



**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$1,470</u>	<u>\$780</u>	<u>\$780</u>	<u>\$780</u>	<u>\$780</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>	<b><u>\$1,470</u></b>	<b><u>\$780</u></b>	<b><u>\$780</u></b>	<b><u>\$780</u></b>	<b><u>\$780</u></b>
 # Additional FTE Positions (Cumulative)	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>
Is Item Included in Current Budget?		Yes <u>X</u>	No <u>  </u>		
Expenditure Budget Number: Fund	<u>3901</u>	Dept <u>491</u>	Unit <u>1255</u>	Object <u>4674</u>	
Revenue Budget Number: Fund	<u>0001</u>	Dept <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>	

\*Assumes an effective date of February 1, 2014 for revised internet fee reduction and a revised start date of July 1, 2014 for network services.

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

The original Interlocal Agreement budgeted \$2,550 (April 2014 – September 2014) in revenue with a one-time installation fee of \$4,783 for a total of \$7,333 for FY 2014 and budgeted \$5,100 in revenue for fiscal years after 2014. This First Amendment will revise that revenue, which includes the same one-time installation fee of \$4,783 and revised revenue of \$1,080 (July 2014 – September 2014) for a total of \$5,863 resulting in a net fiscal impact of \$1,470 for FY 2014. The total annual projected revenue is \$4,320 with a net fiscal impact of \$780 for fiscal years after 2014.

C. Department Fiscal Review: *[Signature]* 5/17/14

**III. REVIEW COMMENTS**

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

*[Signature]* 5/8/14 OFMB AK  
*[Signature]* 5/13/14 Contract Administration  
 5-12-14 1600 hrs

B. Legal Sufficiency:

*[Signature]* 5/14/14  
 Assistant County Attorney

C: Other Department Review:

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

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

**FIRST AMENDMENT**

**To the Interlocal Agreement with Palm Beach County and  
the Village of Royal Palm Beach (R2014-0343)**

**THIS AMENDMENT** is made and entered into \_\_\_\_\_ 2014, by and between the Village of Royal Palm Beach ("Village") and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Interlocal Agreement **R2014-0343** dated March 11, 2014 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Village. The County and the Village wish to amend that Agreement.

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

**Item #1:**

**Agreement, Section 18: Nondiscrimination. Replace entire section with the following:**

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.

**Item #2:**

**Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To reduce internet fees effective February 1, 2014, revise the start date and replace the billing matrix with the following:**

<b>Village 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>Total Yearly Charges <i>(excl. Install)</i></b>
Village Hall 1050& 1050B Royal Palm Beach Blvd, Royal Palm Beach, FL 33411 (50% Internet, 50% MPLS)	7/1/2014	10Mb	\$0	\$210	\$100	\$3,720
Village FOC 10996 Okeechobee	7/1/2014	3Mb	\$4782.98	\$50	\$0	\$600

Blvd, Royal Palm Beach, FL 33411 (Transport)						
<b>TOTALS</b>			<b>\$4,782.98</b>	<b>\$260</b>	<b>\$100</b>	<b>\$4,320</b>

Explanation of Charges:

Installation Charges – Both parties have agreed the final installation invoice will not exceed the estimated installation charges.

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

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the Village 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 Village (see **Sub-section N1. - Cost Components** below).

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

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.

(The remainder of this page intentionally left blank.)

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, 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 E. J. [Signature]  
County Attorney

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

Village of Royal Palm Beach

ATTEST:

By: Diane DiSanto [Signature]  
Diane DiSanto, Village Clerk

By: Raymond C. Liggins [Signature]  
Raymond C. Liggins, Village Manager

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Jennifer G. Ashton [Signature]  
Jennifer G. Ashton, Village Attorney

R2014 0343

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services and sharing of the Village of Royal Palm Beach network infrastructure is entered into this \_\_\_\_\_ day of MAR 11 2014, 2014, by and between the Village of Royal Palm Beach ("Village") and Palm Beach County ("County") a political subdivision of the State of Florida.

### **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 Village and the County have recognized the need for the Village to obtain IT services ("IT") and the Village to share network infrastructure for the purpose of gaining access to IT resources at a cost savings due to the ability of the County and the Village to leverage their 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;

**WHEREAS**, the County's Information Systems Services Department ("ISS") is currently constructing a fiber optic link from County Mid-Western facilities to County Fire Station 28 facilities;

**WHEREAS**, the County's proposed design routes between County Mid-Western facilities and County Fire Station 28; and between existing County fiber along Okeechobee Boulevard and Village's FOC Buildings, overlap with the Village's existing conduit;

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*Re: Palm Beach County ISS Services and Village of Royal Palm Beach Network Infrastructure Sharing*

**WHEREAS**, the Village will issue right-of-way utilization permits for County fiber optic links per Village requirements and County will abide by those specifications within said right-of-way utilization permits;

**WHEREAS**, both parties, in an effort to maximize taxpayer dollars, wish to collaborate on the construction and sharing of conduits with no additional costs to County or to the Village for the fiber optic connections within the Village from the Village Cultural Center to County Fire Station 28 and from County Fire Station 28 to Village Hall facility; and with no additional costs to County from Okeechobee Boulevard to Village FOC Buildings; and

**WHEREAS**, in recognizing these facts, the Village 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 Village; and for the Village to issue a right-of-way utilization permit for County fiber optic link construction and sharing of Village conduits for the purposes described in Exhibit A.

**Section 2**     **Approval**

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

The Village approves of the County's participation in the sharing of the Village's network infrastructure as specified in the attached Exhibit A.

The Village approves the use of its road right-of-ways to County for the purposes described in the attached Exhibit A.

**Section 3 Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Village by the County through its Information Systems Services Department, identifies the roles and responsibilities of the County and the Village in this regard, and sets 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. Pursuant to Section 163.01(11), Florida Statutes, the effective date is the date of approval by the Board of County Commissioners and filing with the Clerk of the Circuit Court for Palm Beach County.

**Section 5 Resale of IT Services**

The Village or County shall not share or resell any portion of shared resources in any manner not approved of in this Agreement or without explicit written consent from both parties, 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 Village and the County recognize their respective liability for certain tortious acts of their respective 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 their respective 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 or Village'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 either party, unless the governing bodies of both the Village 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: Village of Royal Palm Beach  
Raymond C. Liggins, Village Manager  
c/o Marina Quintero, Information Systems Manager  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411  
(Telephone: 561-790-5103)

With a copy to: Jennifer G. Ashton, Village Attorney  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462  
(Telephone: 561-586-7116)

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)

*Agreement with Palm Beach County and the Village of Royal Palm Beach*

*Re: Palm Beach County ISS Services and Village of Royal Palm Beach Network Infrastructure Sharing*

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 Village 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 Village 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 and the Village of Royal Palm Beach Clerk'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 Village and County 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. Both parties shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Village's or County'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 and Village contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the County and Village, their officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

**Section 21 Regulations, Licensing Requirements**

The Village and County 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 Village and County are 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 Village of Royal Palm Beach  
Re: Palm Beach County ISS Services & Village of Royal Palm Beach Network Infrastructure Sharing

PALM BEACH COUNTY

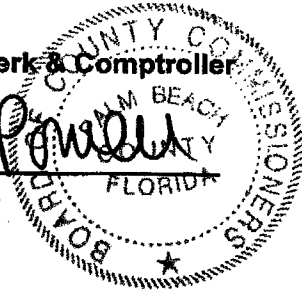
R2014-0343 MAR 11 2014

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

By: *Nancy Powell*  
Deputy Clerk

By: *Priscilla A. Taylor*  
Priscilla A. Taylor, Mayor



(SEAL)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY CONDITIONS

APPROVED AS TERMS AND  
CONDITIONS

By: *Paul F. J.*  
County Attorney

By: *Steve Bordelon*  
Steve Bordelon, Director, ISS

VILLAGE OF ROYAL PALM BEACH

ATTEST:

By: *Diane DiSanto*  
Diane DiSanto, Village Clerk

By: *Raymond C. Liggins*  
Raymond C. Liggins, Village Manager

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *Jennifer G. Ashton*  
Jennifer G. Ashton, Village Attorney

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES AND VILLAGE OF ROYAL PALM BEACH NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the Village of Royal Palm Beach ("Village") by Palm Beach County ISS ("County"); and to delineate the rights to construct fiber optic cable conduits and sharing of fiber optic network infrastructure to be provided to the County by the Village, to identify the roles and responsibilities of the County and the Village 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 Network Services**

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

The County shall provide the Village 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 fiber optic cable within conduits and 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 Village owned facilities. The Village 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 Village.

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



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*Re: Palm Beach County and Village of Royal Palm Beach Network Services*

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

**Section E: Modifications to Network and Fiber Optic Cable Infrastructure**

If either party proposes a modification of network or fiber optic cable within shared conduits, or connection of a new building to the network, it shall notify and submit any applicable construction documents to the other party at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities require the other party to upgrade its network, the requesting party shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement between the County and the Village to participate in a cost-sharing arrangement for the modification.

Either party shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification.

Due to the sharing of conduits, 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 Village and the County. The County and Village agree to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Village or the County enters into a contract with an outside contractor for network-related services, including fiber optic cable infrastructure, 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 Village. However, should any equipment owned by the Village render any harmful interference to the County's network equipment, the County may disconnect any or all Village owned network connections after informing the Village'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 or fiber optic cable infrastructure sustain damage to an Auxiliary Route used by either the Village 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. design, construct and maintain the fiber optic cable;

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2. manage the construction contractor and all permitting;
3. ongoing maintenance of connectivity to the demarcation point(s);
4. central network security at the County router port that feeds the Village network router connection;

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

5. network design;
6. acquisition and management of network assets;
7. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
8. network equipment installation and maintenance;
9. network security on County side of the demarcation point;
10. monitoring of network performance;
11. trouble reporting and tracking;
12. 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
13. disaster recovery protection, system reliability, and stability during power outages.

**B. Village Responsibilities will include:**

1. provide sharing of Village conduits from Cultural Center to Fire Station 28, from Fire Station 28 to Village Hall, and from Okeechobee Boulevard to FOC Buildings;
2. will issue right-of-way utilization permits for the County to design and construct, at the County's expense, a fiber optic link from County Mid-Western facilities to County Fire Station 28 facilities within the Village's road rights-of-way;
3. provide the County rights to pull single-mode fiber through existing Village conduit from Cultural Center to County Fire Station 28; and from Fire Station 28 to Village Hall; for the purpose of connecting County Fire Station 28 and Village Hall to the County's network;
4. all intra-building Network maintenance and security ;
5. ensuring that back-door connectivity behind the building router is prohibited;
6. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;

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7. building infrastructure connectivity;
8. all grid (jack), wiring identification, and tracking for Village owned facilities;
9. 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 Village technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Village.

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

11. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. The Village 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 Village. The Village 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.

12. providing, at its expense, the following equipment and facilities at each Village 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 Village's site.

The Village shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

13. 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
14. 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 Village 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 Village.

In the event that Network availability is documented by the County and declared by the Village to be less than 99.9% for two (2) consecutive months, the Village 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 Village's IT support staff. If the Village'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 Village 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 Village 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**

Due to the sharing of conduits, both the County and Village shall coordinate with and obtain prior written approval from the other parties designees as to the time of any planned maintenance, repair, or installation work. However, the Village 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 Village to report any emergency that requires access to any Village owned facility. The Village shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. Authorized County employees will carry in their possession badges for identification purposes.

**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)

**Village Information Services**

Marina Quintero, Information Systems Manager  
561-791-7078 (office)  
561-676-3455 (cell)

Stanley G. Hochman, Finance Director  
561-790-5112 (office)

*Agreement with Palm Beach County and the Village of Royal Palm Beach*  
**Re: Palm Beach County and Village of Royal Palm Beach Network Services**

Christopher Marsh, Village Engineer  
 561-790-5161 (office)

**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 Village.

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 Village's building. The Village 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 Village quarterly.

<b>Village 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>Total Yearly Charges (excl. Install)</b>
Village Hall 1050& 1050B Royal Palm Beach Blvd, Royal Palm Beach, FL 33411 (50% Internet, 50% MPLS)	4/1/2014	10Mb	\$0	\$275	\$100	\$4,500
Village FOC 10996 Okeechobee Blvd, Royal Palm Beach, FL 33411 (Transport)	4/1/2014	3Mb	\$4782.98	\$50	\$0	\$600
<b>TOTALS</b>			<b>\$4,782.98</b>	<b>\$325</b>	<b>\$100</b>	<b>\$5,100</b>
<b>Explanation of Charges:</b>						
<u>Installation Charges</u> – Both parties have agreed the final installation invoice will not exceed the estimated installation charges.						
<u>Monthly County Charges</u> – The monthly charge paid by the Village 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 Village 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 Village (see <b>Sub-section N1. - Cost Components</b> below).						

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

The County has received approvals from the FLR for the Village 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 Village 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 Village 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 Village is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Village. The Village 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, a 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**

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: Village of Royal Palm 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

VILLAGE OF ROYAL PALM BEACH

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

\_\_\_\_\_  
Name, Title

**ISS Service Agreements with External Agencies**  
(April 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