

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

Meeting Date: July 22, 2014

[X] 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 (R2012-0264) dated 2/7/2012; and
- B. Approve** the Interlocal Agreement for network services with Florida Atlantic University Board of Trustees (FAU); 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:** When the County recently renewed our agreement for access to the Florida LambdaRail (FLR) network, we were advised that FLR service to FAU's Jupiter campus would require separate agreements for services provided to FAU, Scripps Research Institute and Max Planck Institute which are located on FAU's Jupiter campus. All three agencies were previously served under the agreement between FAU and Palm Beach County (R2012-0264). The new proposed agreement is limited to network services for FAU only for an annual payment to the County of \$15,600. Separate agreements will be established with Scripps and Max Planck. District 1 (PFK)

**Background and Justification:** FAU is a public university that provides educational access and promotes academic excellence through the use of the community resources offered to FAU as part of the public trust and brings in millions of dollars in research funding from state, federal and private sources.

The FLR network provides access to Internet2 which is restricted for research and education, and provides a security testing and research environment. FAU's Wilkes Honor College and the two institutes co-located on its Jupiter campus have substantial Internet bandwidth requirements, including access to Internet2, which are being met by using the County's network as the "last mile" connection to the FLR network.

Continued on page 3...

**Attachments:**

- 1. Interlocal Agreement with Florida Atlantic University (3 originals)
- 2. Copy of Interlocal Agreement R2012-0264 dated 2/7/2012
- 3. ISS Service Agreements with External Agencies

Recommended by:

*Steve Bordon*

Department Director

6-27-2014

Date

Approved by:

*John W.*

County Administrator

7/2/14

Date

## 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>(\$15,600)</u>	<u>(\$15,600)</u>	<u>(\$15,600)</u>	<u>(\$15,600)</u>	<u>(\$15,600)</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>(\$15,600)</u></b>	<b><u>(\$15,600)</u></b>	<b><u>(\$15,600)</u></b>	<b><u>(\$15,600)</u></b>	<b><u>(\$15,600)</u></b>

# Additional FTE

### Positions (Cumulative)

00000

### Is Item Included in Current Budget?

Yes X

No

**Budget Acct Number(s):** Fund 0001 Dept 490 Unit 1300 RevSrc 4900

**\*Assumes an August 1, 2014 start date for the Interlocal Agreement.**

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

The original Interlocal Agreement with FAU budgeted \$15,600 for FY2014, these revenues remain the same; therefore, the net fiscal impact is \$0.

### C. Department Fiscal Review:

### III. REVIEW COMMENTS

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

*[Handwritten signature]* 6/20/2014  
OFMB

*Dr. G. Jacobson 7/11/14*  
Contract Administration  
7-6-14 Buckhead

**B. Legal Sufficiency:**

Paul F. [Signature] 7/2/14  
Assistant County Attorney

**C: Other Department Review:**

Department Director

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

*Continued from page 1...*

Since 2008, the Board of County Commissioners has approved agreements for network services with more than 40 government, education and non-profit organizations. These agreements provide access to the Florida LambdaRail network and commodity pricing for Internet access which reduces costs and increases network bandwidth for the County and all interconnected organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

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.

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Florida Atlantic University Board of Trustees ("FAU") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2012-0264, dated 02/07/2012.

### **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**, FAU and the County have recognized the need for FAU 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, FAU 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 FAU for the purposes described in the attached Exhibit A.

**Section 2    Approval**

The County approves of FAU'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 FAU by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and FAU 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 County consents to allowing FAU to charge back for network services to on-campus vendors providing services on FAU campus or on behalf of FAU in the event that these services utilize the County network as provided to FAU.

**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**

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

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

#### **Section 8     Insurance**

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

#### **Section 9     Damage Caused by Disasters**

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the

governing bodies of both FAU 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: FAU:**                      Florida Atlantic University  
                                      Jason Ball, CIO  
                                      777 Glades Road  
                                      Boca Raton, FL 33431  
                                      (Telephone: 561-297-3440)

**With a copy to:**           Florida Atlantic University  
                                      Office of the General Counsel  
                                      777 Glades Road  
                                      Boca Raton, FL 33431  
                                      (Telephone: 561-297-3007)

**To: COUNTY:**              Robert Weisman, County Administrator  
                                      c/o Steve Bordelon, Information Systems Services Director  
                                      Palm Beach County Board of County Commissioners  
                                      301 N. Olive Avenue, 8<sup>th</sup> floor

West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

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

**Section 12    Entire Agreement**

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

**Section 13    Filing**

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

**Section 14    Participation**

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

**Section 15    Venue for Dispute Resolution**

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

**Section 16    Binding Agreement**

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



**Section 17    Subject to Funding**

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

**Section 18    Nondiscrimination**

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**Section 19    Access and Audits**

FAU 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 FAU'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 FAU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

**Section 21   Regulations, Licensing Requirements**

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

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.  
County Attorney

By: Steve Bordelon  
Steve Bordelon, Director, ISS

Florida Atlantic University Board of Trustees

By: E. Schiff  
Ed Schiff, Director of Purchasing

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 5/29/14  
FAU General Counsel

## **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 Florida Atlantic University Board of Trustees ("FAU") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and FAU 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 02/07/2012.

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

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

The County shall provide FAU 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 FAU owned facilities. FAU 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 FAU.

Should the County perform repair and maintenance functions on behalf of FAU, it is with the understanding that the County's responsibility extends only to the FAU "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 FAU'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 FAU demarcation point(s). Entrance facilities at FAU owned locations from the road to demarcation point belong to FAU, 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 FAU. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by FAU 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 FAU 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 FAU. 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. FAU shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should FAU 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**

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

**Section E: Modifications to Network**

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

**Section F: Network Interferences**

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

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

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

**B. FAU 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 FAU 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 FAU technical staff to evaluate whether the cause of any system problem is associated with factors under the control of FAU.
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;  
  
FAU will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from FAU owned network property.
8. requesting changes in network equipment attachments services;



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

FAU 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 FAU 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 FAU.

In the event that Network availability is documented by the County and declared by FAU to be less than 99.9% for two (2) consecutive months, FAU 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 FAU's IT support staff. If FAU'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 FAU 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 FAU 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 FAU designee as to the time of any planned maintenance, repair, or installation work. However, FAU 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 FAU to report any emergency that requires access to any FAU owned facility. FAU shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply FAU 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 FAU owned buildings under the Agreement.

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

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

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

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

**FAU Information Services**

Jason Ball, CIO  
561-297-3440 (office)  
561-212-1452 (cell)

James Cooley, Director of Communications Infrastructure  
561-297-3191 (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 FAU.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at FAU's building. FAU 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 FAU quarterly.

FAU Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
5353 Parkside Drive, Jupiter, FL 33458	2/7/2012	1Gb	\$22,913.80	\$1,300	\$0	\$15,600
<b>TOTALS</b>			<b>\$22,913.80</b>	<b>\$1,300</b>	<b>\$0</b>	<b>\$15,600</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is a billable cost. The work has been completed and FAU paid in full the amount of \$22,913.80 under R2012-0264, dated 2/7/2012.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by FAU based on the County Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FAU has separate affiliated agreement with FLR, no FLR fees are due from FAU.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by FAU.</p>						

N1. **[Omitted]**

N2. **Billing and Payment**

The County shall submit quarterly invoices to FAU 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 Section 215.422, Florida Statutes, 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 FAU 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. FAU is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by FAU.

FAU 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: Florida Atlantic University Board of Trustees

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

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

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

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

R2012#0264

## Interlocal Agreement

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of FEB 07 2012, 2012, with the Florida Atlantic University Board of Trustees ("FAU") and Palm Beach County (the "County").

### WITNESSES 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 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**, FAU and the County have recognized the need for FAU to connect to the County's Network ("Network") for 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**, FAU and the County have recognized the need for the County to provide Network services to FAU and to allow the County to provide other Network related services as the County may deem desirable; and

**WHEREAS**, the County and FAU 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

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

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

WHEREAS, in recognizing these facts, FAU 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 FAU to the County's Network for the purposes described in Exhibit "A". The County's Network equipment is further defined as the cable, associated fibers, splice enclosures (including hubs, routers 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 FAU.

##### **Section 2    Approval**

The County approves of FAU's participation in the use of the County's wide area Network and any other services as specified in Exhibit "A".

##### **Section 3    Term**

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

##### **Section 4    Network Connection**

FAU will be provided with a fiber optic cable connection and 1 Gbps bandwidth capacity to meet FAU's network service requirements as specified in the Service Level Agreement (Exhibit "A"). FAU shall pay all related connection costs, including the drop from the Network to FAU's campus demarcation point, all equipment necessary to utilize the Network for the intended purposes of FAU, all associated labor costs to connect to FAU's facility, and the monthly service charge, all of which are set forth in Exhibit "A".



**Section 5    Resale of Network Services**

FAU intends and Palm Beach County consents to allowing the sharing of these network services to both Max Planck and Scripps for the purposes of providing access to the Florida LambdaRail.

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

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

The County shall be responsible for maintaining the Primary Network and all auxiliary components of the Network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the Network which service both County and FAU facilities. FAU 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 Network link between the County and FAU. The County shall provide FAU 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 FAU's technical staff with the capability to monitor its portions of the Network, and perform local troubleshooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of FAU, it is with the understanding that the County's responsibility extends only to FAU's 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 FAU's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructures to the point of the Network equipment connection to FAU's Demarcation Point(s). Entrance facilities at FAU's locations from road to Demarcation Point belong to FAU 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 FAU site. The County shall have no obligation or right to perform

maintenance or restoration on any electronics or other equipment owned by FAU 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 FAU'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 repair services when deemed necessary. The County shall abide by agreed upon security requirements of FAU. 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 FAU 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, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for Network connectivity.

**Section 8    Network Equipment Ownership**

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

Should FAU 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, without that party's written consent.

**Section 9    Modifications to Network**

If FAU 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 30 calendar days prior to the date construction activities are expected to commence. Should the planned activities of

FAU require the Network to be upgraded, FAU 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 FAU 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 FAU 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 FAU. However, should any equipment owned by FAU render any harmful interference to the County's Network equipment, County may disconnect any or all FAU Network connections after informing FAU's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect FAU 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. 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**

FAU and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees while acting within the scope of their employment. 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 FAU and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS 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 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 FAU 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 FAU or the County, the owning party shall determine if the cable 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:

To: FAU:                      Florida Atlantic University  
                                      Attn: CIO  
                                      777 Glades Road  
                                      Boca Raton, FL 33431  
                                      Telephone: 561-297-3440

**Agreement with Palm Beach County and Florida Atlantic University**

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

With a copy to: Florida Atlantic University  
Office of the General Counsel  
777 Glades Road, ADM 370  
Boca Raton, FL 33431

Telephone: 561-297-3007

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

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

**Section 17 Entire Agreement**

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

**Section 18 Filing**

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

**Section 19 Participation**

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

**Section 20 Venue for Dispute Resolution**

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

**Section 21 Binding Agreement**

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

**Section 22 Subject to Funding**

The County's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**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**

FAU shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work 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, FAU's place of business.

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, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of FAU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of 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 25 Signatories to the Agreement**


R20120264 FEB 07 2012

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By:

  
Deputy Clerk

By:

  
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:

  
County Attorney

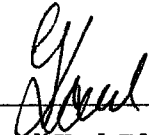
By:

  
Steve Bordelon, Director, ISS

ATTEST: Florida Atlantic University

By:

By:

  
Gitanjali Kaul, Ed.D.  
VP, Strategic Planning &  
Information Technology

ATTEST:

By:

Reviewed and Approved for Execution

By:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

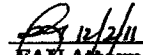
  
FAU Attorney

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 FAU in carrying out the terms of the Interlocal Agreement regarding: Interconnection of FAU to the Palm Beach County Fiber Network. This Service Level Agreement delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

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

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

Connection to the Network must be approved by both the County and FAU if said connection affects the entire Network. However, all Network 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 FAU's network router connection. If necessary, security may shut down FAU's entire building feed to protect the networked systems from computer worms and viruses;
3. Network design;
4. Acquisition and management of Network assets;
5. Installation or relocation of Network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment installation and maintenance;
7. Network security on ISS 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. FAU Responsibilities**

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 FAU-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 FAU technical staff to evaluate whether the cause of any system problem is associated with factors under the control of FAU; and
7. FAU 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. FAU will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from FAU Network property.
8. FAU may request changes in Network equipment attachments services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. FAU 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 FAU. FAU 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. FAU will provide, at its expense, the following equipment and facilities at each FAU building (if required):
  - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
  - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at FAU's site; and FAU shall periodically monitor to ensure temperatures are within acceptable limits.
10. FAU 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, FAU shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. FAU shall promptly pay for the County's reasonable charges, such charges being set out in Section VII of this Exhibit A, which will be invoiced quarterly.

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

The County will provide FAU 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 FAU.

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

The County will monitor FAU's utilization of the Network to ensure sufficient capacity. Should the sustained Network 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 FAU's IT support staff. If FAU'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 ISS Network Operations Center at 561-355-6700. All service problems reported by FAU 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 FAU 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.

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

The County shall coordinate with and obtain prior written approval from FAU's designee as to the time of any planned maintenance, repair, or installation work. FAU shall provide the County with access to its equipment on a 24-hour/7-day per week basis, subject to reasonable access requirements of FAU, including without limitation an FAU escort. 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 FAU to report any emergency that requires access to any FAU facility. FAU shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

**FAU Information Resource Management**

Jason Ball, CIO:  
561-297-3440 (office)  
561-212-1452 (cell)

Elise Angillilo, Director Communications Infrastructure:  
561-297-2500 (office)  
561-715-1112 (cell)

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

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's Network Services provided to FAU.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at FAU. FAU will be responsible for reimbursement to the County of said costs, estimated at the time of contract to be \$25,500, as described in Table 1 below.

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

Table 1 Schedule of FAU Network Charges				
Service Category: First Network Connection				
Installation Address: FAU Campus, Scripps Way, Jupiter, FL				
Estimated Service Start Date: 1/1/2012				
Service Category	One Time Installation	Monthly Network 1 Gbps Service Charge	Quarterly Billing	First Year Billing Total
First Network Connection		\$1,300	\$3,900	\$15,600
One Time Installation	\$23,970*			\$23,970*
TOTALS	\$23,970*	\$1,300	\$3,900	\$39,570
* This is an estimated cost. The actual final cost for this installation will be pre-approved in writing by FAU and billed to the customer as a one-time invoice based on (1) a billing statement from the vendor for this work and (2) the actual cost to PBC ISS of any equipment installed.				

A. Cost Components

As FAU is an equity member of the Florida LambdaRail, no monthly Florida LambdaRail fees are incurred with this agreement.

B. Billing and Payment

Upon FAU's prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist FAU in the execution of certain Information Technology responsibilities and FAU agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel (subject to s. 112.061, F.S.), and administrative overhead. These components have all been factored into the standard hourly billing rate and will be subject to modification on an annual basis.

The County shall submit quarterly invoices, in advance, to FAU which shall include a reference to the Agreement and identify the amounts due and payable to the County. FAU will pay such invoices within 40 days of presentation by the County. If FAU in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 40 days thereafter. Dispute resolution between the County and FAU shall be in accordance with Florida law.

**ISS Service Agreements with External Agencies**  
(June 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. Lutheran Services Florida   |
| 4. Center for Family Services                | 10. Nonprofits First           |
| 5. Families First of PBC                     | 11. Prime Time                 |
| 6. Jewish Federation of Palm Beach<br>County | 12. South Florida Fair         |
|  | 13. 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
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