

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

Meeting Date: January 15, 2013

Consent
 Public Hearing

Regular
 Workshop

Department:

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. **Approve** the First Amendment to the Agreement 2011-1215 with the Loxahatchee River Environmental Control District (District) which will generate FY 2013 revenue to the County estimated at \$2,400; and
- B. **Authorize** the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to maximum total revenue of \$50,000 per Task Order.

Summary: The Loxahatchee River Environmental Control District has an existing agreement with Palm Beach County for Network Services (R2011-1215) and wishes to amend this agreement to include both Fiber and WiMax services from their Jupiter Park Drive location as described in the attached First Amendment. This agreement will generate \$2,400 in FY 2013 revenues and also includes one-time installation costs of \$31,540.08 to be paid by the District. The Florida LambdaRail LLC has approved the inclusion of the Loxahatchee River Environmental Control District to be connected to the Florida LambdaRail. District 1 (PFK)

Background and Justification: Since 2008, the Board of County Commissioners has approved network services agreements with more than 40 government, education and non-profit organizations. Most of these agreements enable access to the Florida LambdaRail commodity pricing for Internet services and economical access to Disaster Recovery facilities. These agreements offer the benefits of reduced costs and increased network bandwidth for agencies connecting to the County network. Agreements for shared services currently generate more than \$900,000 in annual revenues which help offset the County's costs of providing network services (Attachment 2). Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

Additionally, the amendment addresses payments by the Loxahatchee River Environmental Control District to the County for a one-time fee of \$31,540.08 to cover set-up and installation costs.

Attachments:

- 1. First Amendment (3 originals)
- 2. External Customer List
- 3. Copy of Interlocal Agreement R2011-1215

Recommended by: Steve Bordelon 12-20-2012
Department Director Date

Approved by: [Signature] 1/15/13
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	\$31,540.	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	<u>(\$33,940.)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</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>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>\$2,400)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No

Revenue Acct Number(s): Fund 0001 Dept. 490 Unit 1300 RevSrc 4900
 Expenditure Acct Number(s) Fund 3901 Dept. 491 Unit 1255 Obj 4674

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: *[Signature]* 12/20/12

III. REVIEW COMMENTS

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

<u><i>[Signature]</i></u> OFMB 12/20/12	<u><i>[Signature]</i></u> Contract Administration 1/9/13
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B. Legal Sufficiency:

[Signature] 1/9/13
 Assistant County Attorney

C: Other Department Review:

 Department Director

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

*Agreement between Palm Beach County and the Loxahatchee River Environmental Control District
Re: Amendment to R2011-1215*

FIRST AMENDMENT

To the Interlocal Agreement between the Loxahatchee River Environmental Control District and Palm Beach County (R2011-1215)

THIS AMENDMENT is made and entered into _____ 2013, by and between Palm Beach County (the "County"), a political subdivision of the State of Florida and the Loxahatchee River Environmental Control District ("the District").

WHEREAS, the parties have entered into that certain Interlocal Agreement **R2011-1215** dated August 16, 2011 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Fiber Network as stated in that Agreement, to the District. The County and the District wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Item #1:

Section 12 – Indemnification: To correct misspelling in first sentence from "tortuous" to "tortious", replace the first sentence with the following:

The District 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.

Item #2:

Section 24 – Access and Audits: Replace entire Section with the following:

The District shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement 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 the District's place of business.

**Agreement between Palm Beach County and the Loxahatchee River Environmental Control District
Re: Amendment to R2011-1215**

Item #3:

Delete reference to Section 24 – Signatories to the Agreement.

Item #4:

Replace Exhibit A, Section VII with the following:

Section VII – Fees and Charges for Network Connectivity and Related Services:

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the District.

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 the District's building. The District will be responsible for reimbursement to ISS of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and ISS will invoice the District quarterly.

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**Agreement between Palm Beach County and the Loxahatchee River Environmental Control District
Re: Amendment to R2011-1215**

Loxahatchee River District Network Service and Billing Matrix						
Location	Service Start Date	Bandwidth	Install Charges *	Monthly County Charges **	Monthly FL LambdaRail ("FLR") Charges ***	Minimum Yearly Charges excluding Installation
2500 Jupiter Park Dr. Jupiter, FL 33458						
- Fiber (5Mb Internet)	4/1/2012	Usage	N/A	\$50/Mb	\$100	\$1,800
- Pole/WiMax	n/a	n/a	\$21,700.00	n/a	n/a	
805 North US Hwy 1 Jupiter, FL 33477 Wimax transport only	10/1/2012	Usage	\$9,954.08	\$50/Mb	n/a	\$ 600
TOTALS			\$31,540.08	\$100	\$100	\$2,400
<p>* This is the billable cost. The work that has been completed at the Loxahatchee River District.</p> <p>** This monthly charge is based on usage and may vary from month to month. The minimum monthly charge is \$50 per month.</p> <p>*** FLR charges the County this fee to connect the District to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the District (See Section A: Cost Components)</p>						

ISS has received approvals from the FLR for the District to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes

A: Cost Components

The monthly FLR fee identified above includes direct costs incurred by ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments.

*Agreement between Palm Beach County and the Loxahatchee River Environmental Control District
Re: Amendment to R2011-1215*

B. Billing and Payment

The County shall submit quarterly invoices to the District which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Add new section:

Section VIII: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the District in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services are charged at the rate of \$125 / hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The District is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the District. The District agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Add new section:

Section IX: Annual Review of Fees and Charges

ISS reserves the right to review the fees and charges on a yearly basis and make appropriate rate adjustments. Should an increase be warranted, 60 days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**Agreement between Palm Beach County and the Loxahatchee River Environmental Control District
Re: Amendment to R2011-1215**

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**

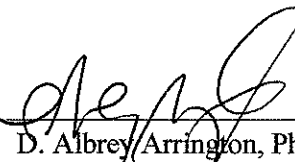
**PALM BEACH COUNTY, FLORIDA, by
It's Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Chairman

**ATTEST: LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL
DISTRICT**


Witness:

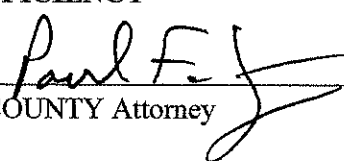
By: 
D. Albrey Arrington, Ph.D.

By: _____
Printed Name:

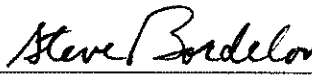
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: 
District Attorney

By: 
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Steve Bordelon, Director
Information Systems Services

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #: 3U-1

BAIU 7-0
R-2011-1215

Meeting Date: August 16, 2011 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 Loxahatchee River Environmental Control District, a multi-county independent special district created by Chapter 2002-358, Laws of Florida, ("District") to connect to the Palm Beach County ("County") Regional Network at an estimated first year revenue of \$7,200 for the initial points of connection, for an initial term of one (1) year, with automatic annual renewals unless notice given by either party.

Summary: The Loxahatchee River Environmental Control District wishes to connect to the Palm Beach County network in order to receive broadband Internet access at the stated monthly rates. The County's Information Systems Services (ISS) Department will be responsible for providing Internet services. The District will have two separate points of connection to the Palm Beach County fiber network via WiMax technology. The two locations are 2500 Jupiter Park Drive, and 805 North US Hwy 1, both in Jupiter, FL. The District agrees to reimburse the County for all installation costs associated with this project, estimated to be \$15,400. The County will not incur any costs associated with this project other than staff time involved in planning and managing the project. This Interlocal Agreement provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. District 1 (PFK)

Background and Justification: This Agreement will enable the District to join other entities that have elected to enter into network sharing agreements with the County. ISS has promoted the concept of IT service collaboration through seminars and workshops attended by numerous public sector and non-profit organizations. These events focused on the benefits of shared services, including greater network bandwidth, reduced costs, and opportunities to obtain IT-related services, including Internet access and connectivity to remote disaster recovery sites.

The County's fiber optic network and connection to the LambdaRail is a valuable resource offered to all qualifying organizations, including government, education, health care, and non-profits. The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state universities and is jointly owned by these same universities, including Florida Atlantic University and Palm Beach State College.

(Continued on page 3...)

Attachments:

1. Agreement with Loxahatchee River Environmental Control District (3 originals)

Recommended by: Steve Bordelon 8/11/2011
Department Director Date

Approved by: [Signature] 8/9/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$15,400	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(\$15,400)	(\$7,200)	(\$7,200)	(\$7,200)	(\$7,200)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	(\$0)	(\$7,200)	(\$7,200)	(\$7,200)	(\$7,200)
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Proposed Budget	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			
Budget Acct Number(s):	Fund <u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	Rev Src <u>4900</u>	

B. Recommended Sources of Funds / Summary of Fiscal Impact

- Assumes an 10/1/2011 start date for network services

C. Department Fiscal Review: Robert C. Fasal 8/2/11

III. REVIEW COMMENTS

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

WS 8-2-11
OFMB 8/3/2011
8/12/11
Contract Administration 8/12/11
8-4-11 B. Wheeler

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
Paul F. F. 8/8/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification: *(Continued from page 1)*

On April 15, 2008, the Board of County Commissioners approved the execution of a contract between Palm Beach County and the Florida LambdaRail, LLC. The County utilizes this connection to provide faster broadband services for Internet access while reducing the annual costs of Internet service. The LambdaRail also facilitates disaster recovery programs and expands access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other educational, local government, and non-profit organizations interested in linking to the LambdaRail. Palm Beach County was the first local government to connect to the LambdaRail and our contract enables the County to serve as a reseller 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, six municipalities, several non-profit organizations, and other taxing authorities, including the Health Care District, 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.

Agreement with Palm Beach County and Loxahatchee River Environmental Control District

Interconnection to the Palm Beach County Network

R 2011 12 15
Interlocal Agreement

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this ____ day of AUG 16 2011, 2011, with Loxahatchee River Environmental Control District, Florida, a multi-county independent special district created by Chapter 2002-358, Laws of Florida, Federal Employer ID #59-1455126, (the "District"), and Palm Beach County (the "County").

WITNESSETH

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, the District and the County have recognized the need for the District to connect to the County's Network ("Network") for the purpose of utilizing the County as the District's Internet Service Provider and 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, the District and the County have recognized the need for the County to provide Network services to the District and to allow the County to provide other Network related services as the County may deem desirable; and

WHEREAS, the County and District 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

*Agreement with Palm Beach County and Loxahatchee River Environmental Control District
Interconnection to the Palm Beach County Network*

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

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

WHEREAS, in recognizing these facts, the District 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 the District 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, and splice enclosures (including hubs, routers, and 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 the District and other third parties who enter into appropriate licensing agreements with the County.

Section 2 **Approval**

The County approves of the District's participation in the use of the County's wide area Network and any other 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 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.

*Agreement with Palm Beach County and Loxahatchee River Environmental Control District
Interconnection to the Palm Beach County Network*

Section 4 Network Connection

The District will be provided with a transport connection and sufficient bandwidth capacity to meet the District's network service requirements as specified in the Service Level Agreement (Exhibit "A"). The District shall pay all related connection costs, including the drop from the network to the facility, all equipment necessary to utilize the Network for the intended purposes of the District, all associated labor costs to connect to the District's facility, and the monthly Usage Fee as set forth in Exhibit "A".

Section 5 Resale of Network Services

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

Should the County perform repair and maintenance functions on behalf of the District, it is with the understanding that the County's responsibility extends only to the demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned Network equipment inside each of the District's buildings or facilities connected to the Palm Beach County Network

*Agreement with Palm Beach County and Loxahatchee River Environmental Control District
Interconnection to the Palm Beach County Network*

(hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructure to the point of the Network equipment connection to the District's facilities. Entrance facilities at the District's locations from road to Demarcation Point belong to the District 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 District site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the District 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 the District'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 the repair services when deemed necessary. The County shall abide by agreed upon security requirements of the District. 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 District 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 Equipment Ownership

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

*Agreement with Palm Beach County and Loxahatchee River Environmental Control District
Interconnection to the Palm Beach County Network*

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

Section 9 Modifications to Network

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

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

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

Section 10 Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the District. However, should any equipment owned by the District render any harmful interference to the County Network equipment, County may disconnect any or all District connections after informing the District's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the District 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.

*Agreement with Palm Beach County and Loxahatchee River Environmental Control District
Interconnection to the Palm Beach County Network*

Section 11 Termination for Convenience

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

Section 12 Indemnification

The District and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

Section 13 Insurance

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the District reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the District maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute, Chapter 768.28, the District shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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The District agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the District shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the District of its liability and obligations under this Interlocal Agreement.

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 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 the District and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the District or the County, the owning party shall determine if the line 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

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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 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: **District:** Loxahatchee River Environmental Control District
Attention: D. Albrey Arrington, Ph.D.
2500 Jupiter Park Dr.
Jupiter, FL 33458

With a copy to: Alan Lopatosky
Loxahatchee River Environmental Control District
2500 Jupiter Park Dr.
Jupiter, FL 33458
(561) 747-5709

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 the District and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the

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subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the District 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 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

This Agreement is subject to fiscal funding out.

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.

Section 24 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 Palm Beach County, its officers, agents,

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employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

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Section 24 Signatories to the Agreement

R2011 12 15 AUG 16 2011

ATTEST:


Sharon R. Bock, Clerk & Comptroller

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

By:


Deputy Clerk

By:


Karen T. Marcus, , Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

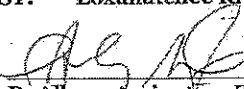

County Attorney

By:


Steve Bordelon, Director, ISS

ATTEST: Loxahatchee River Environmental Control District

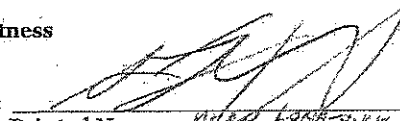
By:


D. Albrey Arrington, Ph.D., Executive Director

(SEAL)

Witness

By:


Printed Name: *Walter L. ...*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


Loxahatchee River Environmental Control District Legal 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 the District in carrying out the terms of the Interlocal Agreement regarding: Interconnection of the District to the Palm Beach County Fiber Network. This Service Level Agreement delineates the services to be provided access to be provided to by ISS, establishes an escalation protocol, and describes the associated costs and payment requirements.

I. Annual Planning and Service Level Agreement Review

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

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

II. Description of Services

A. Baseline services from ISS will include:

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

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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. District Responsibilities

1. All intra-building Network maintenance and security of the facility;
2. The District will be the owner of the poles that are installed on the District property that will hold the Network equipment owned by Palm Beach County.
3. Ensuring that back-door connectivity behind the building router is prohibited;
4. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
5. Building infrastructure connectivity;
6. All grid (jack), wiring identification, and tracking for District-owned facilities;
7. 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 District staff to evaluate whether the cause of any system problem is associated with factors under the control of the District; and
8. The District 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. The District will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from the District Network property.
9. The District may request changes in Network equipment attachments services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The District shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall

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include extension of Network services to additional sites identified by the District. The District shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.

10. The District will provide, at its expense, the following equipment and facilities at each District location (if required):
 - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the District's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
11. The District shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the District shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
12. The District 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 the District with access to the County's Network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the District.

In the event that Network availability is documented by the County and declared by the District to be less than 99.9% for two (2) consecutive months, the District shall not be liable for service

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fees beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

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

IV. Protocol for Reporting Network Service Problems

All service issues should be reported to the District's IT support staff. If the District'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 561-355-6700. All service problems reported by the District will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the District is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

V. Access for Network Service and Maintenance

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

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

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

VI. Problem Escalation Contacts:

Palm Beach County ISS

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

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

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

Steve Bordelon, Director of ISS:
561-355-2394 (office)
561-386-6239 (cell)

Loxahatchee River Environmental Control District Information Systems

Alan Lopatosky
561-747-5709 (office)
561-262-3453 (cell)

Joe Chung
561-747-5709 (office)
561-262-9289 (cell)

VII. Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's Network Services provided to the District. The usage fees for connection to the County's Network and Internet provisioning shall be \$50 per mb based on the 95th percentile billing

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model. Using this model, the County will measure the traffic levels from the switch or router at the District's location every 30 second and record it in a log file. At the end of every month, the samples are grouped into 5 minute averages and sorted from highest to lowest, and the top 5% (which equal to approximately 36 hours of a 30-day billing cycle) of the data is discarded. The next highest measurement from this data becomes the billable utilization for the month. If the District's calculated usage charge exceeds the \$250 per month baseline amount for two consecutive months, the County will contact the District and assist in identifying the cause for the rise in usage. If the usage is determined to be valid, the County and the District will modify Section VII of Exhibit A to accommodate the increased usage with an appropriate rate adjustment. An additional usage fee of \$50 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the District chooses to use the NWRDC for hosting services. The District may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If the District chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the District locations shown in the following table to the County's central WiMax location in Jupiter Florida. The District will be responsible for reimbursement to the County of said costs, estimated at the time of contract to be \$15,400, as described in Section "B" below.

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

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Table 1				
Schedule of Loxahatchee River Environmental Control District Network Charges				
Service Category	Est. Service Start Date	Estimated Installation (\$)	Monthly (\$)	Yearly Total (\$)
Network Connection(s)				
2500 Jupiter Park Drive, Jupiter Florida 33458	10/1/2011	\$7,700 *	\$400 **	\$4,800 **
805 North US Hwy 1, Jupiter, Florida 33477	10/1/2011	\$7,700*	\$200 **	\$2,400 **
TOTALS -		\$ 15,400*	\$600 **	\$7,200 **
<p>* This is an estimated cost. The actual final cost for this installation will be billed to the customer as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.</p> <p>** The monthly service fees are estimated at the time of contract to be 8 MB per month at LRD headquarters (2500 Jupiter Park Drive) and 4 MB per month (805 North US 1). Each location will be charged at the rate of \$50 per MB per month.</p>				

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.

B. Billing and Payment

Upon the District's prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the District in the execution of certain Information

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Technology responsibilities, upon the District's prior approval or request for such assistance and agreement to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates of \$125 per hour and will be subject to modification on an annual basis.

The County shall submit a one-time invoice for the installation costs associated with this project, currently estimated at \$15,400, upon successful test of service as determined by Palm Beach County ISS. This invoice shall be due in full within 30 days of issue date.

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