

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

Meeting Date: May 6, 2014

☒ Consent☐ Regular☐ Public Hearing☐ Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Rescind** the Interlocal Agreement (R2011-1216) dated 8/16/2011;
- B. Approve** the Interlocal Agreement for network services with Palm Beach County and the Town of Juno Beach; and
- C. Authorize** the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services, up to a maximum dollar value of \$50,000 per Task Order.

Summary: The Town of Juno Beach (Town) has an existing Interlocal Agreement with Palm Beach County for Network Services (R2011-1216) and wishes to replace this Interlocal Agreement to include current contract standards and reduce their monthly internet fees. The Town's monthly network services costs will decrease from \$495 to \$486 based on the revised fee structure approved by the Board of County Commissioners on January 14, 2014. The County's revised annual revenue in FY 2014 is \$5,868. The Florida LambdaRail LLC has approved connection of the Town to the Florida LambdaRail network. District 1 (PFK)

Background and Justification: Internet service fees were reduced in January 2014 to reflect current market rates. ISS has notified each external agency whose agreement was affected by this rate change that their monthly internet rate reduction was effective February 1, 2014. ISS is delaying the second quarter billings for these agencies until their amendment for this monthly rate adjustment has been approved and executed.

Our goal is to establish and provide the lowest competitive pricing for the County Network Services provided to our external agencies, including the reduction of internet fees when the County's costs are reduced.

The Town of Juno Beach is a local community operating under a Council-Manager form of government. This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

These rates will be applicable to all future agreements for internet network services. Existing agreements may be amended in the future by ISS to adjust existing or add new services.

Attachments:

- 1. Interlocal Agreement with the Town of Juno Beach (3 originals)
- 2. Copy of Interlocal Agreement R2011-1216 with the Town of Juno Beach
- 3. ISS Service Agreements with External Agencies

Recommended by:

*Steve Bordelon**4/9/2014*

Department Director

Date

Approved by:

*[Signature]**4/10/14*

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$72</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$72</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes an effective date of February 1, 2014 for revised monthly billings of internet fee reduction for network services.

B. Recommended Sources of Funds / Summary of Fiscal Impact

The original Interlocal Agreement budgeted \$ 5,940 in FY 2014. This replacement Interlocal Agreement includes revenue of \$1,980 (October 2013 – January 2014) and revised revenue of \$3,888 (February 2014 – September 2014) for a revised total of \$5,868 resulting in a net fiscal impact of \$72 for network services in FY 2014. The total annual projected revenue is \$5,832 with a net fiscal impact of \$108 for fiscal years after 2014.

C. Department Fiscal Review: Robert Beal 4/10/14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments

AK 4/10/14 OFMB 4/10/14 Contract Administration 4-14-14 4/14/14

B. Legal Sufficiency:

Paul R. [Signature] 4/15/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____ day of _____, 2014, by and between the Town of Juno Beach, a municipal corporation organized and existing under the laws of the State of Florida ("Town") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2011-1216, dated 8/16/2011.

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 Town and the County have recognized the need for the Town 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 Town 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:

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the Town for the purposes described in the attached Exhibit A.

Section 2 Approval

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

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineate the services to be provided to the Town by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and the Town 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 Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Town 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

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

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 Town 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

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

governing bodies of both the Town 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: Joseph F. Lo Bello, Town Manager
 Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408
 (Telephone: 561-656-0322)

With a copy to: Andrea Dobbins, Project Coordinator
 340 Ocean Drive
 Juno Beach, FL 33408
 (Telephone: 561-656-0326)

With a copy to: Leonard G. Rubin, Town Attorney
 701 Northpoint Parkway, Suite 209
 West Palm Beach, FL 33407
 (Telephone: 561-721-1683)

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

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, 8th 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 Town 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 Town 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.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

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, or genetic information.

Section 19 Access and Audits

The Town 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 Town's place of business.

Section 20 Inspector General

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

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County ISS Services

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 Town 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 Town 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.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Town of Juno Beach

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: _____
Priscilla A. Taylor, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Paul Fej
County Attorney

By: Steve Bordelon
Steve Bordelon, Director, ISS

Town of Juno Beach

ATTEST:

By: Vanessa M. Dunham
Vanessa M. Dunham, CMC
Town Clerk

By: Mort Levine
Mort Levine, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Leonard G. Rubin
Leonard G. Rubin, P.A.
Town Attorney

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

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 Town of Juno Beach ("Town") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Town in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 8/16/2011. The reduction in monthly internet rate fee is effective 2/1/2014.

Section A: General Requirements for Network Services

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

The County shall provide the Town 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 Town owned facilities. The Town 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 Town.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Should the County perform repair and maintenance functions on behalf of the Town, it is with the understanding that the County's responsibility extends only to the Town "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 Town'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 Town demarcation point(s). Entrance facilities at Town owned locations from the road to demarcation point belong to the Town, 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 Town. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Town 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 Town 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 Town. 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 Town 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.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Should the Town 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 Town 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 Town shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Town 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 Town require the network to be upgraded, the Town 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 Town 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 Town 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.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Town. However, should any equipment owned by the Town render any harmful interference to the County's network equipment, the County may disconnect any or all Town owned network connections after informing the Town'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 Town 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 Town network router connection;

If necessary, security may shut down the Town's entire building feed to protect the networked systems from computer worms and viruses.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

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. Town 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 Town 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 Town technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Town.

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 Town will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Town owned network property.

8. requesting changes in network equipment attachments services;

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Requests for changes shall be submitted to ISS Director, or designee, for action. The Town 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 Town. The Town 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 Town 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 Town's site.

The Town 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 Town 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 Town.

In the event that Network availability is documented by the County and declared by the Town to be less than 99.9% for two (2) consecutive months, the Town shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

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 Town's IT support staff. If the Town'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 Town 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 Town 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 Town designee as to the time of any planned maintenance, repair, or installation work. However, the Town 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 Town to report any emergency that requires access to any Town owned facility. The Town shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the Town with a list of authorized the County employees who will carry in their possession badges for identification purposes.

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 Town owned buildings under the Agreement.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

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)

Town Information Services

Andrea Dobbins, Project Coordinator
(561) 656-0326 (office)
(561) 319-4200 (cell)

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 Town.

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 Town's building. The Town 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 Town quarterly.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Town Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
340 Ocean Drive Juno Beach, FL 33408 (3Mb Internet)	8/16/2011	20Mb	\$5,000	\$386	\$100	\$5,832
TOTALS			\$5,000	\$386	\$100	\$5,832
Explanation of Charges: <u>Installation Charges</u> – This is a billable cost. The work has been completed and the Town has paid in full the amount of \$5,000 under R2011-1216 dated 8/16/2011. <u>Monthly County Charges</u> – The monthly charge paid by the Town based on the County Rate Sheet for Network Services. <u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Town 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 Town (see Sub-section N1. - Cost Components below). <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Town.						

The County has received approvals from the FLR for the Town 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 Town 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.

Agreement with Palm Beach County and the Town of Juno Beach

Re: Palm Beach County Network Services

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Town 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 Town is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Town. The Town 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: Town of Juno Beach

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: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF JUNO BEACH

COUNTY ATTORNEY

Vanessa M Dunham, CMC
Town Clerk

Agreement with Palm Beach County and Town of Juno Beach

Re: Interconnection to the Palm Beach County Network

Interlocal Agreement

R2011 12 16

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, between the Town of Juno Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and Palm Beach County, a political subdivision of the State of Florida (the "County"), each constituting a public agency.

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

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

Agreement with Palm Beach County and Town of Juno Beach

Re: Interconnection to the Palm Beach County Network

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

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

WHEREAS, in recognition of these facts, the Town 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 Town to the County's Network for the purposes described in Exhibit "A". The County's Network equipment is 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 Town and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Town'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 and upon receipt of first payment as outlined in Exhibit A, Section VII.B.

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 11 herein.

Agreement with Palm Beach County and Town of Juno Beach
Re: Interconnection to the Palm Beach County Network

Section 4 Network Connection

The Town will be provided with a fiber connection and sufficient bandwidth capacity to meet the Town's network service requirements as specified in the Service Level Agreement (Exhibit "A"). The Town 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 Town, all associated labor costs to connect to the Town's facility (a one time charge of \$5,000), and the monthly Usage Fee as set forth in Exhibit "A".

Section 5 Resale of Network Services

The Town shall not share or resell any portion of the County's Network or services in any manner not authorized by 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. The parties 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 Town facilities. The Town 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 Town. The County shall provide the Town 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 Town'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 Town, 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 Town's buildings or facilities connected to the Palm Beach County Network

Agreement with Palm Beach County and Town of Juno Beach
Re: Interconnection to the Palm Beach County Network

(hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructure to the point of the Network equipment connection to the Town's facilities. Entrance facilities at the Town's locations from road to Demarcation Point belong to the Town 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 Town site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Town 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 Town'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 Town. 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 Town 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 Town shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify the Network components. Furthermore, any and all technological changes relative to the Network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Agreement with Palm Beach County and Town of Juno Beach
Re: Interconnection to the Palm Beach County Network

Should the Town 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 Town 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 Town require the Network to be upgraded, the Town 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 Town 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 Town 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 Town. However, should any equipment owned by the Town render any harmful interference to the County Network equipment, County may disconnect any or all Town connections after informing the Town's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Town facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to

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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 Town 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 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

Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Town and the County.

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The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has 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. However, each party 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 Town 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 Town 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 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:

Agreement with Palm Beach County and Town of Juno Beach
Re: Interconnection to the Palm Beach County Network

To: **TOWN:** Joseph Lo Bello, Town Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
Telephone: 561-656-0322

With a copy to: Andrea Dobbins, Project Coordinator
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
Telephone: 561-656-0326

With a copy to: Leonard G. Rubin, Town Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Telephone: 561-721-1683

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

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

Section 17 Entire Agreement

This Agreement represents the entire agreement between the Town 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 Town and the County and their respective successors and assigns.

Agreement with Palm Beach County and Town of Juno Beach

Re: Interconnection to the Palm Beach County Network

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

Agreement with Palm Beach County and Town of Juno Beach

Re: Interconnection to the Palm Beach County Network

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.

Section 25 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: 
Deputy Clerk

(SEAL)

R 2011 12 16 AUG 16 2011

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

By: 
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

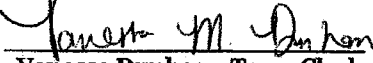
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Steve Bordelon, Director, ISS

Town of Juno Beach

By: 
Mort Levine, Mayor

ATTEST:

By: 
Vanessa Dunham, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Leonard G. Rubin, Town Attorney

Agreement with Palm Beach County and Town of Juno Beach
Re: Interconnection to the Palm Beach County Network

EXHIBIT A

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

The purpose of this Service Level Agreement is to identify the roles and responsibilities of the County (ISS) and the Town in carrying out the terms of the Interlocal Agreement regarding: Interconnection of the Town to the Palm Beach County Fiber Network. This Service Level Agreement delineates the services and 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 documents the types of Network services to be provided under the Agreement, 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 Town 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 Town's network router connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses;
3. Network design;
4. Acquisition and management of Network assets;
5. Installation or relocation of Network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment maintenance;

Agreement with Palm Beach County and Town of Juno Beach
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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. Town Responsibilities

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

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Re: Interconnection to the Palm Beach County Network

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

9. The Town will provide, at its expense, the following equipment and facilities at each Town 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; and
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Town's site (the Town shall periodically monitor to ensure temperatures are within acceptable limits).
10. The Town 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 Town shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The Town 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.

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III. Availability of the County Network Services

The County will provide the Town 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 Town.

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

The County will monitor the Town'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 Town's IT support staff. If the Town'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 Town 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 Town 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 Town's designee as to the time of any planned maintenance, repair, or installation work. However, the Town shall

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

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

Town of Juno Beach Information Systems

Andrea Dobbins, Project Coordinator
561-656-0326 (office)
561-319-4200 (cell)

Agreement with Palm Beach County and Town of Juno Beach
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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 Town.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Town's location shown in the following table to the County's network. The Town will be responsible for reimbursement to the County of said costs, estimated at the time of contract to be \$5,000, as described in Section "B" below.

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

Table 1					
Schedule of Town of Juno Beach Network Charges					
Service Category: First Network Connection					
Installation Address: 340 Ocean Drive, Juno Beach, FL 33408					
Estimated Service Start Date: 6/1/2011					
Service Category	Est. Install (\$)	Monthly Network (\$)	Monthly Internet (\$)	Monthly Total (\$)	Yearly Total (\$)
First Network Connection	\$5,000*	\$450**	\$45**	\$495	N/A
TOTALS -	\$5,000*	\$450**	\$45**	\$495	\$5,940
<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 any equipment installed.</p> <p>** Monthly Network and Internet fees based on (1) 20 MB network access and (2) 3 MB internet service provisions. Should the Town require additional capacity in either area, the Town and the County will amend this agreement.</p>					

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An additional usage fee of \$100 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the Town chooses to use the NWRDC for hosting services. The Town may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If the Town chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided. Charges shall be assessed on a quarterly basis, and the County will invoice the Town quarterly.

A. Cost Components

A portion of the 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 Town's prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the Town in the execution of certain Information Technology responsibilities, upon the Town'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 rate ~~as part of the ISS Cost Allocation Plan~~ 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 \$5,000, 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 future quarterly invoices, in advance, to the Town which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Town will pay such invoices within 30 days of presentation by the County. If the Town 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 Town shall be in accordance with Florida law.

Attachment 3

ISS Service Agreements with External Agencies (March 2014)

Municipalities

- | | |
|------------------|---------------------------------|
| 1. Boynton Beach | 7. Lantana |
| 2. Delray Beach | 8. Palm Beach |
| 3. Greenacres | 9. Palm Beach Gardens |
| 4. Juno Beach | 10. Riviera Beach |
| 5. Jupiter Beach | 11. Village of Royal Palm Beach |
| 6. Lake Worth | 12. West Palm Beach |

Educational Institutions

1. Early Learning Coalition
2. Florida Atlantic University
3. Lake Worth Christian School
4. Learning Excellence (Imagine) School
5. Oxbridge Academy
6. Palm Beach State College
7. School Board of Palm Beach County

Non-Profit Organizations

- | | |
|-------------------------------------------|--------------------------------|
| 1. Alzheimer's Community Care | 7. Kravis Center |
| 2. ARC of Palm Beach County | 8. Lupus Foundation of America |
| 3. Boca Raton Regional Hospital | 9. Nonprofits First |
| 4. Center for Family Services | 10. Prime Time |
| 5. Families First of PBC | 11. South Florida Fair |
| 6. Jewish Federation of Palm Beach County | 12. Workforce Alliance |

Other Taxing Authorities

1. Children's Services Council
2. Health Care District
3. Loxahatchee River Environmental Control District
4. Seacoast Utility Authority
5. South Florida Water Management District