



**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	\$2,525	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$6,405)</u>	<u>(\$4,176)</u>	<u>(\$4,176)</u>	<u>(\$4,176)</u>	<u>(\$4,176)</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>(\$3,880)</b></u>	<u><b>(\$4,176)</b></u>	<u><b>(\$4,176)</b></u>	<u><b>(\$4,176)</b></u>	<u><b>(\$4,176)</b></u>
<b># Additional FTE Positions (Cumulative)</b>	<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>		
Exp Budget Acct: Fund	<u>3901</u>	Dept. <u>491</u>	Unit <u>1229</u>	Object <u>4674</u>	
Rev Budget Acct: Fund	<u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>	

\*Assumes a December 1, 2013 start date for the revised Agreement.

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

The First Amendment to the Interlocal Agreement budgeted \$2,400 in FY 2014 revenue. This new Interlocal Agreement includes a one-time installation fee of \$2,525, and a \$1,480 increase in revenue for FY 2014. \$4,176 is the projected revenue for future years. This additional revenue was not budgeted, therefore the total fiscal impact to FY 2014 revenue is \$3,880 (\$400 for October and November), and revised \$3,480 for December 2013 – September 2014.

**C. Department Fiscal Review:**

*Robert Beal* 10/22/13

**III. REVIEW COMMENTS**

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

*Susan Neary* 10/22/13  
*for OFMB*  
*10/22*  
*AM*  
*10/22/13*

*Dr. J. Jacobson* 11/1/13  
 Contract Administration  
 11-1-13 BWhelan

**B. Legal Sufficiency:**

*Paul F. [Signature]* 11/4/13  
 Assistant County Attorney

**C: Other Department Review:**

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

*Continued from page 1...*

Additionally, this agreement will provide for the County to host the District's GIS data layers, maps and photography on the County's servers. This represents the first such agreement for this new line of service which will be at the rate of \$600 annually per the standard rate schedule approved by the Board of County Commissioners.

These cooperative agreements offer the benefits of reduced costs and increased network bandwidth for agencies connecting to the County network. Agreements for shared services generate more than \$500,000 in annual revenues which help offset the County's costs of providing network connectivity and other IT services. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the 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, ("District") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2011-1215, dated 08/16/2011 and First Amendment R2013-0081, dated 01/15/2013.

**WITNESSETH THAT:**

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

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into 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 obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; 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 IT 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:

**Section 1    Purpose**

The purpose of this Agreement is to provide IT services to the District for the purposes described in the attached Exhibits A & B.

**Section 2    Approval**

The County approves of the District's participation in the use of the County's IT resources and any other services as specified in the attached Exhibits A & B.

**Section 3    Exhibits**

The attached Exhibits A & B made a part hereof, delineate the services to be provided to the District by the County through its Information Systems Services Department, identify the roles and responsibilities of the County and the District in this regard, and set forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

**Section 4    Term**

The term of this Agreement including Exhibits A & B, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibits A & B 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 District 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 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.

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 District and 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

**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: **DISTRICT:** Loxahatchee River Environmental Control District  
Attention: D. Albrey Arrington, Ph.D., Executive Director  
2500 Jupiter Park Drive  
Jupiter, FL 33458

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  
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 District 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 parties. This Agreement shall be binding upon the District and the County and their respective successors and assigns.

**Section 13 Filing**

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

**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**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

**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 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.

**Section 20 Inspector General**

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 District shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The District 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.

Agreement with Palm Beach County and the Loxahatchee River Environmental Control District

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

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

By: \_\_\_\_\_  
, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: Paul F. [Signature]  
County Attorney

By: Steve Bordelon [Signature]  
Steve Bordelon, Director, ISS

Loxahatchee River Environmental Control District

ATTEST:

By: [Signature]  
D. Albrey Arrington, Ph.D.  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Curtis Sherman [Signature]  
District Attorney

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the Loxahatchee River Environmental Control District ("District") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the District 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 08/16/2011.

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

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

The County shall provide the District 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 County and District owned facilities. The District shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the District.

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 District "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the District'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 District demarcation point(s). Entrance facilities at District owned locations from the 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, all 802.16 radio equipment, and the County routers installed at the District. 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 District owned electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of 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 C: Network Equipment Ownership**

The County, as represented by the County, shall own all of its 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 its network components. Furthermore, any and all technological changes relative to the network will be implemented at

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

Should 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 D: Network Connection**

The District 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 District shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the District 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 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 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 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 F: 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's network equipment, the County may disconnect any or all District owned network connections after informing the District'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 District 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 through the County will include:**

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the District network router connection;

If necessary, security may shut down the District'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 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. District 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 District 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 District technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the District.

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 District will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from District 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 District 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 identified by the District. The District 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 District 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 District's site.  
The District 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.



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

The County will provide the District 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 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 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 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 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 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) 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 District 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 the 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, the County's representative

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

The County shall supply the District with a list of authorized the County 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 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 District 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)

**District Information Services**

Joe Chung  
561-747-5700 x.150 (office)  
561-262-9289 (cell)  
[joe.chung@loxahatcheeriver.org](mailto:joe.chung@loxahatcheeriver.org)

Alan Lopatosky  
561-747-5700 x.102 (office)

561-262-3453 (cell)  
[alan.lopatosky@loxahatcheeriver.org](mailto:alan.lopatosky@loxahatcheeriver.org)

Bud Howard  
 561-747-5700 x.108 (office)  
 561-317-2216 (cell)  
[bud.howard@loxahatcheeriver.org](mailto:bud.howard@loxahatcheeriver.org)

**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 District.

The County 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 the County 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 the County will invoice the District quarterly.

<b>District Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
2500 Jupiter Park Dr Jupiter, FL 33458						
- Fiber Internet 50% and Transport 50%	4/1/2012	3Mb	N/A	\$98	\$100	\$2,376
- Pole/WiMax	N/A	N/A	\$21,700.00*	N/A	N/A	N/A
805 North US Hwy 1 Jupiter, FL 33477 WiMax transport only	10/1/2012	3Mb	\$9,954.08*	\$50	N/A	\$600
860 W Indiantown Rd Jupiter, FL 33458 WiMax transport only	12/1/2013	3Mb	\$2,525**	\$50	N/A	\$600
<b>TOTALS</b>			<b>\$34,179.08</b>	<b>\$198</b>	<b>\$100</b>	<b>\$3,576</b>
<u>Explanation of Charges:</u>						

**\*Installation Charges** – These are a billable cost. The work has been completed and the District paid in full the amount of \$31,654.08 under R2011-1215, dated 8/16/2011.

**\*\*Installation Charges** – This is an estimated cost. The actual final cost for this installation will be billed to the District as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor.

**Monthly County Charges** – The monthly charge paid by the District based on the County Rate Sheet for Network Services.

**Monthly Florida LambdaRail (FLR) Charges** – 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 **Sub-section N1. - Cost Components** below).

**Yearly Charges** – The total annual recurring charges, excluding installation charges, paid by the District.

The County 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.

**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.

**N2. 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.

**Section O: 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 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 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 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: Loxahatchee River Environmental Control District

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

Loxahatchee River  
Environmental Control District

AND LEGAL SUFFICIENCY

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

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

## **EXHIBIT B**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) GIS HOSTING SERVICES**

The purpose of this Exhibit is to delineate the GIS hosting services to be provided to the Loxahatchee River Environmental Control District ("District") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the District in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

#### **Section A: General Requirements for GIS Hosting Services**

GIS Hosting Services must be approved by both County and the District if said connection affects the County network as set forth in Exhibit A.

County shall provide the District with access to the GIS system on a best-effort basis and otherwise provided herein. For ESRI ArcMap, a Direct Connect method will be required to gain access to the County GIS system. For all other client GIS software, an Oracle ODBC connection will be used.

#### **Section B: Responsibilities for GIS Hosting Services**

The County shall be responsible for routine day-to-day management of GIS system and provide a non-exclusive license for District to use GIS system.

The District is responsible to instruct and obligate its employees and agents to use the GIS system as a valuable asset of the County and agrees the GIS system shall not be used for any purposes other than internal data processing or related professional services as set forth in this Exhibit.

#### **Section C: GIS System Ownership**

The County shall own all rights, title and interest in and to the GIS system and materials, including but not limited to, software, data or information developed or provided by County and

any methodologies, equipment, or processes used by the County to provide services to the District shall be deemed the sole and exclusive property of the County.

**Section D: GIS Hosting Services Connection & Availability**

The District will be provided with a connection to the GIS system as specified in this Exhibit & Exhibit A. The County will make every reasonable effort to limit outages and GIS system inaccessibility during the hosted GIS system hours of availability as set forth in this Exhibit.

**Section E: Modifications to GIS System**

The County will provide District access for agreed upon modifications. The County, at its sole discretion, will determine and repair any GIS system defects at its own expense. If the County is unable to repair the GIS system defects, the County will waive the sixty (60) day written notification provision within Agreement should District elect to terminate Agreement.

If the District proposes a County modification to the GIS system, it shall notify and submit applicable documents to the County for approval. If modifications are approved, the District shall work cooperatively with the County and be solely responsible for payment of all costs associated with such modifications, unless there is a 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 modification that may cause disruption or interference of GIS system to users shall be coordinated with the appropriate technical staff of both the County and external users of the GIS system. The County agrees to perform such work at a time and manner to minimize disruption and interference to the GIS system users.

**Section F: GIS Hosting Services Interference**

The County will determine cause of GIS system interference as set forth in Exhibit A. The County will utilize its best efforts to prevent any unanticipated GIS system interferences.



**Section G: Damage Caused by Disasters**

Should the connection access to the County GIS system sustain damage, the repair or replacement shall be determined as set forth in Exhibit A.

**Section H: GIS System Security**

District will ensure that each GIS system user account is exclusively for that user and is kept confidential. The District shall comply with all governmental rules and regulations in the collection, handling and transfer of data stored within the GIS system.

**Section I: Description of GIS Hosting Services**

**A. Baseline GIS Hosting Services from the County will include:**

1. setup and configuration for access to the County's GIS system;
2. provide GIS system access on 7 days a week, 24 hours per day;
3. provide a secure and dedicated access point for access to the GIS system over the County's wide area network;
4. create schema and user accounts necessary for access to the County GIS system;
5. provide minimum of 50MB's of disk space for GIS data layers and maintenance activities;
6. monitor GIS system, database and server environments and perform routine maintenance services;
7. monitor and retain daily back-ups of database files, which will be performed after hours, whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable back-up copy is on site or has to be retrieved; the County will use reasonable efforts to restore data files; however, the County will have no liability if it is unable to do so;
8. provide ISS Disaster Recovery Plan documentation; the County may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration to County GIS system; District accepts that County may elect to terminate access to hosting environment until such time as service

can be restored in a secure manner; in this event, County will notify District of measures taken to protect data files.

**B. District Responsibilities will include:**

1. GIS client software that will be used to access the County GIS system;
2. maintain/update GIS client software to releases/versions that are supported by the latest County GIS Server software release;
3. provide network modifications for access to the County GIS system;
4. provide user names and their appropriate access rights for their GIS data layers (such as read, write, update, etc.);
5. provide end-user training to staff.

**Section J: Protocol for Reporting GIS Hosting Services Problems**

All GIS system issues should first 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 a GIS Hosting Services issue, the IT technician should report the problem, including any error messages, to the County Network Operations Center at 561-355-HELP (4357). All GIS Hosting Services 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) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**Section K: GIS System and Maintenance**

The County shall notify the District designee as to the time of any planned service, maintenance or repair work to GIS system. 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 District owned buildings under the Agreement.

**Section L: Issue Escalation Contacts**

**Palm Beach County ISS**

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

Kelly Ratchinsky, ISS Director, Platform Services Division  
561-355-4252 (office)  
561-644-7245 (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)

**District Information Services**

David Sabin  
561-747-5700 x.151 (office)  
561-262-4381 (cell)  
[david.sabin@loxahatcheeriver.org](mailto:david.sabin@loxahatcheeriver.org)

Bud Howard  
561-747-5700 x.108 (office)  
561-317-2216 (cell)  
[bud.howard@loxahatcheeriver.org](mailto:bud.howard@loxahatcheeriver.org)

**Section M: Fees and Charges for Application Services**

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's GIS Hosting Services provided to the District.

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

<b>District GIS Hosting Services and Billing Matrix</b>			
<b>Location</b>	<b>Service Start Date</b>	<b>Monthly County Charges</b>	<b>Yearly Charges</b>
2500 Jupiter Park Dr Jupiter, FL 33458	December 1, 2013	\$50	\$600
<b>TOTALS</b>		<b>\$50</b>	<b>\$600</b>
<u>Explanation of Charges:</u>			
<p><u>Monthly County Charges</u> – The monthly charge paid by the District per County Rate Sheet for GIS Hosting Services. The \$50/Month is the minimum payment and includes up to 50MB's of data storage. The monthly fee will adjust at a rate of \$1/MB once the 50MB's data storage limit is exceeded.</p> <p><u>Yearly Charges</u> – The total annual recurring charges paid by the District.</p>			

**Section N: 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.

**Section O: 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 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 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 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) day 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**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the District acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

In the event the District maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the District shall agree to maintain said insurance policies at limits not less than \$500,000.

When requested, the District shall agree to 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 coverage.

Compliance with the foregoing requirements shall not relieve the District of its liability and obligations under this Agreement.



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

Task Order #:

Original Agreement #R:

Organization requesting services: Loxahatchee River Environmental Control District

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

Loxahatchee River  
Environmental Control District

AND LEGAL SUFFICIENCY

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

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

R2011 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

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**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.



**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

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(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.

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.

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

**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, 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 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

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


Section 24 Signatories to the Agreement

2011 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

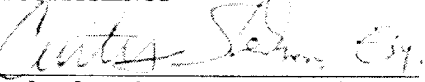
By:   
D. Albrey Arrington, Ph.D., Executive Director

(SEAL)

Witness

By:   
Printed Name: Adam Warkovskiy

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Loxahatchee River Environmental Control District Legal Counsel

**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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Interconnection to the Palm Beach County Network*

include extension of Network services to additional sites indentified 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.

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 95<sup>th</sup> 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.

<b>Table 1</b>				
<b>Schedule of Loxahatchee River Environmental Control District Network Charges</b>				
<b>Service Category</b>	<b>Est. Service Start Date</b>	<b>Estimated Installation (\$)</b>	<b>Monthly (\$)</b>	<b>Yearly Total (\$)</b>
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 **
<b>TOTALS -</b>		<b>\$ 15,400*</b>	<b>\$600 **</b>	<b>\$7,200 **</b>
<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.

R2013 0081

**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 JAN 15 2013 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.

**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**

<b>Loxahatchee River District Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Bandwidth</b>	<b>Install Charges *</b>	<b>Monthly County Charges **</b>	<b>Monthly FL LambdaRail ("FLR") Charges ***</b>	<b>Minimum Yearly Charges excluding Installation</b>
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
<b>TOTALS</b>			<b>\$31,540.08</b>	<b>\$100</b>	<b>\$100</b>	<b>\$2,400</b>
<p>* This is the billable cost. The work that has been completed at the Loxahatchee River District.  ** This monthly charge is based on usage and may vary from month to month. The minimum monthly charge is \$50 per month.  *** 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.

**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.

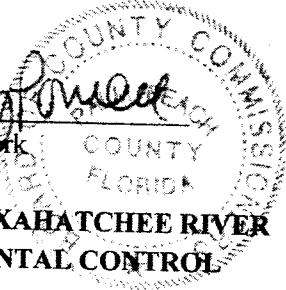
Agreement between Palm Beach County and the Loxahatchee River Environmental Control District  
Re: Amendment to R2011-1215

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

By: [Signature]  
Deputy Clerk



ATTEST: LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL  
DISTRICT

By: [Signature]  
D. Albrex Arrington, Ph.D.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
District Attorney

R2013-0081 JAN 15 2013

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

By: [Signature]  
Steven L. Abrams, Chairman

Witness:

By: \_\_\_\_\_  
Printed Name:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: [Signature]  
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Steve Bordelon, Director  
Information Systems Services