

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	\$59,782	\$0	\$0	\$0	\$0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$60,582)</u>	<u>(\$1,200)</u>	<u>(\$1,200)</u>	<u>(\$1,200)</u>	<u>(\$1,200)</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$(800)</u>	<u>\$(1,200)</u>	<u>\$(1,200)</u>	<u>\$(1,200)</u>	<u>\$(1,200)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget?		Yes <u>X</u>	No <u> </u>		
Expenditure Budget Number:	Fund <u>3901</u>	Dept <u>491</u>	Unit <u>1255</u>	Object <u>4674</u>	
Revenue Budget Number:	Fund <u>0001</u>	Dept <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>	

*Assumes an effective date of February 1, 2015.

B. Recommended Sources of Funds / Summary of Fiscal Impact

This Second Amendment will increase revenues by \$800 for additional network services (February – September 2015), totaling \$4,016 and a one-time reimbursement to the County for our installation costs estimated at \$59,782. The GIS hosting services revenue continues to be projected at \$1,500. The combined total FY 2015 revenue is \$5,516 with a revised net fiscal impact of \$800. The projected total annual revenue is \$5,916 for succeeding years, which is a \$1,200 increase in revenues from the prior agreement.

C. Department Fiscal Review: *T. T. [Signature]* 1/5/15

III. REVIEW COMMENTS

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

[Signature] 1/16/15 OFMB
[Signature] 1/17/15
 Contract Administration
 1-12-15 B Wheeler

B. Legal Sufficiency:

Paul F. [Signature] 1/13/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SECOND AMENDMENT

To the Interlocal Agreement with Palm Beach County and the Loxahatchee River Environmental Control District (R2013-1673)

THIS AMENDMENT is made and entered into _____ 2014, by and between the Loxahatchee River Environmental Control District, a multi-county independent special district created by Chapter 2002-358, Laws of Florida, Federal Employer ID#59-1455126, ("District") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Interlocal Agreement **R2013-1673** dated November 19, 2013, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network and GIS Hosting services as stated in that Agreement, to the District. The County and the District wish to amend that Agreement.

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

Item #1:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To include network connectivity for two additional locations effective February 1, 2015 and replace the billing matrix with the following:

District Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2500 Jupiter Park Dr Jupiter, FL 33458						
- Fiber Internet 50% and Transport 50%	4/1/2012	3Mb	N/A	\$68	\$100	\$2,016
- Pole/WiMax	N/A	N/A	\$21,700.00*	N/A	N/A	N/A
805 North US Hwy 1 Jupiter, FL 33477 WiMax transport only	10/1/2012	3Mb	\$9,954.08*	\$50	N/A	\$600
860 W Indiantown Rd Jupiter, FL 33458 WiMax transport only	2/1/2014	3Mb	\$500.00*	\$50	N/A	\$600
117 Barbados Drive Jupiter, FL 33458 Fiber transport only	2/1/2015	3Mb	\$37,216.00**	\$50	N/A	\$600

850 Frederick Small Rd Jupiter, FL 33458 Fiber transport only	2/1/2015	3Mb	\$22,566.00**	\$50	N/A	\$600
TOTALS			\$91,936.08	\$268	\$100	\$4,416

Explanation of Charges:

*Installation Charges – These are a billable cost. The work has been completed and the District paid in full the amounts of \$31,654.08 under R2011-1215, dated 8/16/2011 and \$500.00 under R2013-1673, dated 11/19/2013.

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

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

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the District to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the District (see **Sub-section N1. - Cost Components** below).

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

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

(The rest of this page is intentionally left blank)

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
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

Loxahatchee River Environmental Control District - 12-18-2014

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

By: [Signature]
District Attorney

R2014 0640

FIRST AMENDMENT

To the Interlocal Agreement with Palm Beach County and the Loxahatchee River Environmental Control District (R2013-1673)

MAY 06 2014

THIS AMENDMENT is made and entered into _____ 2014, by and between the Loxahatchee River Environmental Control District, a multi-county independent special district created by Chapter 2002-358, Laws of Florida, Federal Employer ID#59-1455126, ("District") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Interlocal Agreement R2013-1673 dated November 19, 2013 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network and GIS Hosting services as stated in that Agreement, to the District. The County and the District wish to amend that Agreement.

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

Item #1:

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

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

Item #2:

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

District Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2500 Jupiter Park Dr Jupiter, FL 33458						
- Fiber Internet 50% and Transport 50%	4/1/2012	3Mb	N/A	\$68	\$100	\$2,016

- Pole/WiMax	N/A	N/A	\$21,700.00*	N/A	N/A	N/A
805 North US Hwy 1 Jupiter, FL 33477 WiMax transport only	10/1/2012	3Mb	\$9,954.08*	\$50	N/A	\$600
860 W Indiantown Rd Jupiter, FL 33458 WiMax transport only	2/1/2014	3Mb	\$500**	\$50	N/A	\$600
TOTALS			\$32,154.08	\$168	\$100	\$3,216

Explanation of Charges:

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

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

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

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the District to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the District (see Sub-section N1. - Cost Components below).

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

Item #3:

Exhibit B, Section M: Fees and Charges for GIS Hosting Services. To add GIS Map Server Services and replace the billing matrix with the following:

District GIS Hosting Services and Billing Matrix					
Location	Service Start Date	GIS Service	Setup Fee	Monthly County Charges	Yearly Charges
2500 Jupiter Park Dr Jupiter, FL 33458	December 1, 2013	Data Storage	\$0	\$50	\$600
	June 1, 2014	Map Services	\$250	\$25	\$900
		File Storage		\$50	
TOTALS			\$250	\$125	\$1,500

Explanation of Charges:

Setup County Charges – The setup fee charged to the District for Map Server Services per County Rate Sheet for GIS Hosting Services.

Monthly County Charges - The monthly charge paid by the District per County Rate Sheet for GIS Hosting Services. The \$50/Month for GIS Data Storage is the minimum payment and includes up to 50MB's of data storage. The monthly fee for GIS Data Storage will adjust at a rate of \$1/MB once the 50MB's data storage limit is exceeded. The Map Server Services are \$25/Month per Map Service and \$50/Month per 1/2TB File Storage. These monthly fees will adjust as additional Map Server Services are requested.

Yearly Charges - The total annual recurring charges, excluding the setup fee, paid by the District.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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


ATTEST:

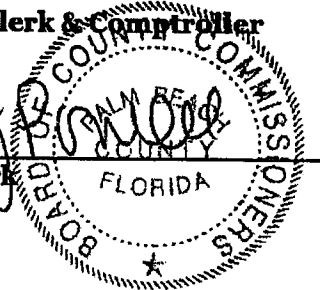
R 2014 0640 MAY 06 2014

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By:


Deputy Clerk



By:

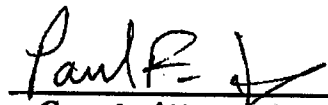

Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:


County Attorney

By:


Steve Bordelon, Director, ISS

Loxahatchee River Environmental Control District

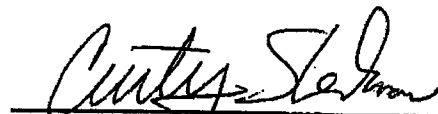
ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


D. Albrex Arrington, Ph.D.
Executive Director

By:


District Attorney

R2013-1673

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____ day of NOV 19 2013, 2013, by and between the Loxahatchee River Environmental Control District, Florida, a multi-county independent special district created by Chapter 2002-358, Laws of Florida, Federal Employer ID#59-1455126, ("District") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2011-1215, dated 08/16/2011 and First Amendment R2013-0081, dated 01/15/2013.

WITNESSETH THAT:

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

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

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

WHEREAS, in recognizing these facts, the District and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

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

Section 2 Approval

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

Section 3 Exhibits

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

Section 4 Term

The term of this Agreement including Exhibits A & B, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibits A & B shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

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

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

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

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

Section 8 Insurance

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

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the District and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

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

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

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

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

Section 12 Entire Agreement

This Agreement represents the entire agreement between the District and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties. This Agreement shall be binding upon the District and the County and their respective successors and assigns.

Section 13 Filing

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

Section 14 Participation

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

Section 15 Venue for Dispute Resolution

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

Section 16 Binding Agreement

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

Section 17 Subject to Funding

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

Section 18 Nondiscrimination

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

Section 19 Access and Audits

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

Section 20 Inspector General

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

Section 21 Regulations, Licensing Requirements

The District shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The District is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

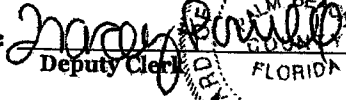
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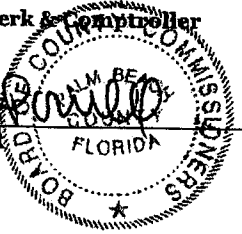
ATTEST:

Sharon R. Bock, Clerk & Comptroller

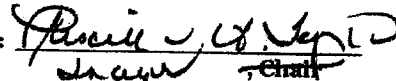
Palm Beach County, By Its
Board of County Commissioners

By:


Deputy Clerk



By:



Chair
Priscilla A. Taylor

(SEAL)

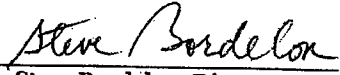
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By:


County Attorney

By:


Steve Bordelon, Director, ISS

Loxahatchee River Environmental Control District

ATTEST:

By:


D. Albrey Arrington, Ph.D.
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

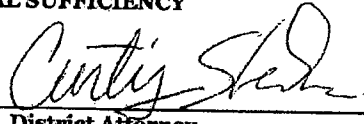

District Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

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

These network services originally commenced on 08/16/2011.

Section A: General Requirements for Network Services

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

The County shall provide the District with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

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

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both County and District owned facilities. The District shall maintain that portion of its own network which exclusively serves its facilities.

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

Should the County perform repair and maintenance functions on behalf of the District, it is with the understanding that the County's responsibility extends only to the District "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the District's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the District demarcation point(s). Entrance facilities at District owned locations from the road to demarcation point belong to the District, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the District. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the District or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting The County to perform maintenance or restoration on District owned electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of the District. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The District shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at

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

Should the District receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section D: Network Connection

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

Section E: Modifications to Network

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

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

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

Section F: Network Interferences

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

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the District or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

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

Section I: Description of Services

A. Baseline services from the County through the County will include:

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

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

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

B. District Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for District owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

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

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

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

8. requesting changes in network equipment attachments services;
Requests for changes shall be submitted to ISS Director, or designee, for action. The District shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the District. The District shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.
9. providing, at its expense, the following equipment and facilities at each District owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the District's site.
The District shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Services

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

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

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the District's IT support staff. If the District's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the District will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the District is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

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

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

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

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

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

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

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

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

District Information Services

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

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

561-262-3453 (cell)
alan.lopatosky@loxahatcheeriver.org

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

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

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

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the District's building. The District will be responsible for reimbursement to the County of said costs, as listed and described in the Table below under "Installation Charges".

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

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

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

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

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

Monthly Florida Lambda Rail (FLR) Charges – FLR charges the County this fee to connect the District to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the District (see **Sub-section N1. - Cost Components** below).

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

The County has received approvals from the FLR for the District to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

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

N2. Billing and Payment

The County shall submit quarterly invoices to the District which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the District in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional

resources, including but not limited to hardware and software. The District is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the District. The District agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.



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

Task Order #:

Original Agreement #R:

Organization requesting services: Loxahatchee River Environmental Control District

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____

Project Office: _____ Date: _____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM

Loxahatchee River
Environmental Control District

AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

(Name, Title)

EXHIBIT B

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

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

Section A: General Requirements for GIS Hosting Services

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

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

Section B: Responsibilities for GIS Hosting Services

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

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

Section C: GIS System Ownership

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

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

Section D: GIS Hosting Services Connection & Availability

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

Section E: Modifications to GIS System

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

If the District proposes a County modification to the GIS system, it shall notify and submit applicable documents to the County for approval. If modifications are approved, the District shall work cooperatively with the County and be solely responsible for payment of all costs associated with such modifications, unless there is a prior agreement with the County to participate in a cost-sharing arrangement for the modification.

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

Section F: GIS Hosting Services Interference

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

Section G: Damage Caused by Disasters

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

Section H: GIS System Security

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

Section I: Description of GIS Hosting Services

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

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

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

B. District Responsibilities will include:

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

Section J: Protocol for Reporting GIS Hosting Services Problems

All GIS system issues should first be reported to the District's IT support staff. If the District's initial diagnosis of the reported problem indicates that it is related to a GIS Hosting Services issue, the IT technician should report the problem, including any error messages, to the County Network Operations Center at 561-355-HELP (4357). All GIS Hosting Services problems reported by the District will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the District is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section K: GIS System and Maintenance

The County shall notify the District designee as to the time of any planned service, maintenance or repair work to GIS system. County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to District owned buildings under the Agreement.

Section L: Issue Escalation Contacts

Palm Beach County ISS

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

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

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

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

District Information Services

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

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

Section M: Fees and Charges for Application Services

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

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

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

Section N: Billing and Payment

The County shall submit quarterly invoices to the District which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the District in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The District is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the District. The District agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) day notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

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

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

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

When requested, the District shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverage.

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



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

Task Order #:

Original Agreement #R:

Organization requesting services: Loxahatchee River Environmental Control District

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____

Project Office: _____ Date: _____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM

Loxahatchee River
Environmental Control District

AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

(Name, Title)

ISS Service Agreements with External Agencies
(December 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