# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Department:	July 21, 2015	[x] Consent [ ] Public Hearing	[ ] Regular [ ] Workshop
	Information Systems Ser Information Systems Ser		

#### I. EXECUTIVE BRIEF

**Motion and Title**: **Staff recommends motion to approve** the First Amendment to Interlocal Agreement R2015-0445, as amended, for network services provided to the South Florida Water Management District (SFWMD).

Summary: The SFWMD has an existing network services agreement, as amended, with Palm Beach County (R2015-0445) for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This First Amendment will remove the \$700 monthly charges for network services in exchange for access to various SFWMD towers for WiMax antenna placements which will provide network connectivity to other County and SFWMD facilities, including specific antenna placement on the SFWMD J. W. Corbett Wildlife Management Area Tower in order to support the County's Water Utilities Department (WUD) smart meter technology project. This amended agreement will decrease annual service revenues by \$8,400 in exchange for access to SFWMD towers. The Florida LambdaRail LLC has approved connection of the SFWMD to the FLR network. Countywide (PFK)

Background and Justification: The County's ISS Department continues to collaborate with agencies where it is in the best interest of the County to share services that benefit taxpayers. This agreement will allow the County to provide future network service to internal and external customers within areas where our services are not currently available in exchange for providing network service to SFWMD locations. In addition, ISS is requesting approval to assist WUD with their antenna placement on the SFWMD J. W. Corbett Wildlife Management Area Tower for their smart meter technology project that consists of advanced metering infrastructure which automatically collects consumption, diagnostic and status data from water meter devices that transfer this data to a central database for billing, troubleshooting and analyzing. This technology mainly saves utility providers the expense of periodic trips to each physical location to read a meter. Another advantage is that billing can be based on near real-time consumption rather than on estimates based on past or predicted consumption. This timely information, coupled with analysis, assists utility providers in controlling production of water resources and helps customers to better understand their consumption patterns.

Continued on page 3...

# Attachments:

- 1. First Amendment with the South Florida Water Management District (3 originals)
- 2. Copy of Interlocal Agreement R2015-0445 dated 4/7/2015
- 3. ISS Service Agreements with External Agencies

Recommended by:	Steve Borde Con	6-30-15
·	Department Director	Date
Approved by:	Jullen	7/9/17
•	County Administrator	Date

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact

Fiscal Years Capital Expenditures Operating Costs	<b>2015</b> \$0 \$0	<b>2016</b> 0 0	<b>2017</b> 0 0	<b>2018</b> 0 0	<b>2019</b> 0 0
External Revenues Program Inc (County) In-Kind Match (County)	\$1,400 <u>0</u> 0	\$8,400 <u>0</u> <u>0</u>	\$8,400 <u>0</u> <u>0</u>	\$8,400 <u>0</u> <u>0</u>	\$8,400 <u>0</u> 0
NET FISCAL IMPACT	<u>\$1,400</u>	<u>\$8,400</u>	<u>\$8,400</u>	<u>\$8,400</u>	<u>\$8,400</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 Bu	dget?	Yes X	No		
Revenue Budget Number:	Fund <u>0001</u>	Dept <u>490</u>	Unit <u>1300</u>	RevSrc	<u>4900</u>

<sup>\*</sup>Assumes an effective date of August 1, 2015 for this First Amendment.

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

The net fiscal decrease is \$1,400 for FY 2015 (August 2015 – September 2015) with a net fiscal impact of \$8,400 for succeeding years.

C. Department Fiscal Review: 10/6/28/16
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# III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development	: & Control Comments:
Som Som OFMB	Contract Administration 7-7-15 Colonection
D. Loral Cufficiency	

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

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

## Continued from page 1...

Since 2008, the Board of County Commissioners has approved 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.

#### FIRST AMENDMENT

# To the Interlocal Agreement with the South Florida Water Management District (R2015-0445)

**THIS AMENDMENT** is made and entered into \_\_\_\_\_\_ 2015, by and between the South Florida Water Management District ("SFWMD") and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Interlocal Agreement **R2015-0445** dated April 7, 2015 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to SFWMD. The County and SFWMD wish to amend that Agreement.

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

#### **Item #1:**

Agreement, Section 1, Section 2, Section 3 and Section 4: Replace 'Exhibit A' with the following:

Exhibit A, Exhibit B and Exhibit C

#### Item #2:

Exhibit A: Section N: Fees and Charges for Network Connectivity and Related Services. To revise the fee structure with an effective start date of August 1, 2015 and replace the billing matrix with the following:

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	<b>\$</b> 0	\$o	<b>\$</b> 0
TOTALS			\$2,750	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

#### **Explanation of Charges:**

<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.

<u>Monthly County Charges</u> – No monthly charges due by the SFWMD based on exchange of services by both parties, whereby the County provides transport services that includes internet for redundant services, and SFWMD provides access to various Tower(s) for WiMax antenna placements.

<u>Monthly Florida LambdaRail (FLR) Charges</u> – The FLR fee does not apply as usage is for transport only.

Yearly Charges - No annual recurring charges due by the SFWMD.

#### Item #3:

Exhibit B: Add entire Exhibit B to the Agreement, attached hereto, with an effective start date of August 1, 2015.

#### Item #4:

Exhibit C: Add entire Exhibit C to the Agreement, attached hereto, with an effective start date of August 1, 2015.

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

(The remainder of this page intentionally left blank.)

ATTEST: Sharon R. Bock, Clerk & Comptroller	Palm Beach County, By Its Board of County Commissioners
By: Deputy Clerk	By:Shelley Vana, Mayor
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Paul F- S County Attorney	By: Steve Bordelon, Director, ISS
South Florida Water Management District	
By: Dorothy Bradshaw, Procurement Bureau Chief	By: Witness Signature
U	Print Name:

## **EXHIBIT B**

# PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES ANTENNA PLACEMENTS

The purpose of this Exhibit is to delineate the activities associated with antenna placements by Palm Beach County ISS ("County") on South Florida Water Management District ("SFWMD") various towers in order to support County projects via WiMax network services, 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.

## Section A: County and SFWMD Responsibilities

- **1.** Each County antenna(s) placement on a SFWMD Tower will require review and approval by SFWMD.
- 2. The SFWMD shall allow the County's ISS Department access to their tower(s) in order to place various antenna(s), example described in Appendix A, attached hereto, on the tower(s) at an agreed upon height per installation.
- 3. ISS shall install the antenna(s) to the tower(s) at no cost to the SFWMD. The County shall pay for any and all maintenance, repair and replacement costs for the antenna(s), and the SFWMD shall pay for the daily utility cost incurred by the antenna(s).
- 4. The County agrees that it shall immediately cease operation of its antenna(s) if the SFWMD, at its sole discretion, requests the County to do so due to interference issues with the SFWMD's network or interference with any other network where the provider is already located on the tower.

#### **Section B:** <u>Issue Escalation Contacts</u>

#### **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)

# Agreement with Palm Beach County and the South Florida Water Management District Re: Antenna Placements on various SFWMD Tower(s)

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)

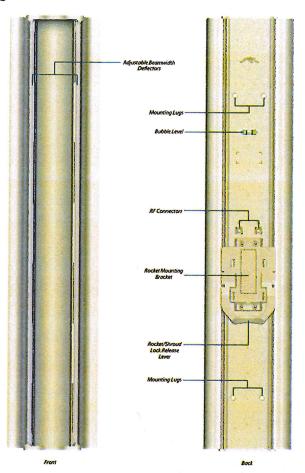
# Section C: Area Subject to Agreement

The terms of this Exhibit shall apply to various SFWMD towers within Palm Beach County whereby the SFWMD can review, on a case by case basis, the County's request to place antenna(s) on specific SFWMD towers for WiMax network connectivity to County projects and other SFWMD locations.

#### **Section D: Insurance**

This section does not apply to Antenna Placements.

Example Model: AM-V5G-Ti



Mo.	del AM-VSG-TI
Dimensions	721 x 149.1 x 75.7 mm
Weight	3.72 kg (with Brackets
Frequency Range	5,45 - 5.85 GHz
Beamwidth Angles	60V 90V 120
Gain (Beamwidth Dependent)	21 dB; @ 60 20 dB; @ 90 19 dB; @ 120
Elevation Beamwidth	4
Electrical Downtilt	2
Wind Survivability	125 mp?
Wind Loading	37 lbs @ 120 mph
Polarization	Dual Linea
Cross-Pol Isolation	25 dB Typica
Front-to-Back Ratio	30 dB Typica
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof
Compatible Radios	RocketM5 Titanium RocketM5 GP: RocketM5
Mounting	Pole Mount (Kit Included
ETSI Specification	EN 302 326 DN
Centifications	CE POC IC

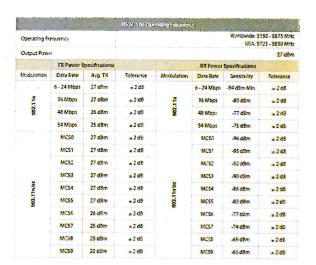
# Agreement with Palm Beach County and the South Florida Water Management District

Re: Antenna Placements on various SFWMD Tower(s)

## **Example Model: R5AC-Lite**

#### **Specifications**

	RSAC-Lite Physical / Becoluit / Enstronmental information
Dirnensions	162 x 84 x 57 mm (6.38 x 3.51 x 1.48)
Weight	250 g 10.51 oz
Enclosure Characteristics	Outdoor UV Stabilized Plastic
Processor	MFS 74kg
Memory	128 MB ODR2 SDRAM, 16 MB NOR PLASH
Networking Interface	(\$) 10 100 1000 Mags
RF Connections	(2) FP-SMA (Waterproof)
LEDs	Power, Ethernet, (4) Signal Scrength
Max Power Consumption	8.5%
Power Supply	240, 0 5/4 Gigabit PoE Adapter
Power Method	Paccine Ros (Pairs 4, 5+, 7, 8 Return)
ESD/EMP Protection	2460 Air /Contact
Operating Temperature	40 to 80°C 146 to 176°F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETERONO19-1 A
	RSAC-Line Software Information
Modes	Access Paint, Statistic
Services	Web Server, SNMP, SSH Server, Teiner, Ping Watchdag, DHCP, NAT, Bridging, Roveing
Utilities	Antenna Alignment Tool, Discovery Utility, Site Survey, Ping, Tracercuite, Speed Text
Distance Adjustment	Dynamic Adk and Adless Mode
Power Adjustment	Software Adjustable tiller Cut
Security	MPA2 METIONS
QoS	Supports Packet Level Classification WMM and User Customer Level High Medium Con-
Statistical Reporting	Up Time, Packer Errors, Date Rates, Wineless Dissence, Ethermer Link Rose
Ditter	Remote Reset Support, Software Enables, Duables, OLAN Support, 2560-460, 20/40/30/60/30 MHz Channel Wilson Support
Ibiquiti Specific Features	50 Mile Channels, widness Walth, Strapping with Bland September Discovery Protocol, Frequency Band Office, Antiess Mode
hadalada sasaas	FSNC-Use Compliance
Vireless Approvals	FXC K OF





# **EXHIBIT C**

# PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ANTENNA PLACEMENTS

The purpose of this Exhibit is to delineate the activities associated with antenna placements by Palm Beach County ("County") on the South Florida Water Management District ("SFWMD") J. W. Corbett Wildlife Management Area Tower ("Corbett Tower") location in order to support the County's Water Utilities Department ("WUD") smart meter technology project, 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.

## Section A: County and SFWMD Responsibilities

- 1. The SFWMD shall allow the Sensus S50 AMI collector to be installed in SFWMD server rack furnished to the County, as described in Appendix A, attached hereto, which will require eight (8) units of rack space at no cost to SFWMD.
- 2. The SFWMD shall allow the County access to the 48V power supply at facility. The County will modify the Sensus S50 AMI collector with a 48V to 24V DC / DC converter / regulator to adapt the collector to the facility power. The County shall pay for any and all maintenance and repair costs for the Sensus collector and SFWMD shall pay for the daily utility cost incurred by the Sensus collector.
- 3. The SFWMD shall allow the County access to the Corbett Tower, described in Section C of this Exhibit C, in order to place antenna, as described in Appendix A, attached hereto, on the Corbett Tower at an approximate height of 175 feet.
- 4. The County shall install the antenna to the Corbett Tower, provide lightning arrestor and run the coax cable to the communications facility at no cost to the SFWMD. The County shall pay for any and all maintenance and repair costs for the antenna(s), coax cable and lightning arrestor and the SFWMD shall pay for the daily utility cost incurred by the antenna.
- 5. The SFWMD shall allow County to install a GPS antenna to be mounted outside the facility with a clear view of the sky, and run / terminate coax cable within facility, as described in Appendix A, attached hereto, at no cost to SFWMD. The County shall pay

### Agreement with Palm Beach County and the South Florida Water Management District

Re: Palm Beach County Antenna Placement on the SFWMD J. W. Corbett Wildlife Management Area Tower

- for any and all maintenance and repair costs for the GPS antenna and coax cable and the SFWMD shall pay for the daily utility cost incurred by the GPS antenna.
- 6. The County agrees that it shall immediately cease operation of its antenna(s) if the SFWMD, at its sole discretion, requests the County to do so due to interference issues with the SFWMD's network or interference with any other network where the provider is already located on the Corbett Tower.

#### **Section B:** <u>Issue Escalation Contacts</u>

## Palm Beach County WUD Information Services

Steve Rowley, IT Manager 561-493-6042 (office)

Craig C. Williams, Assistant Director Finance & Administration 561-493-6051 (office)

Debra West, Assistant Director WUD 561-493-6041 (office)

#### **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 C:** Area Subject to Agreement

The terms of this Exhibit shall apply to the SFWMD J. W. Corbett Wildlife Management Area Tower located adjacent to Seminole Pratt Whitney Road and Stumpers Grade Road.

Agreement with Palm Beach County and the South Florida Water Management District

Re: Palm Beach County Antenna Placement on the SFWMD J. W. Corbett Wildlife Management Area Tower

# Section D: <u>Insurance</u>

This section does not apply to Antenna Placements.

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## **Sensus S50 AMI Collector Specifications**

Model: D50, Indoor - Short

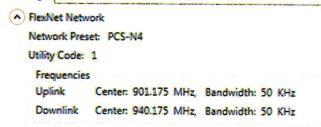
Height: 48 inches Width: 24 inches Depth: 28 inches Voltage: 120



# **Antenna Specifications**

Length: 134 inches Weight: 27 lbs

## Frequency



The Antenna at the Corbett Tower is transmitting out to the meters on the Sensus owned PCS frequency of 940.1875 (30 watts power). The meter transmitters transmit in and the antenna receives readings on the 901 frequency (2 watts at the meter box).

## Antenna Specifications (continued)



## **GPS Antenna Specifications**



## **BULLET III GPS ANTENNA**

#### **KEY FEATURES**

- · Weatherproof housing
- · Filtering for harsh RF jamming environments
- · Proven extra rugged, reliable
- . Available in 3.3v (TNC) or 5v (TNC or F)
- RoHS-Compliant (Pb-free)



#### JAM-RESISTANT ACTIVE GPS ANTENNA NOW AVAILABLE FOR USE WITH 3.3 V DC **AND 5 V DC APPLICATIONS**

Whatever the environment—the Trimble\* Bullet" III GPS antenna will perform, year after year. The Bullet III antenna provides a perfect solution for manufacturers who need a fixed-site, rooftop GPS antenna. This antenna is also a high-quality solution for adding GPS RF signals for marine GPS navigation systems.

#### Put it anywhere

The antenna is housed in weatherproof packaging designed to withstand exposure In tough environments. The Bullet III to shock, excessive vibration, extreme temperatures, rain, snow and sunlight.

The dome is all plastic, and the threaded socket in the base of the antenna is corrosion resistant. The threaded socket accepts either a 1'-14' straight thread (typical marine antenna mount) or a 3/4" pipe thread.

The F-type or TNC antenna connector is located inside the threaded socket, which allows the antenna cable to be routed inside a mounting pole and protects the cable connection for added reliability.

#### Strong performance

The Bullet III antenna is an active GPS antenna with 35 dB preamp (5 V DC), 30 dB preamp (3.3 V DC). The highgain preamp allows the Bullet III antenna to be used with up to 75 feet of RG-59 cable. The Bullet III filtering Improves immunity to other RF signals for reliable performance in hostile RF Jamming environments.

#### Proven reliability

For over 15 years, Trimble has sold GPS antennas renowned for their survivability antenna is the fourth generation of the proven Builet antenna family and offers all the reliability and performance benefits that are required for GPS installations.

In unforgiving environments, an antenna failure could be disastrous. Don't risk it. Select a proven GPS antenna—the Trimble Bullet III GPS antenna.





Re: Palm Beach County ISS Services

# R 2015 40445 Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_\_day of \_\_\_APR\_07\_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 <u>Damage Caused by Disasters</u>

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, 8<sup>th</sup> floor West Palm Beach, FL 33401 (Telephone: 561-355-2394)

With a copy to:

County Attorney's Office

Palm Beach County Board of County Commissioners

301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401 (Telephone: 561-355-2225)

#### Section 12 Entire Agreement

This Agreement represents the entire agreement between 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

APR 07 2015 ATTEST: Palm Beach County, By Its Sharon R. Bock, Clerk & Comptroller **Board of County Commissioners** (SEAL) APPROVED AS TO FORM AND APPROVED AS TO TERMS AND **LEGAL SUFFICIENCY** CONDITIONS South Florida Water Management District ATTEST: By: **Procurement Bureau Chief** 

## 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: <u>Network Equipment Ownership</u>

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: <u>Damage Caused by Disasters</u>

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: <u>Description of Services</u>

# 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.

- network design;
- acquisition and management of network assets;
- 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;
- ensuring that back-door connectivity behind the building router is prohibited;
- 3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
- building infrastructure connectivity;
- 5. all grid (jack), wiring identification, and tracking for SFWMD owned facilities;
- 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.
- 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.

- 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.
- 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
- 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: <u>Protocol for Reporting Network Service Problems</u>

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:** <u>Issue Escalation Contacts</u>

#### 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	<b>\$0</b>	\$8,400

#### **Explanation of Charges:**

<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.

<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.

Monthly Florida LambdaRail (FLR) Charges – The FLR fee does not apply as usage is for transport only.

<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the SFWMD.

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: <u>Insurance</u>

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	+/-
Fating at a d Amount	
Estimated Amount:	
ISS Project Manager/Director:	Date:
	ne/Title
Project Office:	
Nam	ne/Title
PALM BEACH COUNTY	
BOARD OF COUNTY COMMISSIONE	RS
By: Steve Bordelon, Director, ISS	
APPROVED AS TO FORM	SOUTH FLORIDA WATER
AND LEGAL SUFFICIENCY	MANAGEMENT DISTRICT
COUNTY ATTORNEY	Name Title

# **ISS Service Agreements with External Agencies**

(June 2015)

## **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