Departmental Fiscal Review: *Paul F. J. 8/16/12*

III. REVIEW COMMENTS

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

[Signature]
 OFMB *8/16/12*

Barbara Wheeler 8-21-12
 for Contract Administration

B. Legal Sufficiency:

Paul F. J. 8/22/12
 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.

List of External Agencies Receiving County (ISS) Services

| AGENCY | AGENCY TYPE | SERVICE CATEGORY | START DATE |
|--|------------------|--------------------------|------------|
| 1. ARC of PBC | Non-Profit | Fiber Network | 12/15/2011 |
| 2. Boynton Beach, City of | Municipality | Fiber Network | 05/01/10 |
| 3. Center for Family Services | Non-Profit | Fiber Network | 10/01/10 |
| 4. Children's Services Council | Taxing Authority | Fiber Network | 05/01/10 |
| 5. Children's Services Council | Taxing Authority | Server & DR Hosting | 4/01/12 |
| 6. Delray Beach, City of | Municipality | Fiber Network | 10/01/10 |
| 7. Early Learning Coalition | Non-Profit | Fiber Network | 10/1/2012 |
| 8. Families First of PBC | Non-Profit | Fiber Network | 02/01/11 |
| 9. Florida Atlantic University, Jupiter | Education | Fiber Network | 09/01/12 |
| 10. Florida State University | College | Fiber Network | 10/01/12 |
| 11. Greenacres, City of | Municipality | Fiber Network | 10/01/12 |
| 12. Health Care District | Taxing Authority | Fiber Network | 07/01/10 |
| 13. Jewish Family Children's Services | Non-Profit | Fiber Network | 9/1/2012 |
| 14. Jewish Fed of the Palm Beaches | Non-Profit | Fiber Network | 08/08/11 |
| 15. Jewish Fed of the Palm Beaches (BB) | Non-Profit | Fiber Network | 12/01/11 |
| 16. Juno Beach, Town of | Municipality | Fiber Network | 06/01/11 |
| 17. Jupiter, Town of | Municipality | Fiber Network | 03/17/09 |
| 18. Kravis Center | Non-Profit | Fiber Network | 05/01/10 |
| 19. Kravis Center | Non-Profit | Server & Data Hosting | 04/15/11 |
| 20. Kravis Center | Non-Profit | Wireless Network | 10/01/10 |
| 21. Lake Worth, City of | Municipality | Fiber Network | 06/01/11 |
| 22. Lantana, Town of | Municipality | Fiber Network | 9/1/2012 |
| 23. Learning Excellence (Imagine) School | Education | Fiber Network | 10/01/10 |
| 24. Loxahatchee River Environ District | Taxing Authority | Fiber & Wireless Network | 4/1/2012 |
| 25. Martin County | County | Interconnect | 02/01/11 |
| 26. Nonprofits First | Non-Profit | Fiber Network | 09/01/10 |
| 27. Oxbridge Academy | Non-Profit | Fiber Network | 08/08/11 |
| 28. Palm Beach Gardens, City of | Municipality | Fiber Network | 03/01/09 |
| 29. Palm Beach Gardens, City of | Municipality | Wireless Network | 01/01/12 |
| 30. Palm Beach State College - Central | College | Fiber Network | 08/15/10 |
| 31. Palm Beach State College - North | College | Fiber Network | 08/15/10 |
| 32. Palm Beach State College - South | College | Fiber Network | 09/15/10 |
| 33. Palm Beach State College - West | College | Fiber Network | 12/01/10 |

List of External Agencies Receiving County (ISS) Services

| AGENCY | AGENCY TYPE | SERVICE CATEGORY | START DATE |
|--|--------------------|-------------------------|-------------------|
| 34. Palm Beach State College | College | Co-Location | 9/1/2012 |
| 35. Palm Beach, Town of | Municipality | Scanning | 10/1/2012 |
| 36. PBSC -Institute of Excellence, Dryfoos | College | Fiber Network | 10/01/11 |
| 37. Riviera Beach, City of | Municipality | Fiber Network | 04/01/12 |
| 38. School Board Palm Beach County | Education | Fiber Network | 04/01/08 |
| 39. Seacoast Utility Authority | Authority | Fiber Network | 08/15/10 |
| 40. South Florida Fair | Non-Profit | Fiber Network | 04/01/11 |
| 41. South Florida Water Mgmt District | Taxing Authority | Fiber Network | 09/01/12 |
| 42. West Palm Beach, City of | Municipality | Digital Divide | 01/01/10 |
| 43. West Palm Beach, City of | Municipality | Fiber Network | 10/01/10 |
| 44. West Palm Beach, City of | Municipality | Pole Attachment | 10/01/09 |
| 45. Workforce Alliance | Non-Profit | Fiber Network & DR | 10/01//12 |

Agreement with Palm Beach County and Florida State University

Re: Interconnection to the Palm Beach County Network

Interlocal Agreement

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into as of the last date signed by both parties, by the Florida State University, acting for and on behalf of the FSU Board of Trustees, a public body corporate and state university of Florida ("FSU") 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, FSU and the County have recognized the need for FSU to connect to the County's Network ("Network") for the ability to gain access to the Florida LambdaRail network resources' and

WHEREAS, FSU and the County have recognized the need for the County to provide Network services to FSU and to allow the County to provide other Network related services as the County may deem desirable; and

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

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

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

WHEREAS, in recognizing these facts, FSU 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; and

WHEREAS, specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

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 FSU to the County's Network for the delivery of services 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 antennae, electrical cable, supporting hardware and any other devices necessary to deliver County Network services to the prescribed areas of FSU.

Section 2 Approval

The County approves of FSU'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

FSU will be provided with a fiber optic cable connection and an initial 100 Mbps bandwidth capacity to meet FSU's network service requirements as specified in the Service Level Agreement (Exhibit "A"). FSU shall pay all related connection costs, including the drop from the

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Re: Interconnection to the Palm Beach County Network

Network to FSU's campus demarcation point, all equipment necessary to utilize the Network for the intended purposes of FSU, all associated labor costs to connect to FSU's facility, and the monthly service charge, all of which are set forth in Exhibit "A".

Section 5 Resale of Network Services

FSU 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 FSU facilities. FSU 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 Network link between the County and FSU. The County shall provide FSU with access to the County's Network on a best-effort basis and as otherwise provided for herein.

Should the County perform repair and maintenance functions on behalf of FSU, it is with the understanding that the County's responsibility extends only to FSU'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 FSU'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 infrastructures to the point of the Network equipment connection to FSU's Demarcation Point(s). Entrance facilities at FSU's locations from road to Demarcation Point belong to FSU 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

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Re: Interconnection to the Palm Beach County Network

routers installed at each FSU site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by FSU 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 FSU'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 FSU. 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 FSU 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. FSU 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 FSU 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, without that party's written consent.

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Section 9 Modifications to Network

If FSU 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 thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of FSU require the Network to be upgraded, FSU 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 FSU 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 FSU 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.

Section 10 Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of FSU. However, should any equipment owned by FSU render any harmful interference to the County's Network equipment, County may disconnect any or all FSU Network connections after informing FSU's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect FSU 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 ninety (90) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

Section 12 Liability

FSU 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 while acting within the scope of their employment or agency. 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.

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 FSU and the County

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 FSU and the County.

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The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has implemented reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 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 FSU 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 FSU 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

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Re: Interconnection to the Palm Beach County Network

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:

To: FSU: Florida State University
Attn: Phil Callahan, Assistant Director of Engineering
University Center C6100
Tallahassee, FL 32306
Telephone: 850-644-7445

With a copy to: Florida State University
Fiscal & Administrative Operations
University Center C6133 MC: 2620
Tallahassee, FL 32306
Telephone: 850-645-8045

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 FSU 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

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agreement signed by both parties. This Agreement shall be binding upon FSU and the County and their respective successors and assigns.

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 Binding Agreement

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

Section 21 Subject to Funding

The County's performance and obligations under this agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 22 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.

Section 23 Access and Audits

Both parties 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. Both parties 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, the other party'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. FSU has established the Office of Inspector General Services. Each party's Inspector General's authority includes but is not limited to the

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inspect the activities of both parties severally or individually, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with either party's 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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Section 26 Signatories to the Agreement

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, by its Board of County Commissioners

By: _____
Shelley Vana, Chair

ATTEST:

By: _____
Clerk

FLORIDA STATE UNIVERSITY

By: Michael Barrett 4/16/12
Michael Barrett, AVP/CIO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: W. J. Hadden Jr.
FSU Attorney
15 MAR 12

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Steve Bordelon
Steve Bordelon, Director
Information Systems Services

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Re: Interconnection to the Palm Beach County Network

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 FSU in carrying out the terms of the Interlocal Agreement regarding Interconnection of FSU 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 FSU 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 FSU's network router connection. If necessary, security may shut down FSU'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;

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7. Network security on ISS side of the demarcation point;
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. FSU 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 FSU-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 FSU technical staff to evaluate whether the cause of any system problem is associated with factors under the control of FSU.
7. FSU 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. FSU will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from FSU Network property.
8. FSU may request changes in Network equipment attachments services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. FSU 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 FSU. FSU shall be responsible for all reasonable costs associated with requested

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

9. FSU will provide, at its expense, the following equipment and facilities at each FSU 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; and
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at FSU's site; and FSU shall periodically monitor to ensure temperatures are within acceptable limits.
10. FSU 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, FSU shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. FSU 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 FSU with access to the County's Network on a best-effort basis. The County's goal will be to provide 99.9% network availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to FSU.

In the event that Network availability is documented by the County and declared by FSU to be less than 99.9% for two (2) consecutive months, FSU 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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The County will monitor FSU's utilization of the Network to ensure sufficient capacity. Should the sustained Network 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 FSU's IT support staff. If FSU'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 FSU 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 FSU 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 FSU's designee as to the time of any planned maintenance, repair, or installation work. FSU shall provide the County with access to its equipment on a 24-hour/7-day per week basis, subject to reasonable access requirements of FSU, including without limitation an FSU escort. 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 FSU to report any emergency that requires access to any FSU facility. FSU shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

The County shall supply FSU with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to FSU by the County must be fingerprinted and shall be subjected to a "background check".

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 FSU 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)

FSU

Name and Title: Eduardo Diaz, IT Support Specialist

561-340-5030 (office)

305-951-4351 (cell)

Name: FSU Core Network Operations

850-395-0227 (24 hour pager)

Email: ITS-Core@admin.fsu.edu

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 FSU.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at FSU. FSU will be responsible for reimbursement to the County of said costs, estimated at the time of contract to be \$9,000, as described in Table 1 below.

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

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| Table 1 | | | | |
|---|------------------------------|--|--------------------------|---------------------------------|
| Schedule of FSU Network Charges | | | | |
| Service Category: First Network Connection | | | | |
| Installation Address: FSU Campus, 560 Okeechobee Blvd, West Palm Beach, FL | | | | |
| Estimated Service Start Date: 10/1/2012 | | | | |
| Service Category | One Time Installation | Monthly Network 100 Mbps Service Charge | Quarterly Billing | First Year Billing Total |
| First Network Connection | | \$700 | \$2,100 | \$8,400 |
| One Time Installation | \$9,000* | | | \$9,000* |
| TOTALS | \$9,000* | \$700 | \$2,100 | \$17,400 |
| <p>* This is an estimated cost. The actual final cost for this installation will be pre-approved in writing by FSU and billed to the customer as a one-time invoice based on (1) a billing statement from the vendor for this work and (2) the actual cost to PBC ISS of any equipment installed.</p> | | | | |

A. Cost Components

As FSU is an equity member of the Florida LambdaRail, no monthly Florida LambdaRail fees are incurred with this agreement.

B. Billing and Payment

Upon FSU's prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist FSU in the execution of certain Information Technology responsibilities and FSU 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 (subject to s. 112.061, F.S.), and administrative overhead. These components have all been factored into the standard hourly billing rate and will be subject to modification on an annual basis.

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The County shall submit quarterly invoices, in advance, to FSU which shall include a reference to the Agreement and identify the amounts due and payable to the County. FSU will pay such invoices within 40 days of presentation by the County. If FSU in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 40 days thereafter. Dispute resolution between the County and FSU shall be in accordance with Florida law.