

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

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**Meeting Date:** October 7, 2014                       Consent                                       Regular  
    Public Hearing                                       Workshop

**Department:**

**Submitted by:** Information Systems Services  
**Submitted for:** Information Systems Services

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

- A. **Rescind** the Interlocal Agreement (R2012-1025) dated 7/10/2012; and
- B. **Approve** the Interlocal Agreement for network services with the City of Greenacres.

**Summary:** The City of Greenacres (City) has an existing Interlocal Agreement with Palm Beach County for network services (R2012-1025) and wishes to replace this Interlocal Agreement to include current contract standards and reduce their monthly internet fees at their Public Safety location. The City's monthly network service costs will decrease from \$300 to \$270 based on the revised fee structure approved by the Board of County Commissioners on January 14, 2014. The County's revised annual revenue in FY 2015 is \$8,040 resulting in a net fiscal impact of \$360. The Florida LambdaRail LLC has approved connection of the City to the Florida LambdaRail network. District 2 (PFK)

**Background and Justification:** Internet services fees were reduced in January 2014 to reflect current market rates. Accordingly, ISS notified each external agency whose agreement was affected by this rate change. However, the City of Greenacres asked the County to delay this rate change until an evaluation of increasing the bandwidth at their City Hall location was completed; therefore, the City's monthly internet rate reduction will not take effect until October 1, 2014.

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

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

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

**Attachments:**

1. Interlocal Agreement with the City of Greenacres (3 originals)
2. Copy of Interlocal Agreement R2012-1025 dated 7/10/2012
3. ISS Service Agreements with External Agencies
4. City of Greenacres Resolution No. 2014-23 (Authorizes Interlocal Agreement with PBC)

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Recommended by: Steve Borden                                      9-3-2014  
   Department Director                                      Date

Approved by: [Signature]    9/9/14  
   County Administrator                                      Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<b><u>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>
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>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>	<b><u>\$360</u></b>

# Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No   

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

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

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

Terms of the original Interlocal Agreement would have required payments of \$8,400 by the City to the County during FY 2015. This replacement Interlocal Agreement includes revised revenue of \$8,040 resulting in a net fiscal impact of \$360 for network services in FY 2015 and succeeding fiscal years.

C. Department Fiscal Review: *Bob Wheeler 9/13/14*

**III. REVIEW COMMENTS**

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

*Maria Alfaro 9/15/2014*  
 OFMB  
*HW 9/4/14*

*Dr. J. Jacobson 9/18/14*  
 Contract Administration  
 9-8-14 B Wheeler

B. Legal Sufficiency:

*Paul F. [Signature] 9/9/14*  
 Assistant County Attorney

C. Other Department Review:

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

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

## **Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Greenacres (“City”) and Palm Beach County (“County”) a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2012-1025, dated 7/10/2012.

### **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**, the City and the County have recognized the need for the City to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

**WHEREAS**, in recognizing these facts, the City 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 City for the purposes described in the attached Exhibit A.

**Section 2    Approval**

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

**Section 3    Exhibits**

The attached Exhibit A made a part hereof, delineate the services to be provided to the City by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and the City 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 City shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 6    Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide

the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

**Section 7 Indemnification and Hold Harmless**

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

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

**Section 8 Insurance**

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

**Section 9 Damage Caused by Disasters**

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

governing bodies of both the City 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: **CITY:** Wadie Atallah, City Manager  
Greenacres City Hall  
5800 Melaleuca Lane  
Greenacres, FL 33463  
(Telephone: 561-642-2017)

With a copy to: Pamela S. Terranova, City Attorney  
5800 Melaleuca Lane,  
Greenacres, FL 33463  
(Telephone: 561-642-2017)

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

*Agreement with Palm Beach County and the City of Greenacres*

*Re: Palm Beach County ISS Services*

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

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

**Section 12 Entire Agreement**

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

**Section 13 Filing**

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

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

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

**Section 18 Nondiscrimination**

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

**Section 19 Access and Audits**

The City shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the City's place of business.

**Section 20 Inspector General**

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

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



**Section 21 Regulations, Licensing Requirements**

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

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the City of Greenacres

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Paul F. [Signature]  
County Attorney

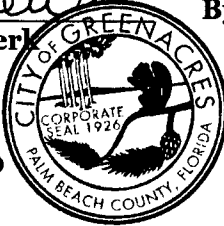
By: Steve Bordelon [Signature]  
Steve Bordelon, Director, ISS

City of Greenacres

ATTEST:

By: Denise McGrew [Signature]  
Denise McGrew, City Clerk

By: [Signature]  
Samuel J. Ferreri, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Pamela S. Terranova, City Attorney

## **EXHIBIT A**

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

The purpose of this Exhibit is to delineate the network services to be provided to the City of Greenacres ("City") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the City 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 07/10/2012. The reduction in monthly internet rate fee is effective 10/1/2014.

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

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

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

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

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

**Section E: Modifications to Network**

If the City proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the City require the network to be upgraded, the City shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

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

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

**Section F: Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the City. However, should any equipment owned by the City render any harmful interference to the County's network equipment, the County may disconnect any or all City owned network connections after informing the City's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities.

Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G: Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the City 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 City network router connection;

If necessary, security may shut down the City'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. City 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 City owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the City technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the City.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

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

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. The City 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 City. The City 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 City 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 City's site.  
The City shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

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

The County will provide the City 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 City.

In the event that Network availability is documented by the County and declared by the City to be less than 99.9% for two (2) consecutive months, the City 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 City's IT support staff. If the City'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 City 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 City is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

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

The County shall coordinate with and obtain prior written approval from the City designee as to the time of any planned maintenance, repair, or installation work. However, the City 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 City to report any emergency that requires access to any City owned facility. The City 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.

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 City 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)

**City Information Services**

Phong Nguyen, IT Manager  
561-642-2033 (office)  
561-358-1071 (cell)

George Bayard, IT Analyst II  
561-642-2035 (office)  
561-358-1071 (cell)

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

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

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 City's building. The City 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 City quarterly.

**Agreement with Palm Beach County and the City of Greenacres**

**Re: Palm Beach County Network Services**

<b>City Network Services and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
City Hall 5800 Melaleuca Lane, Greenacres, FL 33463	7/10/2012	10Mb	\$41,274.82	\$150	\$100	\$3,000
Leisure Services 5800 Melaleuca Lane, Greenacres, FL 33463	7/10/2012	10Mb	\$10,827.25	\$150	\$0	\$1,800
Public Safety (Internet 10Mb) 5800 Melaleuca Lane, Greenacres, FL 33463	7/10/2012	10Mb	\$0	\$270	\$0	\$3,240
<b>TOTALS</b>			<b>\$52,102.07</b>	<b>\$570</b>	<b>\$100</b>	<b>\$8,040</b>
<b>Explanation of Charges:</b>						
<u>Installation Charges</u> – This is a billable cost. The work has been completed and the City has paid in full the amount of \$52,102.07 under R2012-1025 dated 7/10/2012.						
<u>Monthly County Charges</u> – The monthly charge paid by the City 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 City 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 City (see <b>Sub-section N1. - Cost Components</b> below).						
<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the City.						

The County has received approvals from the FLR for the City 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 City 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 City 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 City is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the City. The City 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: City of Greenacres

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

CITY OF GREENACRES

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

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

## **Interlocal Agreement**

R 2012 10 25

This Interlocal Agreement (Agreement) for information technology (IT) services is entered into this \_\_\_\_\_ day of JUL 10 2012, 2012, by and between the City of Greenacres (City) and Palm Beach County (County) a political subdivision of the State of Florida.

### **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 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**, City and the County have recognized the need for City 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 Information Systems Services ("ISS") to leverage their resources for the greater good of citizen's of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services.

**WHEREAS**, City and the County have recognized the need for the County to provide IT services to City and to allow the County to provide whatever IT services as the County may deem desirable as defined in the attached Exhibit(s); and

**WHEREAS**, the County and City have demonstrated needs for these IT services 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 City utilizing common IT resources rather than duplicating facilities and increasing the cost burden borne by both the County and the citizen's obtaining services from public sector organizations.

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

**WHEREAS**, in recognizing these facts, City 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 City for the purposes described in the attached Exhibit A. The County's IT services are further defined as any and all services related to the IT infrastructures, hardware, software, equipment, databases, applications, networks, professional services, disaster recovery services, including any IT resource under the control and direction of Palm Beach County ISS.

**Section 2    Approval**

The County approves of City's participation in the use of the County's IT resources and any other services as specified in the attached 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 6 herein. The effective date is as shown on page 1 of this document.

**Section 4    Resale of IT Services**

City shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 5    Exhibits**

Roles and responsibilities of the County and City are described in the attached Exhibit A, and made a part hereof. The Exhibit(s) also 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 6    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 7    Indemnification**

The City 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.



**Section 8 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 City and the County.

**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 City 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:

*Agreement with Palm Beach County and City of Greenacres*

*Re: Palm Beach County ISS Services*

To: **GREENACRES:**

**City Manager  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463**

With a copy to:

**City Attorney  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463**

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 12 Entire Agreement**

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

**Section 13 Filing**

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

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

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

**Section 18 Nondiscrimination**

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

**Section 19 Access and Audits**

The City 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, at City'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/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements

Agreement with Palm Beach County and City of Greenacres

Re: Palm Beach County ISS Services

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.

R2012 10 25 JUL 10 2012

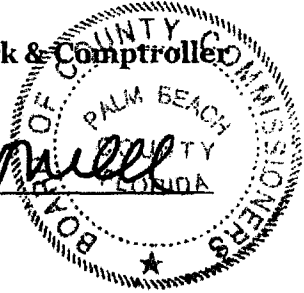
ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: *Maya Powell*  
Deputy Clerk

By: *Shelley Vana*  
Shelley Vana, Chair



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *Paul F. J.*  
County Attorney

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

City of Greenacres

ATTEST:

By: *Denise McGrew*  
Denise McGrew, City Clerk

By: *Samuel J. Ferreri*  
Samuel J. Ferreri, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Pamela S. Terranova*  
Pamela S. Terranova, City Attorney

## **EXHIBIT A**

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

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and the City of Greenacres (City) in carrying out the terms of the Agreement regarding: Network Services as requested by the City. This Exhibit delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

#### **Section A: Annual Planning and Exhibit Review**

There will be an annual review of this Exhibit. The Exhibit 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 the City. Network Services must be approved by both ISS and the City if said connection affects the entire Network. However, all Network Services must meet the agreed-upon technical specifications.

#### **Section B: ISS's Responsibilities for Network Management**

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

ISS shall be responsible for maintaining the Primary Network and all auxiliary components of the Network which exclusively serve County facilities. ISS shall also maintain auxiliary portions of the Network which service both County and the City facilities. The City 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 ISS and the City. ISS shall provide the City with access to ISS's Network on a best-effort basis and as otherwise provided for herein.

Should ISS perform repair and maintenance functions on behalf of the City, it is with the understanding that ISS's responsibility extends only to the City demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be ISS-owned Network equipment inside each of the City 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 the City Demarcation Point(s). Entrance facilities at the City locations from road to Demarcation Point belong to the City whereas the fiber within may belong to ISS.

Maintenance and restoration work provided by ISS shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, the WiMax radios and service drops and ISS routers installed at the City. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the City 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 ISS to perform maintenance or restoration on the City electronics or other equipment.

ISS 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. ISS shall abide by agreed upon security requirements of the City. In the event that an outside contractor is needed, ISS shall select, supervise, and coordinate with the contractor to complete the repair.

**Section C: Network Equipment Ownership**

ISS shall own all of its Network equipment and assets. The City shall continue to maintain ownership of its current network assets. Only ISS 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 ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.

Should the City 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 ISS, and vice versa.

**Section D: Network Connection**

The City will be provided with a network connection and bandwidth capacity to meet the City network service requirements as specified in this Exhibit. The City shall pay all related connection costs, including the drop from the Network to the City, all equipment necessary to utilize the Network for the intended purposes of the City, all associated labor costs to connect to the City facility, and the monthly service charge, all of which are set forth in this Exhibit.

**Section E: Modifications to Network**

If the City proposes a modification or connection of a new building to the Network, it shall notify and submit any applicable construction documents to ISS at least 30 calendar days prior to the date construction activities are expected to commence. Should the planned activities of the City require the Network to be upgraded, the City shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by ISS to participate in a cost-sharing arrangement for the modification.

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

When either the City or ISS 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 ISS for review and approval. The parties however agree to comply with Network security provisions.

**Section F: Network Interferences**

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

**Section G: Damage Caused by Disasters**

Should the Network sustain damage to an Auxiliary Route used only by either the City or ISS, 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. 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 I: Description of Services**

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

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central Network security will be maintained by ISS at the ISS router port that feeds the City network router connection. If necessary, security may shut down the City 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 ISS'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. City Responsibilities**

1. All intra-building Network maintenance and security within the Network room of the City;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for the City-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 the City technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the City; and

*Agreement with Palm Beach County and the City of Greenacres*

*Re: Palm Beach County Network Services*

7. The City shall ensure that Network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate Network entry. The City will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to ISS Network from the City Network property.
8. The City may request changes in Network equipment attachments services. Requests for changes shall be submitted to ISS Director, or designee, for action. The City shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the City. The City shall be responsible for all reasonable costs associated with requested changes to Network services approved by ISS, which approval shall not be unreasonably withheld.
9. The City will provide, at its expense, the following equipment and facilities at each City 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 the City site; and the City shall periodically monitor to ensure temperatures are within acceptable limits.
10. The City shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further the City shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The City shall promptly pay for ISS's reasonable charges, such charges being set out in Section VII of this Exhibit A, which will be invoiced quarterly.

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

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

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

ISS will monitor the City utilization of the Network to ensure sufficient capacity. Should the sustained Network usage exceed 60% for a period of 30 days or more, ISS will initiate a bandwidth upgrade. Estimated upgrade completion time is within 60 days.

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

All service issues should be reported to the City's IT support staff. If the City'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 the City will be recorded and tracked in ISS'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 City is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

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

ISS shall coordinate with and obtain prior written approval from the City designee as to the time of any planned maintenance, repair, or installation work. However, the City shall provide ISS with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, ISS shall ensure that all ISS personnel or contractors representing ISS sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, ISS's representative shall call the City to report any emergency that requires access to any City facility. The City shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

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

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

**Section M: Issue 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)

**The City Information Services**

Name, Title:	Phong Nguyen, IT Manager
Phone (office)	(561) 642-2033
Phone (cell)	(561) 358-1071

Name, Title:	Georges Bayard, IT Analyst I
Phone (office)	(561) 642-2035
Phone (cell)	(561) 358-1071

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

One of the goals of this Exhibit is to establish the lowest competitive pricing for ISS's Network Services provided to the City.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at the City buildings. The City will be responsible for reimbursement to ISS of said costs, estimated at the time of Agreement to be \$42,550. as described in the Table below.

**Agreement with Palm Beach County and the City of Greenacres**

**Re: Palm Beach County Network Services**

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

<b>The City of Greenacres Network Service and Billing Matrix</b>							
<b>Location</b>	<b>Service Start Date</b>	<b>Bandwidth</b>	<b>Installation Costs *</b>	<b>Monthly County Cost</b>	<b>Monthly FL LambdaRail ("FLR") Cost **</b>	<b>NWRDC Cost ***</b>	<b>Yearly Cost excluding Installation</b>
City Hall		10Mbps	60' Concrete Pole w/ Installation: <b>\$27,000</b>  Installation of conduit from Pole location to the Public Works building: <b>\$2,600</b>  Alvarion WiMax Radio <b>\$1,950</b>	\$150	\$100	N/A	\$3,000
Leisure Services		10Mbps	Pull fiber optic cable into facility and install/configure Cisco router <b>\$11,000</b>	\$150	N/A	N/A	\$1,800
Public Safety		10Mbps (ISP)	Pull fiber optic cable into facility and install/configure Cisco router  <b>No Charge</b>	\$300	N/A	N/A	\$3,600
<b>TOTALS</b>			<b>\$42,550</b>	<b>\$600</b>	<b>\$100</b>	<b>\$0</b>	<b>\$8,400</b>
<p>*This is an estimated cost. The actual final cost for this installation will be billed to the customer as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.</p> <p>** The FLR charges The County this fee to connect the City 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 City (See Section N1 Cost Components)</p>							

\*\*\* An additional service charge of \$100 per month will be added for connectivity to the Northwest Regional Data Center (NWRDC) located in Tallahassee, FL if the City chooses to use the NWRDC for hosting services. The City may contract directly with NWRDC for hosting services or may use ISS provided hosting at NWRDC. If the City chooses to utilize ISS provided hosting, a separate fee schedule for Hosting Services will be provided. Charges shall be assessed on a quarterly basis, and ISS will invoice the City quarterly.

**N1. Cost Components**

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

**N2. Billing and Payment**

The County shall submit quarterly invoices to the City which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within 45 days of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

Upon the City's request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the City in the execution of certain Information Technology responsibilities. ISS provides a myriad of Network Services besides gaining access to the Palm Beach County Fiber Network (PBCnet). These additional services can be requested by submitting a Task Order (Attachment 1). These services are charged at the rate of \$125 / hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The City is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the City. The City agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

ISS reserves the right to review the fees for this Exhibit on a yearly basis and make appropriate rate adjustments. Should an increase be warranted, 60 days notice will be provided. Any such appropriated rate adjustments shall be reduced to writing via an Amendment to this Exhibit to be executed by all parties.



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

Task Order #:

Original Agreement #R:

Organization requesting services:

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

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

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

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

CITY OF GREENACRES

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

\_\_\_\_\_  
Authorized Signature



**ISS Service Agreements with External Agencies**  
(September 2014)

**Municipalities**

1. Boynton Beach
2. Delray Beach
3. Greenacres
4. Juno Beach
5. Jupiter Beach
6. Lake Worth
7. Lantana
8. Palm Beach
9. Palm Beach Gardens
10. Riviera Beach
11. Village of Royal Palm Beach
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
2. ARC of Palm Beach County
3. Boca Raton Regional Hospital
4. Center for Family Services
5. Families First of PBC
6. Jewish Federation of Palm Beach County
7. Kravis Center
8. Lupus Foundation of America
9. Lutheran Services Florida
10. Nonprofits First
11. Prime Time
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



# City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri  
Mayor

Wadie Atallah  
City Manager

AUG 22 2014

## Office of the City Clerk

### Certification

**State of Florida**

**County of Palm Beach**

I, Denise McGrew, the undersigned authority, do hereby certify that the foregoing is a true, exact and correct copy of executed Resolution No. 2014-23 that was adopted by the City Council at the meeting of August 18, 2014.

Witness my hand and official corporate seal, this 19<sup>th</sup> day of August, 2014.



**City of Greenacres, Florida**

**Denise McGrew  
City Clerk**

John Tharp  
Councilman • District I

Peter A. Noble  
Councilman • District II

Judith Dugo  
Councilwoman • District III

Jonathan G. Pearce  
Councilman • District IV

Paula Bousquet  
Councilwoman • District V

**RESOLUTION NO. 2014-23**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY NETWORK SERVICES BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES, REPLACING THE EXISTING INTERLOCAL PALM BEACH COUNTY AGREEMENT R2012-1025 DATED 7/10/2012 AS AUTHORIZED BY RESOLUTION 2012-13 AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT.**

**WHEREAS**, Chapter 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**, The City and the County have recognized the need for the City 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 the 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, City 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.

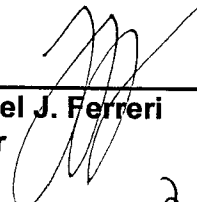
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:**


**Section 1.** The City Council of the City of Greenacres does hereby approve the attached Interlocal Agreement between Palm Beach County and the City of Greenacres for the provision of Information Systems Services Network Services to the City of Greenacres.

**Section 2.** The appropriate City Officials are hereby authorized to sign the attached Agreement on behalf of the City and take the necessary steps to effectuate the terms of the Agreement.

**Section 3.** This Agreement replaces existing Interlocal Palm Beach County Agreement R2012-1025, dated 7/10/2012 as authorized by City Resolution 2012-13.

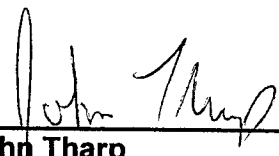
RESOLVED AND ADOPTED this 18<sup>th</sup> day of August, 2014.

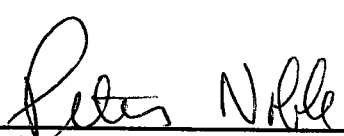
  
 \_\_\_\_\_  
**Samuel J. Ferreri**  
 Mayor

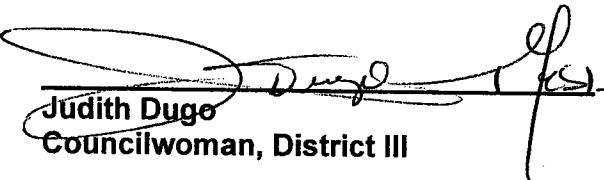
Attest:  
  
 \_\_\_\_\_  
**Denise McGrew**  
 City Clerk

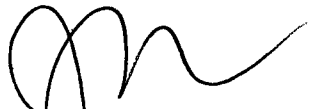


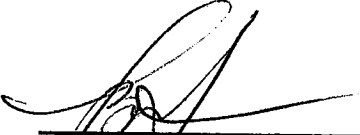
**Voted**

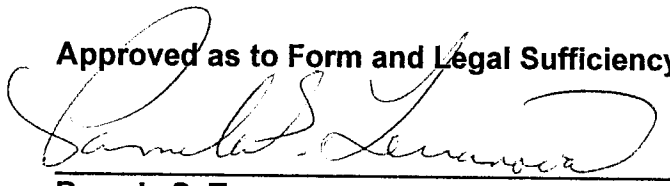
  
 \_\_\_\_\_ (Yes)  
**John Tharp**  
 Deputy Mayor

  
 \_\_\_\_\_ (Yes)  
**Peter Noble**  
 Councilman, District II

  
 \_\_\_\_\_ (Yes)  
**Judith Dugo**  
 Councilwoman, District III

  
 \_\_\_\_\_ (N/C)  
**Jonathan G. Pearce**  
 Councilman, District IV

  
 \_\_\_\_\_ (Yes)  
**Paula Bousquet**  
 Councilwoman, District V

Approved as to Form and Legal Sufficiency:  
  
 \_\_\_\_\_  
**Pamela S. Terranova**  
 City Attorney