

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

Meeting Date: April 7, 2015

Consent

Regular

Public Hearing

Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Rescind Interlocal Agreement (R2012-0458) dated 3/20/2012;
- B. Approve the Interlocal Agreement for network services with Palm Beach County and the South Florida Water Management District (SFWMD) to update the language to current contract standards and revise the applicable fee structure based on the removal of the FLR fee and a reduction in SFWMD's transport bandwidth for a revised annual revenue total of \$8,400 to the County; and
- C. Authorize the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services, up to a maximum of \$50,000 per Task Order.

Summary: The SFWMD is requesting the removal of the Florida LambdaRail Fee (FLR) due to the relocation of their disaster recovery equipment from Miami to Tampa; therefore, this fee is no longer applicable as they will now only be using the FLR network for transport. In addition, the SFWMD has requested their transport bandwidth be reduced from 1Gb to 100Mb which will continue providing a redundant service capability. This Interlocal Agreement is for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party, and will generate \$8,400 in annual revenues to the County. The Florida LambdaRail LLC has approved connection of the SFWMD to the FLR network. District 2 (PFK)

Background and Justification: Since 2008, the Board of County Commissioners has approved network services agreements with more than 35 government, education and non-profit organizations. These agreements provide access to the FLR network and commodity pricing for Internet access which reduces costs and increases network bandwidth for the County and all interconnected organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

The SFWMD is an independent taxing district created in 1972 by the Florida Water Resources Act (Chapter 373). The SFWMD is one of the original members of the Palm Beach County Broadband Coalition which was formed to foster network collaboration among public sector organizations.

This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

Attachments:

- 1. Interlocal Agreement with the South Florida Water Management District (3 originals)
- 2. Copy of Interlocal Agreement R2012-0458, dated 3/20/2012
- 3. ISS Service Agreements with External Agencies

Recommended by: Steve Bordebon 3-4-2015
 Department Director Date

Approved by: [Signature] 3/11/15
 County Administrator Date

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	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$15,450</u>	<u>\$30,900</u>	<u>\$30,900</u>	<u>\$30,900</u>	<u>\$30,900</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>\$15,450</u>	<u>\$30,900</u>	<u>\$30,900</u>	<u>\$30,900</u>	<u>\$30,900</u>

Additional FTE
 Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No

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

*Assumes an effective date of April 1, 2015 for revised monthly billings for network services.

B. Recommended Sources of Funds / Summary of Fiscal Impact

Terms of the original Interlocal Agreement would have required payments of \$39,300 by the SFWMD to the County during FY 2015. This replacement Interlocal Agreement includes revised revenue of \$4,200 (April – September 2015) resulting in a reduction in revenue of \$15,450 for network services in FY 2015 and \$30,900 for succeeding fiscal years.

C. Department Fiscal Review: *[Signature]* 3/9/15

III. REVIEW COMMENTS

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

[Signature] 3/10/15
no 3/9
DR 3K 3/9
 OFMB
3/10

[Signature] 3/10/15
 Contract Administration
 3-10-15 *[Signature]*

B. Legal Sufficiency:
[Signature] 3/11/15
 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 _____, 2015, by and between the South Florida Water Management District, a multi-county independent district created in 1972 by the Florida Water Resources Act (Chapter 373) ("SFWMD") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2012-0458, dated 3/20/2012.

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 SFWMD and the County have recognized the need for the SFWMD 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 SFWMD 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 SFWMD for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the SFWMD'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, delineates the services to be provided to the SFWMD by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the SFWMD in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 Term

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

Section 5 Resale of IT Services

The SFWMD 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 SFWMD 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 SFWMD 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: South Florida Water Management District
Chief Information Officer
3301 Gun Club Road
West Palm Beach, FL 33460
(Telephone: 800-432-2045)

With a copy to: South Florida Water Management District
Dorothy Bradshaw, Procurement Bureau Chief
C/O Antonio Pucci, Contract Specialist
3301 Gun Club Road
West Palm Beach, FL 33460
(Telephone: 561-682-6373)

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 SFWMD 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 SFWMD 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 SFWMD 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 SFWMD'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 SFWMD, 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 SFWMD 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 SFWMD 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 South Florida Water Management District

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: _____
, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Paul F. J. C.
County Attorney

By: Steve Bordelon
Steve Bordelon, Director, ISS

South Florida Water Management District

ATTEST:

By: Dorothy Bradshaw
Dorothy Bradshaw,
Procurement Bureau Chief

By: Antonio C. Pucci
Witness Signature

Print Name: Antonio C. Pucci

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 South Florida Water Management District ("SFWMD") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the SFWMD 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 3/20/2012.

Section A: General Requirements for Network Services

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

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

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

Section E: Modifications to Network

If the SFWMD 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 SFWMD require the network to be upgraded, the SFWMD 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 SFWMD 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 SFWMD 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 SFWMD. However, should any equipment owned by the SFWMD render any harmful interference to the County's network equipment, the County may disconnect any or all SFWMD owned network connections after informing the SFWMD'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 SFWMD 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 SFWMD network router connection;

If necessary, security may shut down the SFWMD'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. SFWMD 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 SFWMD 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 SFWMD technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the SFWMD.

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 SFWMD will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from SFWMD 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 SFWMD 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 SFWMD. The SFWMD 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 SFWMD 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 SFWMD's site.

The SFWMD 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 SFWMD 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 SFWMD.

In the event that Network availability is documented by the County and declared by the SFWMD to be less than 99.9% for two (2) consecutive months, the SFWMD 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 SFWMD's IT support staff. If the SFWMD'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 SFWMD 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 SFWMD 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 SFWMD designee as to the time of any planned maintenance, repair, or installation work. However, the SFWMD 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 SFWMD to report any emergency that requires access to any SFWMD owned facility. The SFWMD shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the SFWMD with a list of authorized the County employees who will carry in their possession badges for identification purposes.

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

SFWMD Information Services

Network On-Call 561-682-6780 (office forwarded to mobile)

Paul Lowery, Sr. Network Administrator
561-682-6092 (office)

Joe Weber, Network & Voice Section Leader
561-682-6074 (office)

Jim Betzhold, Chief Network Architect
561-682-6972 (office)

Peter Hoo, Network Infrastructure Section Administrator
561-682-2660 (office)

Duane Piper, IT Bureau Chief Information Officer
561- 682-2638 (office)

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

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

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 SFWMD's building. The SFWMD 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 SFWMD quarterly.

SFWMD Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
3301 Gun Club Road, West Palm Beach, FL 33460	9/1/2012	100Mb	\$2,750	\$700*	\$0	\$8,400
TOTALS			\$2,750	\$700	\$0	\$8,400
<p>Explanation of Charges:</p> <p><u>Installation Charges</u> – This is a billable cost. The work has been completed and the SFWMD paid in full the amount of \$2,750 under R2012-0458, dated 3/20/2012.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the SFWMD based on the County Rate Sheet for Network Services. *Note: the transport service includes internet for redundant services and the effective date for this rate is April 1, 2015.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – The FLR fee does not apply as usage is for transport only.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the SFWMD.</p>						

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

N1. Omitted

N2. Billing and Payment

The County shall submit quarterly invoices to the SFWMD 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 SFWMD 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 SFWMD is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the SFWMD. The SFWMD 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: South Florida Water Management 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: _____
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

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

COUNTY ATTORNEY

Name, Title

Re: Interconnection to the Palm Beach County Network

ORIGINAL

Interlocal Agreement
R 2012-0458

This Interlocal Agreement 4600002611 ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of MAR 20 2012, 2012, with the South Florida Water Management District, a multi-county independent district created in 1972 by the Florida Water Resources Act (Chapter 373) ("SFWMD"), and Palm Beach County (the "County").

WITNESSES THAT:

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

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

WHEREAS, SFWMD and the County have recognized the need for SFWMD to connect to the County's Network ("Network") for the ability to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, SFWMD and the County have recognized the need for the County to provide Network services to SFWMD and to allow the County to provide other Network related services as the County may deem desirable; and

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

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

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

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

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

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to interconnect SFWMD to the County's Network for the purposes described in Exhibit "A". The County's Network equipment is further defined as the cable, associated fibers, splice enclosures (including hubs, routers switches), wireless router units, radio antenna, electrical cable, supporting hardware and any other devices necessary to deliver County Network services to the prescribed areas of SFWMD.

Section 2 Approval

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

Section 3 Term

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

Section 4 Network Connection

SFWMD will be provided with:

1. A fiber optic cable connection and 100 Mbps bandwidth capacity for 'backup' ISP services to meet SFWMD's network requirements as specified in the Service Level Agreement, Exhibit "A".
2. A fiber optic cable connection providing 1 Gbps bandwidth capacity to the SFWMD disaster recovery facility located at the NAP of the Americas in Miami. The associated NAP termination charges are detailed in Exhibit "A"

Section 5 Resale of Network Services

SFWMD shall not share or resell any portion of the County's Network 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 County's Responsibilities for Network Management

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

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

The County shall provide SFWMD with access to the County's Network in accordance with the attached Exhibit A, Palm Beach County Information Systems Services (ISS), Service Level Agreement (SLA), Section III, and as otherwise provided for herein. The County agrees to share its Network monitoring tools to provide SFWMD's technical staff with the capability to monitor its portions of the Network, and perform local troubleshooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of SFWMD, it is with the understanding that the County's responsibility extends only to SFWMD's demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned Network equipment inside each of SFWMD's buildings or facilities connected to the Palm Beach County Network

(hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructures to the point of the Network equipment connection to SFWMD's Demarcation Point(s). Entrance facilities at SFWMD's locations from road to Demarcation Point belong to SFWMD whereas the fiber within may belong to the County. Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and the County routers installed at each SFWMD site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by SFWMD 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 SFWMD's electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of SFWMD. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair at no additional cost to the SFWMD.

Section 7 Service Level Agreement

Roles and responsibilities of the County and SFWMD are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for Network connectivity.

Section 8 Network Equipment Ownership

The County shall own all of its Network equipment and assets. SFWMD 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 SFWMD receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) compliance shall apply to the County, and vice versa provided that the County is notified in writing.

Section 9 Modifications to Network

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

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the Network that may cause disruption or interference of service to any Network users shall be coordinated with the appropriate technical staff of both SFWMD 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 SFWMD or the County enters into a contract with an outside contractor for Network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the Network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Network must be communicated in writing to the County for review and approval. The parties however agree to comply with Network security provisions.

Section 10 Network Interferences

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

Section 11 Termination for Convenience

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay pro rata sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

Section 12 Indemnification

The parties to this Agreement are independent entities and are not employees or agents of the other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities, between the SFWMD, the County, their employees, agents, subcontractors or assigns, during or after the term of this Agreement.

SFWMD and the County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 13 Insurance

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

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has implemented reasonable steps and

safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 14 Damage Caused by Disasters

Should the County's Network equipment be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the equipment exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both SFWMD and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either SFWMD or the County, the owning party shall determine if the cable will be repaired or replaced.

Section 15 Miscellaneous

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

Section 16 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by independent third party carriers with signature verification provided, 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: **SFWMD:** SFWMD
Chief Information Officer
3301 Gun Club Road
West Palm Beach, FL 33460
Telephone: 1-800-432-2045

With a copy to: Procurement Bureau Chief
3301 Gun Club Road
West Palm Beach, FL 33460
Telephone: 1-800-432-2045

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

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

Section 17 Entire Agreement

This Agreement represents the entire agreement between SFWMD 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 authorized representatives of both Agencies. The County shall be responsible for initiating any amendments to the Agreement, if required. This Agreement shall inure to the benefit of and shall be binding upon SFWMD and the County and their respective successors and assigns.

Section 18 Filing

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

Section 19 Participation

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

Section 20 Venue for Dispute Resolution

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

Section 21 Binding Agreement

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

Section 22 Subject to Funding

The County's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to SFWMD Governing Board budgetary appropriation. In the event the SFWMD Governing Board does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

Section 23 Nondiscrimination

Palm Beach County warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

Section 24 Access and Audits

SFWMD 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 SFWMD's place of business.

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

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

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Section 25 Signatories to the Agreement

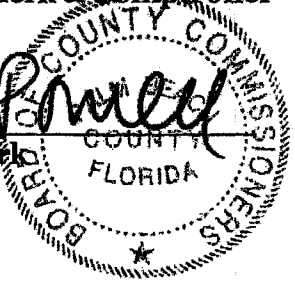
R 2012 04 58 MAR 20 2012

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By:

Nancy Powell
Deputy Clerk


By:

Shelley Vana
Chair Shelley Vana

(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

ATTEST: South Florida Water Management District

By:

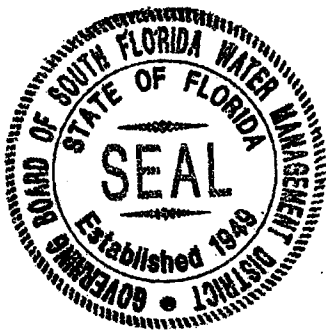
Dorothy A. Bradshaw
Dorothy A. Bradshaw,
Procurement Bureau Chief

Date: 2-10-12

ATTEST:

By:

Jacki McGinty



Reviewed and Approved for Execution

By:

Penelope Bunge

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

[Signature]
SFWMD Office of Counsel

EXHIBIT A

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

The purpose of this Service Level Agreement is to identify the roles and responsibilities of the County (ISS) and SFWMD in carrying out the terms of the Interlocal Agreement regarding: Interconnection of SFWMD to the Palm Beach County Fiber Network. This Service Level Agreement delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

I. Annual Planning and Service Level Agreement Review

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

Connection to the Network must be approved by both the County and SFWMD if said connection affects the entire Network. However, all Network connections must meet the agreed-upon technical specifications.

II. Description of Services

A. Baseline services from ISS will include:

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central Network security will be maintained by ISS at the ISS router port that feeds SFWMD's network router connection. If necessary, security may shut down SFWMD's entire building feed to protect the networked systems from computer worms and viruses;
3. Network design;
4. Acquisition and management of Network assets;
5. Installation or relocation of Network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment installation and maintenance;
7. Network security on ISS side of the demarcation point;

8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment, and;
11. Disaster recovery protection, system reliability, and stability during power outages.

B. SFWMD Responsibilities

1. All intra-building Network maintenance and security
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for SFWMD-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 SFWMD technical staff to evaluate whether the cause of any system problem is associated with factors under the control of SFWMD; and
7. SFWMD 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. SFWMD will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from SFWMD Network property.
8. SFWMD may request changes in Network equipment attachments services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. SFWMD 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 SFWMD. SFWMD 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. SFWMD will provide, at its expense, the following equipment and facilities at each SFWMD 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 SFWMD's site; and SFWMD shall periodically monitor to ensure temperatures are within acceptable limits.
10. SFWMD 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, SFWMD shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. SFWMD shall promptly pay for the County's reasonable charges, such charges being set out in Section VII of this Exhibit A, which will be invoiced quarterly.

III. Availability of the County Network Services

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

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

IV. Protocol for Reporting Network Service Problems

All service issues should be reported to SFWMD's IT support staff. If SFWMD'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 SFWMD 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 SFWMD is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

V. Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from SFWMD's designee as to the time of any planned maintenance, repair, or installation work. However, SFWMD 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 ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the County's representative shall call SFWMD to report any emergency that requires access to any SFWMD facility. SFWMD shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

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

VI. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

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

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

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

SFWMD Information Services

Network On-Call 561-682-6780 (office forwarded to mobile)

Paul Lowery, Sr. Network Administrator:
561-682-6092 (office)

Joe Weber, Network Section, Lead:
561-682-6074 (office)

Jim Betzhold, Chief Network Architect:
561-312-7100 (mobile)

Duane Piper, Chief Information Officer (CIO):
561-682-2638 (office)

VII. Fees and Charges for Network Connectivity and Related Services

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

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

<p align="center">Table 1 Schedule of SFWMD Network Charges</p>						
Service Category: Network Connections						
Installation Address: 3301 Gun Club Road, West Palm Beach, FL						
Estimated Service Start Date: 4/1/2012						
Service Category	Monthly Port Charges and Cross Connect Fee	Monthly Network 100 Mbps ISP Redundant Service Charge	Monthly Network 1 Gbps Service Charge	Quarterly Billing	(2012) (April – Sept) Billing Total	Out Years (Oct-Sept) Billing Total* (12 Months)
Network Connection			\$1,300	\$3,900	\$7,800	\$15,600
Backup Network Connection		\$300		\$900	\$1,800	\$3,600
FLR Charges	\$1,675			\$5,025	\$10,050	\$20,100
TOTALS				\$9,825	\$19,650	\$39,300

* Out year billing amounts are subject to increase in accordance with the agreement terms identified within this agreement.

In addition to the monthly billing charges above SFWMD agrees to pay one time non-recurring fees for the following services:

- The one time cost for the NAP circuit interconnection totaling \$2,750 that will be included in the first quarterly invoice.
- In the event the District promotes the backup Internet circuit to primary status the County will include in its quarterly invoice to SFWMD an additional \$2,000 for each month the circuit was used in that capacity.

A. Cost Components

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County agrees to review the financial impact, and execute an amendment to this Agreement before making appropriate rate adjustments on an annual basis.

B. Billing and Payment

The County shall submit quarterly invoices, in advance, to SFWMD which shall include a reference to the Agreement and identify the amounts due and payable to the County. SFWMD will pay such invoices within 30 days of presentation by the County. If SFWMD in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and SFWMD shall be in accordance with Florida law.

ISS Service Agreements with External Agencies
(March 2015)

Municipalities

- | | |
|------------------|---------------------------------|
| 1. Boynton Beach | 8. Palm Beach |
| 2. Delray Beach | 9. Palm Beach Gardens |
| 3. Greenacres | 10. Riviera Beach |
| 4. Juno Beach | 11. Village of Golf |
| 5. Jupiter Beach | 12. Village of Royal Palm Beach |
| 6. Lake Worth | 13. West Palm Beach |
| 7. Lantana | |

Educational Institutions

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

Non-Profit Organizations

- | | |
|---|--------------------------------|
| 1. Alzheimer's Community Care | 7. Kravis Center |
| 2. ARC of Palm Beach County | 8. Lupus Foundation of America |
| 3. Boca Raton Regional Hospital | 9. Lutheran Services Florida |
| 4. Center for Family Services | 10. Nonprofits First |
| 5. Families First of PBC | 11. Prime Time |
| 6. Jewish Federation of Palm Beach County | 12. South Florida Fair |
| | 13. Workforce Alliance |

Other Taxing Authorities

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