

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

**Meeting Date:** October 22, 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. Rescind the Agreement (R2010-1312) dated 8/17/2010;
- B. Approve the new Agreement for network services with Palm Beach County (County) and Nonprofits First, Inc. (Non-profit Organization) for an annual revenue total of \$3,600; and
- C. 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:** Nonprofits First, Inc. has an existing network services agreement with the County (R2010-1312). This Agreement includes an incorrect clause stating network service fees would be adjusted annually based on the ISS Cost Allocation Plan. This was holdover language from a predecessor agreement which was not intended to apply to the agreement with Nonprofits First, Inc. as fees are actually set based on the rate plan approved by the Board of County Commissioners (BCC). Accordingly, this language has been removed from the new Agreement. The new Agreement also increases monthly network service fees by \$150 per month to reflect increased network utilization by the Non-profit Organization for an annual revenue total of \$3,600. This network connection for a non-profit organization is exempt from paying the Florida LambdaRail connection fee of \$100 per month. District 3 (PFK)

**Background and Justification:**

In April 2011, the County's Internal Audit Office completed an audit titled "Wide Area Network Agreements with Public Sector and Non-Profit Organizations." One of the audit findings disclosed that some of the agreements included language inadvertently left in final approved agreements which state the annual fees would be adjusted based on the ISS Cost Allocation Plan. Both the County and our partner organizations understand and accept that this language does not apply. The actual rates are based on the rate schedule approved by the Board which remains fixed until the agreement is revised with the consent of both parties.

*Continued on page 3...*

**Attachments:**

- 1. Agreement with Nonprofits First, Inc. (3 originals)
- 2. Copy of Agreement R2010-1312 dated 8/17/2010

Recommended by: Steve Bordelon 9-20-2013  
Department Director Date

Approved by: [Signature] 9/27/13  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<u><b>2014</b></u>	<u><b>2015</b></u>	<u><b>2016</b></u>	<u><b>2017</b></u>	<u><b>2018</b></u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$3,600)</u>	<u>(\$3,600)</u>	<u>(\$3,600)</u>	<u>(\$3,600)</u>	<u>(\$3,600)</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>
<b>NET FISCAL IMPACT</b>	<u><b>(\$3,600)</b></u>	<u><b>(\$3,600)</b></u>	<u><b>(\$3,600)</b></u>	<u><b>(\$3,600)</b></u>	<u><b>(\$3,600)</b></u>
<b># Additional FTE</b>					
Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?		Yes <u>X</u>	No <u>  </u>		
Budget Acct Number(s):	Fund <u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>	

\*Assumes an October 1, 2013 start date for the revised agreement.

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

The original agreement was budgeted in FY 2014 for \$1,800. With the revised agreement there would be an increase in revenue in FY 2014 of \$1,800, which is not budgeted and an increase in projected revenue in future years. Therefore, the total revenue fiscal impact in the FY 2014 budget is \$3,600.

**C. Department Fiscal Review:**

*Tom K. ... 9/19/13*

**III. REVIEW COMMENTS**

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

*[Signature]* 9/23/13  
 AM 9/20/13 OFMB 9/19

*[Signature]* 9/25/13  
 Contract Administration  
 9-25-13 B. Wheeler

**B. Legal Sufficiency:**

*Paul F. ...* 9/26/13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

*Continued from Page 1...*

Since 2008, the BCC 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 to obtain commodity pricing for Internet services and economical access to Disaster Recovery facilities. These shared services agreements generate more than \$500,000 in annual revenues which help offset the County's costs of providing network services. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

***Agreement with Palm Beach County and the Nonprofits First, Inc.***

***Re: Palm Beach County ISS Services***

## **Agreement**

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Nonprofits First, Inc., a Florida Non-Profit corporation, Federal Employer ID #263189428, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Agreement R2010-1312, dated 08/17/2010.

**WITNESSETH THAT:**

**WHEREAS**, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit Organization funders; and

**WHEREAS**, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their use by each organization.

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

**Section 1    Purpose**

The purpose of this Agreement is to provide IT services to the Non-Profit Organization for the purposes described in the attached Exhibit A.

**Section 2    Approval**

The County approves of the Non-Profit Organization's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

*Agreement with Palm Beach County and the Nonprofits First, Inc.*

*Re: Palm Beach County ISS Services*

**Section 3 Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Non-Profit Organization by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Non-Profit Organization in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

**Section 4 Term**

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

**Section 5 Resale of IT Services**

The Non-Profit Organization shall not share or resell any portion of the County's IT infrastructure 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 Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) 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.

**Section 7 Indemnification and Hold Harmless**

The Non-Profit Organization shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's

***Agreement with Palm Beach County and the Nonprofits First, Inc.***

***Re: Palm Beach County ISS Services***

fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Non-Profit Organization.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County 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, 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 8 Insurance**

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

**Section 9 Damage Caused by Disasters**

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the Non-Profit Organization and the County authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 10 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.

**Agreement with Palm Beach County and the Nonprofits First, Inc.**

**Re: Palm Beach County ISS Services**

**Section 11 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: NON-PROFIT ORGANIZATION:**

**Attention:** Nonprofits First, Inc.  
President, CEO  
2300 High Ridge Road, Suite 132  
Boynton Beach, FL 33426  
(Telephone: 561-214-7435)

With a copy to: Kathy Mincin, Director of Finance  
Nonprofits First, Inc.  
2300 High Ridge Road, Suite 132  
Boynton Beach, FL 33426  
(Telephone: 561-214-7435)

With a copy to: Franklin De La Cruz, Director of Information Technology  
Nonprofits First, Inc.  
2300 High Ridge Road, Suite 132  
Boynton Beach, FL 33426  
(Telephone: 561-214-7435)

**To: COUNTY:** Robert Weisman, County Administrator  
c/o Steve Bordelon, Information Systems Services Director  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office

***Agreement with Palm Beach County and the Nonprofits First, Inc.***

***Re: Palm Beach County ISS Services***

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
(Telephone: 561-355-2225)

**Section 12 Entire Agreement**

This Agreement represents the entire agreement between the Non-Profit Organization and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the Non-Profit Organization and the County and their respective successors and assigns.

**Section 13 [Omitted]**

**Section 14 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 15 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 16 Binding Agreement**

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

**Section 17 Subject to Funding**

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



*Agreement with Palm Beach County and the Nonprofits First, Inc.*

*Re: Palm Beach County ISS Services*

**Section 18 Nondiscrimination**

Both parties warrant and represent 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 19 Access and Audits**

The Non Profit Organization 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 Non Profit Organization's place of business.

**Section 20 Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Non-Profit Organization, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 21 Regulations, Licensing Requirements**

The Non-Profit Organization shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

**Agreement with Palm Beach County and the Nonprofits First, Inc.**

**Re: Palm Beach County ISS Services**

collusion. The Non-Profit Organization is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

(SEAL)


**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

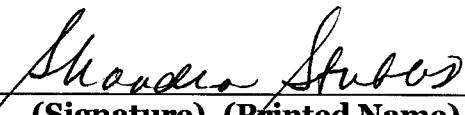
By:   
County Attorney

By:   
Steve Bordelon, Director, ISS

**Nonprofits First, Inc.**

By:   
Ken Montgomery, Board Director

**Witness:**

By:   
(Signature), (Printed Name)  
Shanara Stubbs

*Agreement with Palm Beach County and the Nonprofits First, Inc.*

*Re: Palm Beach County Network Services*

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the Nonprofits First, Inc. ("Non-Profit Organization") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Non-Profit Organization in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 8/17/2010.

#### **Section A: General Requirements for Network Services**

Network services must be approved by both County and the Non-Profit Organization if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

County shall provide the Non-Profit Organization with access to the County's network on a best-effort basis and as otherwise provided for herein.

#### **Section B: 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 routers 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 the County and Non-Profit Organization owned facilities. The Non-Profit Organization shall maintain that portion of its own network which exclusively serves its facilities.

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***Re: Palm Beach County Network Services***

The County shall monitor bandwidth utilization on any network link between the County and the Non-Profit Organization.

Should the County perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that the County's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit Organization's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, 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, all 802.16 radio equipment, and the County routers installed at the Non-Profit Organization. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization 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 Non-Profit Organization owned electronics or other equipment.

The County shall provide maintenance to the 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 the Non-Profit Organization. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

**Section C: Network Equipment Ownership**

The County, as represented by the County, shall own all of its network equipment and assets. The Non-Profit Organization 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

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implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should the Non-Profit Organization 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 D: Network Connection**

The Non-Profit Organization will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Non-Profit Organization shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the Non-Profit Organization 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 the Non-Profit Organization require the network to be upgraded, the Non-Profit Organization shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

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

When either the Non-Profit Organization 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.

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***Re: Palm Beach County Network Services***

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 F: Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, The County may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect 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. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G: Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the Non-Profit Organization or the County, the owning party shall determine if the cable will be repaired or replaced.

**Section H: Network Security**

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County 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 I: Description of Services**

**A. Baseline services from the County will include:**

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1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Non-Profit Organization network router connection;  
  
If necessary, security may shut down the Non-Profit Organization's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on the County 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. Non-Profit Organization Responsibilities will include:**

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 the Non-Profit Organization owned facilities;
6. providing, 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 the Non-Profit Organization technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit Organization.

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7. ensuring 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 Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Non-Profit Organization owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization 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 the Non-Profit Organization. The Non-Profit Organization shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each Non-Profit Organization owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit Organization's site.

The Non-Profit Organization shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.



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**Section J: Availability of County Network Service**

The County will provide the Non-Profit Organization with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Non-Profit Organization.

In the event that Network availability is documented by the County and declared by the Non-Profit Organization to be less than 99.9% for two (2) consecutive months, the Non-Profit Organization 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.

**Section K: Protocol for Reporting Network Service Problems**

All service issues should first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization'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 County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Non-Profit Organization will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Non-Profit Organization 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.

**Section L: Access for Network Service and Maintenance**

The County shall coordinate with and obtain prior written approval from the Non-Profit Organization designee as to the time of any planned maintenance, repair, or installation work. However, the Non-Profit Organization 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 County 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,

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the County's representative shall call the Non-Profit Organization to report any emergency that requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible.

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

County represents that it has verified that neither the County nor the 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 Non-Profit Organization owned buildings under the Agreement.

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

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

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

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

**Non-Profit Organization Information Services**

Franklin De La Cruz, Director of Information Technology  
561-214-7420 (office)  
561-707-4750 (cell)

Hours of Operation: 9:00am to 5:00pm

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**Section N: Fees and Charges for Network Connectivity and Related Services**

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

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Non-Profit Organization quarterly.

<b>Non-Profit Organization Network Service and Billing Matrix</b>				
<b>Location</b>	<b>Service Start Date</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges</b>
2300 High Ridge Road, Suite 132 Boynton Beach	October 1, 2013	\$300	\$0	\$3,600
<b>TOTALS</b>		<b>\$300</b>	<b>\$0</b>	<b>\$3,600</b>

**Explanation of Charges:**

Monthly County Charges – The monthly charge paid by Non-Profit Organization per County Rate Plan for Network Services.

Monthly Florida LambdaRail (FLR) Charges – The fee was approved for exemption by the FLR on 9/21/2011.

Yearly Charges – The total annual recurring charges paid by the Non-Profit Organization.

The County has received approvals from the FLR for the Non-Profit Organization to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

**N1. Cost Components**

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

*Agreement with Palm Beach County and the Nonprofits First, Inc.*

*Re: Palm Beach County Network Services*

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Non-Profit Organization 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.

**Section O: Additional IT Services**

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be 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 Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse the County for all costs associated with the rendering of the County 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.

**Section P: Annual Review of Fees and Charges**

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

**Section Q: Insurance**

This section does not apply to Network Services.



Attachment 1  
Palm Beach County  
***Information Systems Services***  
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Nonprofits First, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: \_\_\_\_\_ Date: \_\_\_\_\_

Project Office: \_\_\_\_\_ Date: \_\_\_\_\_

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Nonprofits First, Inc.

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
(Name, Title)

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

**Agreement**  
R2010.13.12

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of AUG 17 2010, 2010, by and with Nonprofits First, Inc., (the "Non-Profit Organization"), whose Federal ID No. is 263189428, and Palm Beach County (the "County").

**WITNESSES THAT:**

**WHEREAS**, the Non-Profit Organization and the County have recognized the need for the Non-Profit Organization to connect to the County's Network ("Network") for the purpose of utilizing the County as the Non-Profit Organization's Internet Service Provider and to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

**WHEREAS**, the County and Non-Profit Organization have demonstrated needs for Network connectivity, and both parties are stewards of public funds and private donations, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

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

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

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

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

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

**Section 1    Purpose**

The purpose of this Agreement is to interconnect the Non-Profit to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the Non-Profit and other third parties who enter into appropriate licensing agreements with the County.

**Section 2    Approval**

The County approves of the Non-Profit's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall become effective upon its execution by both parties.

**Section 3    Term**

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 11 herein.

**Section 4    Network Connection**

The Non-Profit will be provided with a fiber connection and sufficient bandwidth capacity to meet the Non-Profit's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Non-Profit shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purposes of the Non-Profit, and all associated labor costs to connect to the Non-Profit's facility. Additionally, the Non-Profit shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".

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

**Section 5 Resale of Network Services**

The Non-Profit shall not share or resell any portion of the County's network or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 6 County's Responsibilities for Network Management**

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

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

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

Should the County perform repair and maintenance functions on behalf of the Non-Profit, it is with the understanding that the County's responsibility extends only to the demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all network infrastructure to the point of the network equipment connection to the Non-Profit's facilities. Entrance facilities at the Non-Profit's locations from road to Demarcation Point belong to the Non-Profit whereas the fiber within may belong to the County.



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

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and the County routers installed at each Non-Profit site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on the Non-Profit's electronics or other equipment.

The County shall provide maintenance on a 7-day/24-hour basis and may contract for the repair services when deemed necessary. The County shall abide by agreed upon security requirements of the Non-Profit. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

**Section 7    Service Level Agreement**

Roles and responsibilities of the County and Non-Profit are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

**Section 8    Network Ownership**

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

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

**Section 9    Modifications to Network**

If the Non-Profit proposes a modification or connection of a new facility to the Network, it shall notify and submit any applicable construction documents to the County at least 30 calendar days prior to the date construction activities are expected to commence. Should the planned

***Agreement Between Palm Beach County and Nonprofits First***

***Re: Interconnection to the Palm Beach County Network***

activities of the Non-Profit require the Network to be upgraded, the Non-Profit shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by the County to participate in a cost-sharing arrangement for the modification. The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Non-Profit and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

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

**Section 10 Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit. However, should any equipment owned by the Non-Profit render any harmful interference to the County Network, ISS may disconnect any or all Non-Profit connections after informing the Non-Profit's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Non-Profit facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section 11 Termination for Convenience**

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the

*Agreement Between Palm Beach County and Nonprofits First*

*Re: Interconnection to the Palm Beach County Network*

terminating party shall pay all sums due through the effective date of the termination.  
Termination of this Agreement by either party may also be contingent upon the failure to ratify annual appropriation for these services by the party's governing body.

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

**Section 12 Indemnification and Hold Harmless**

The Non-Profit and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Non-Profit and the County.

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

**Section 13 Damage Caused by Disasters**

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the network, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Non-Profit and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the Non-Profit or the County, the owning party shall determine if the line will be repaired or replaced.

*Agreement Between Palm Beach County and Nonprofits First*

*Re: Interconnection to the Palm Beach County Network*

**Section 14 Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

**Section 15 Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: **Non-Profit:** Nonprofits First, Inc.  
2300 High Ridge Road, STE 132  
Boynton Beach, FL 33426  
561-214-7435

**Attention:** Pedro del Sol, President/CEO  
Nonprofits First, Inc.  
2300 High Ridge Road, STE 132  
Boynton Beach, FL 33426  
561-214-7442

With a copy to: Joseph Elkins, Sr. Director of Finance  
Nonprofits First, Inc.  
2300 High Ridge Road, STE 132  
Boynton Beach, FL 33426  
561-214-7441

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

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

To: **COUNTY:** Robert Weisman, County Administrator  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: 561-355-2712

With a copy to: County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225

**Section 16 Entire Agreement**

This Agreement represents the entire agreement between the Non-Profit and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the Non-Profit and the County and their respective successors and assigns.

**Section 17 Filing**

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

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

**Section 18 Participation**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

**Section 19 Venue for Dispute Resolution**

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

**Section 20 Binding Agreement**

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

**Section 21 Subject to Funding**

This Agreement is subject to fiscal funding.

**Section 22 Nondiscrimination**

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

**Section 23 Access and Audits**

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

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

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

Section 22 Signatories to the Agreement


R2010.13.12 AUG 17 2010

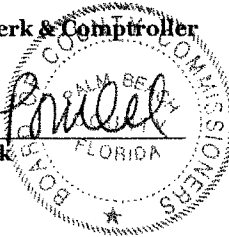
ATTEST:

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

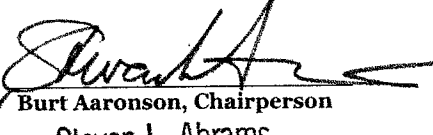
Sharon R. Bock, Clerk & Comptroller

By:

  
Deputy Clerk



By:

  
Burt Aaronson, Chairperson  
Steven L. Abrams

(SEAL)

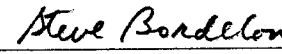
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:

  
Director, ISS

ATTEST: Non-Profit

By:

  
Pedro del Sol, President/CEO

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

\_\_\_\_\_  
, Non-Profit Attorney



**EXHIBIT A**

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES  
SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Non-Profit in carrying out the terms of the Interlocal Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

**I. Annual Planning and Service Level Agreement Review**

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

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

**II. Description of Services**

**A. Baseline services from ISS will include:**

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

*Agreement Between Palm Beach County and Nonprofits First*

*Re: Interconnection to the Palm Beach County Network*

7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

**B. Non-Profit Responsibilities**

1. All intra-building network maintenance and security of the facility;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for Non-Profit-owned facilities;
6. The Non-Profit agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by Non-Profit staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit; and
7. The Non-Profit shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Non-Profit will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. The Non-Profit may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Non-Profit shall be advised of the disposition of the request within thirty

*Agreement Between Palm Beach County and Nonprofits First*

*Re: Interconnection to the Palm Beach County Network*

(30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the Non-Profit. The Non-Profit shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.

9. The Non-Profit will provide, at its expense, the following equipment and facilities at each Non-Profit location (if required):
  - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
  - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit's site; and the Non-Profit shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Non-Profit shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the Non-Profit shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The Non-Profit shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

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

**III. Availability of the County Network Services**

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

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

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

**IV. Protocol for Reporting Network Service Problems**

All service issues should be reported to the Non-Profit's IT support staff. If the Non-Profit's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-6700. All service problems reported by the Non-Profit will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Non-Profit is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

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

**V. Facility Access for Network Service and Maintenance**

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

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

The County shall supply the Non-Profit with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit must be fingerprinted and shall be subjected to a "background check". All of the County's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

The County represents that it has verified, prior to entering into this Agreement, that neither the County or County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to the Non-Profit facilities under the Agreement.

**VI. Problem Escalation Contacts:**

Palm Beach County ISS

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

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

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

**Agreement Between Palm Beach County and Nonprofits First**

**Re: Interconnection to the Palm Beach County Network**

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

**Non-Profit Information Systems**

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

**VII. Fees and Charges for Network Connectivity and Related Services**

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

**A. Cost Components**

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida

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

**B. Billing and Payment**

The ISS Director may, at his/her discretion, permit staff resources to assist the Non-Profit in the execution of certain Information Technology responsibilities, assuming that the Non-Profit agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

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