

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

Meeting Date: October 6, 2015 Consent Regular
 Public Hearing Workshop

Department:
Submitted by: Information Systems Services (ISS)
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Rescind** the Interlocal Agreement (R2010-0929) dated 6/8/2010;
- B. Approve** the Interlocal Agreement for network services with Seacoast Utility Authority (SUA) for a revised annual revenue total of \$2,400; and
- C. Authorize** the County Administrator or designee, ISS Director, to approve and execute Task Orders associated with these services, up to a maximum dollar value of \$50,000 per Task Order.

Summary: The SUA has an existing network services agreement with Palm Beach County (R2010-0929). This Interlocal Agreement has been revised to include current contract standards, reduce the network bandwidth rate at their Palm Beach Gardens location, and include an additional Exhibit B for WiMAX antenna placements on their communication towers in exchange for WiMAX network services at SUA remote locations. This Interlocal Agreement takes effect on October 1, 2015 for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party; and will decrease revenues in FY2016 and succeeding fiscal years by \$6,000 due to their bandwidth rate reduction per the new fee structure which will take effect October 1, 2015. The Florida LambdaRail LLC waived their monthly fee on 9/21/2011 and has approved connection of SUA to the Florida LambdaRail. District 1 (PFK)


Background and Justification: On September 1, 2015, the Board of County Commissioners approved a rate reduction for ISS Network Services provided to non-County agencies. The revised rates will take effect on October 1, 2015. Our goal is to offer the lowest competitive pricing for County Network Services provided to external agencies.

These rates will be applicable to all future agreements for network services. Existing agreements may be amended in the future by ISS to reflect the revised rates.

Continued on page 3...

Attachments:

- 1. Interlocal Agreement with Seacoast Utility Authority (3 originals)
- 2. Copy of Interlocal Agreement R2010-0929 dated 6/8/2010
- 3. ISS Service Agreements with External Agencies

Recommended by:	 _____ Department Director	9-8-15 _____ Date
Approved by:	 _____ County Administrator	9-28-15 _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</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>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</u>	<u>\$6,000</u>

Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in ~~Proposed~~ Budget? Yes No

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

*Assumes an effective date of October 1, 2015 for the Interlocal Agreement.

B. Recommended Sources of Funds / Summary of Fiscal Impact

The original Interlocal Agreement imposed fees of \$8,400 for FY 2016 and succeeding years. Effective October 1, 2015, the rate reduction for SUA results in a net fiscal decrease of \$6,000 for FY 2016 and succeeding years.

C. Department Fiscal Review: *[Signature]* 9/18/15

III. REVIEW COMMENTS

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

[Signature]
OFMB
9/9/15

[Signature] 9/24/15
Contract Administration
B. Wheeler 9-21-15

B. Legal Sufficiency:

[Signature] 9/25/15
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...

The new Interlocal Agreement allows Palm Beach County ISS to mount WiMAX antennas on SUA radio towers for the purpose of establishing wireless network coverage. In return, remote sites within the wireless network coverage zone will be able to access the network at no cost to the SUA.

The SUA is a non-profit governmental regional water and wastewater utility that furnishes potable water and sewer services to certain unincorporated areas of Palm Beach County and incorporated areas within northern Palm Beach County, including Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park and portions of the Town of Juno Beach. The SUA has no taxing powers and does not receive any tax revenues from the state, county or city governments.

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 Interlocal Agreement will allow the County to install WiMAX equipment on the SUA communication towers in order to provide future network service to internal and external customers within areas where our services are not currently available in exchange for providing WiMAX network services at SUA remote locations.

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. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this _____ day of _____, 2015, by and between the Seacoast Utility Authority (“SUA”), a non-profit governmental regional water and wastewater utility, and Palm Beach County (“County”) a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2010-0929, dated 6/8/2010.

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 SUA and the County have recognized the need for the SUA 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 SUA 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 SUA for the purposes described in the attached Exhibit A & Exhibit B.

Section 2 Approval

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

Section 3 Exhibits

The attached Exhibit A & Exhibit B made a part hereof, delineates the services to be provided to the SUA by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the SUA 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 & Exhibit B unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A & Exhibit B shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The SUA 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 SUA 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 SUA 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: Seacoast Utility Authority
Rim Bishop, Executive Director
4200 Hood Road
Palm Beach Gardens, FL 33410
(Telephone: 561-627-2900)

With a copy to: Nathan Nason, Esquire
Nason, Yeager, Gerson, White & Lioce, P.A.
1645 Palm Beach Lakes Blvd, Suite 1200

Agreement with Palm Beach County and Seacoast Utility Authority

Re: Palm Beach County ISS Services

West Palm Beach, FL 33401
(Telephone: 561-686-3307)

To: **COUNTY:** Verdenia C. Baker, 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 SUA 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 SUA 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 SUA 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 SUA'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 SUA, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud in connection with the contract/agreement.

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

(The remainder of this page intentionally left blank.)

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

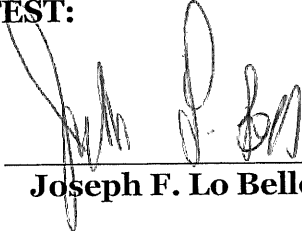
APPROVED AS TO TERMS AND
CONDITIONS

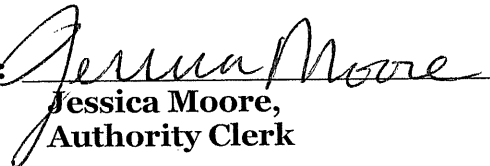
By: 
County Attorney

By: 
Steve Bordelon, Director, ISS

Seacoast Utility Authority

ATTEST:

By: 
Joseph F. Lo Bello, Chair

By: 
Jessica Moore,
Authority Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

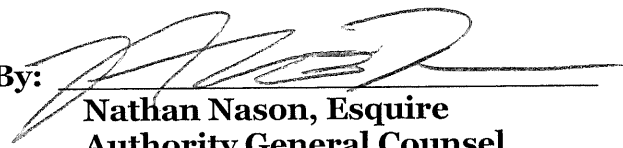
By: 
Nathan Nason, Esquire
Authority General Counsel

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Seacoast Utility Authority (“SUA”) by Palm Beach County ISS (“County”) to identify the roles and responsibilities of the County and the SUA 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 6/8/2010.

Section A: General Requirements for Network Services

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

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

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

Section E: Modifications to Network

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

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

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

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

The County shall supply the SUA 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 SUA 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)

SUA Information Services

John Hausman, IS Network Administrator
561-656-2216 (office)
561-603-1390 (cell)

Steve Miller, EIS Supervisor
561-656-2227 (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 SUA.

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 SUA's building. The SUA 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 SUA quarterly.

SUA Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
4200 Hood Road, Palm Beach Gardens, FL 33410 (Internet 20%)	6/8/2010	50Mb	\$0	\$200	\$0	\$2,400
TOTALS			\$0	\$200	\$0	\$2,400
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – No installation charges due from SUA.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the SUA based on the County Rate Sheet for Network Services. Effective date of rate change is October 1, 2015.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – The fee was waived for this agreement by FLR on September 21, 2011.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the SUA.</p>						

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

N1. Cost Components

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

N2. Billing and Payment

The County shall submit quarterly invoices to the SUA 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 SUA 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 SUA is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the SUA. The SUA 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: Seacoast Utility Authority

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

SEACOAST UTILITY AUTHORITY

COUNTY ATTORNEY

Name, Title

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 the Seacoast Utility Authority ("SUA") tower in order to support the County WiMax projects, to identify the roles and responsibilities of the County and the SUA in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: County and SUA Responsibilities

1. The SUA shall allow the County's ISS Department to install fiber to existing SUA data room via the existing SUA manhole path.
2. The SUA shall allow the County's ISS Department access to the tower, described in Section C below, in order to place antenna(s), described in Appendix A, attached hereto, on the tower railing at approved location by SUA. The tower rail mounting will include stainless steel pipe per SUA specifications.
3. ISS shall install the antenna(s) to the tower at no cost to the SUA. The County shall pay for any and all maintenance and repair costs for the antenna(s), and the SUA 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 SUA, at its sole discretion, requests the County to do so due to interference issues with the SUA's network or interference with any other network where the provider is already located on the tower.

Section B: 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)

SUA Information Services

John Hausman, IS Network Administrator
561-656-2216 (office)
561-603-1390 (cell)

Steve Miller, EIS Supervisor
561-656-2227 (office)

Section C: Area Subject to Agreement

The terms of this Exhibit shall apply to the SUA tower located at 4200 Hood Road, Palm Beach Gardens, FL 33410. Any WiMax services required by SUA at this location will be provided by County at no charge.

Section D: Additional Antenna Placements

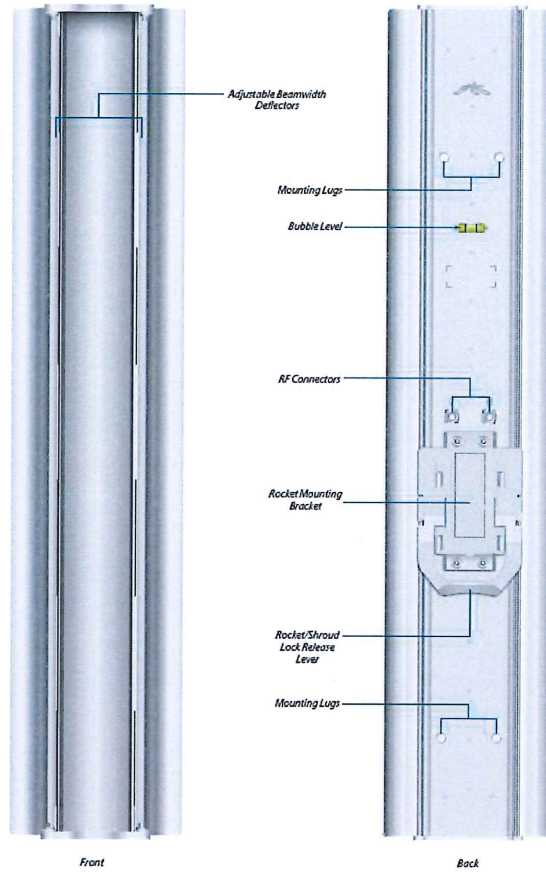
Upon mutual agreement by the parties to this Agreement, and under the same terms and conditions outlined in this Exhibit, additional antennas may be placed on other SUA towers upon review and approval by SUA. Any WiMax services required by SUA at these remote locations will be provided by County at no charge.

Section E: Insurance

This section does not apply to Antenna Placement Services.

APPENDIX A

Model: AM-V5G-Ti



Model: AM-V5G-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	60°/ 90°/ 120°
Gain (Beamwidth Dependent)	21 dBi @ 60° 20 dBi @ 90° 19 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	2°
Wind Survivability	125 mph
Wind Loading	37 lbs @ 120 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
Front-to-Back Ratio	30 dB Typical
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM5 Titanium RocketM5 GPS RocketM5
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC

Agreement with Palm Beach County and Seacoast Utility Authority

Re: Antenna Placements on the SUA Tower

Model: R5AC-Lite

Specifications

R5AC-Lite Physical / Electrical / Environmental Information	
Dimensions	162 x 84 x 37 mm (6.38 x 3.31 x 1.46")
Weight	250 g (8.81 oz)
Enclosure Characteristics	Outdoor UV Stabilized Plastic
Processor	MIPS 74Kc
Memory	128 MB DDR2 SDRAM, 16-MB NOR FLASH
Networking Interface	(1) 10/100/1000 Mbps
RF Connections	(2) RP-SMA (Waterproof)
LEDs	Power, Ethernet, (4) Signal Strength
Max. Power Consumption	8.5W
Power Supply	24V, 0.5A Gigabit PoE Adapter
Power Method	Passive PoE (Pairs 4, 5-, 7, 8 Return)
ESD/EMP Protection	± 24kV Air / Contact
Operating Temperature	-40 to 80° C (-40 to 176° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4

R5AC-Lite Software Information	
Modes	Access Point, Station
Services	Web Server, SNMP, SSH Server, Telnet, Ping Watchdog, DHCP, NAT, Bridging, Routing
Utilities	Antenna Alignment Tool, Discovery Utility, Site Survey, Ping, Traceroute, Speed Test
Distance Adjustment	Dynamic Ack and Ackless Mode
Power Adjustment	Software Adjustable UI or CLI
Security	WPA2 AES Only
QoS	Supports Packet Level Classification WMM and User Customer Level High/Medium/Low
Statistical Reporting	Up Time, Packet Errors, Data Rates, Wireless Distance, Ethernet Link Rate
Other	Remote Reset Support, Software Enabled/Disabled, VLAN Support, 256QAM, 20/40/50/60/80 MHz Channel Width Support
Ubiquiti Specific Features	50 MHz Channels, airMAX Mode, Traffic Shaping with Burst Support, Discovery Protocol, Frequency Band Offset, Ackless Mode

R5AC-Lite Compliance	
Wireless Approvals	FCC, IC, CE
RoHS Compliance	Yes

R5AC-Lite Operating Frequency							
Operating Frequency		Worldwide: 5150 - 5875 MHz USA: 5725 - 5850 MHz					
Output Power		27 dBm					
TX Power Specifications				RX Power Specifications			
Modulation	Data Rate	Avg. TX	Tolerance	Modulation	Data Rate	Sensitivity	Tolerance
802.11a	6 - 24 Mbps	27 dBm	± 2 dB	802.11a	6 - 24 Mbps	-94 dBm Min.	± 2 dB
	36 Mbps	27 dBm	± 2 dB		36 Mbps	-80 dBm	± 2 dB
	48 Mbps	26 dBm	± 2 dB		48 Mbps	-77 dBm	± 2 dB
	54 Mbps	25 dBm	± 2 dB		54 Mbps	-75 dBm	± 2 dB
802.11n ac	MCS0	27 dBm	± 2 dB	802.11n ac	MCS0	-96 dBm	± 2 dB
	MCS1	27 dBm	± 2 dB		MCS1	-95 dBm	± 2 dB
	MCS2	27 dBm	± 2 dB		MCS2	-92 dBm	± 2 dB
	MCS3	27 dBm	± 2 dB		MCS3	-90 dBm	± 2 dB
	MCS4	27 dBm	± 2 dB		MCS4	-86 dBm	± 2 dB
	MCS5	27 dBm	± 2 dB		MCS5	-83 dBm	± 2 dB
	MCS6	26 dBm	± 2 dB		MCS6	-77 dBm	± 2 dB
	MCS7	25 dBm	± 2 dB		MCS7	-74 dBm	± 2 dB
	MCS8	23 dBm	± 2 dB		MCS8	-69 dBm	± 2 dB
MCS9	22 dBm	± 2 dB	MCS9	-65 dBm	± 2 dB		



Interlocal Agreement

R2010 0020

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of JUN 08 2010, 2010, by and between the Seacoast Utility Authority, (the "SUA"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the SUA and the County have recognized the need for the SUA to connect to the County's Network ("Network") for the purpose of utilizing the County as the SUA's Internet Service Provider and 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, the County and SUA 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 the SUA utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and SUA taxpayers; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

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

WHEREAS, in recognizing these facts, the SUA and the County desire to enter into such an agreement which provides for the joint use of such Network 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 the SUA to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the SUA and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the SUA's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall become effective upon its execution by both parties.

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is a period of one 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

The SUA will be provided with a fiber connection and sufficient bandwidth capacity to meet the SUA's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The SUA shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purposes of the SUA, and all associated labor costs to connect to the SUA's facility, and the monthly Usage Fee as set forth in Exhibit "A".

Section 5 Resale of Network Services

The SUA 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 SUA facilities. The SUA shall maintain that portion of its own network which exclusively serves its facilities. The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and the SUA. The County shall provide the SUA with access to the County's Network on a best-effort basis and as otherwise provided for herein. The County agrees to share its network monitoring tools to provide the SUA's technical staff with the capability to monitor its portions of the Network, and perform local trouble shooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of the SUA, it is with the understanding that the County's responsibility extends only to the 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 the SUA'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 infrastructure to the point of the network equipment connection to the SUA's facilities. Entrance facilities at the SUA's locations from road to Demarcation Point belong to the SUA 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 SUA site. The County shall have no obligation or right to perform

maintenance or restoration on any electronics or other equipment owned by the SUA. 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 the SUA's electronics or other equipment.

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

Section 7 Service Level Agreement

Roles and responsibilities of the County and SUA 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 and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

Section 8 Network Ownership

The County shall own the Network. The SUA shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify the 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 SUA 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 9 Modifications to Network

If the SUA proposes a modification or connection of a new facility 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 the SUA require the Network to be upgraded, the SUA 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 the SUA 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 SUA 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 the SUA. However, should any equipment owned by the SUA render any harmful interference to the County Network, ISS may disconnect any or all SUA connections after informing the SUA's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the SUA 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. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section 11 Termination for Convenience

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

Section 12 Indemnification and Hold Harmless

The SUA 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. 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 the SUA and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS 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, data bases, 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 13 Damage Caused by Disasters

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the network, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the SUA 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 the SUA or the County, the owning party shall determine if the line will be repaired or replaced.

Section 14 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 15 Notice

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

Agreement Between Palm Beach County and the Seacoast Utility Authority

Re: Interconnection to the Palm Beach County Network

To: **Seacoast Utility Authority:**
Attention: Rim Bishop
Executive Director
4200 Hood Rd.
Palm Beach Gardens, FL 33410

With a copy to:

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 16 Entire Agreement

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

Section 17 Filing

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

Section 18 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 19 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 20 Binding Agreement

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

Section 21 Subject to Funding

This Agreement is subject to fiscal funding.

Section 22 Nondiscrimination

The SUA 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 23 Access and Audits

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the SUA, 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 Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 24 Signatories to the Agreement

R2010 0929

JUN 08 2010

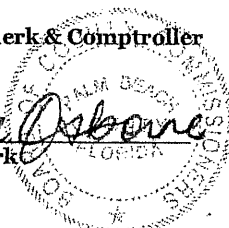
ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By:


Deputy Clerk



By:

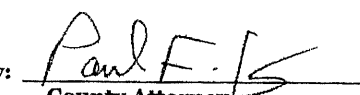

Burt Aaronson, Chairperson

(SEAL)

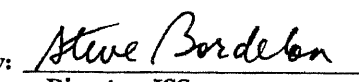
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

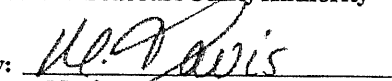

County Attorney

By:

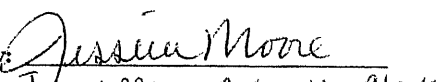

Director, ISS

ATTEST: Seacoast Utility Authority

By:


Maria Davis, Chairperson

By:


Jessica Moore, Authority Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

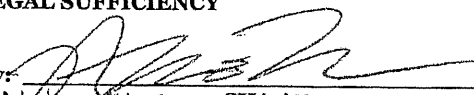

Nathan Nason, SUA Attorney

EXHIBIT A

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the SUA in carrying out the terms of the Interlocal Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, 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 the SUA if said connection affects the entire Network. However, all 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 the SUA's network (router) connection. If necessary, security may shut down the 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 maintenance;

7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the 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. SUA Responsibilities

1. All intra-building network maintenance and security of the facility;
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 SUA-owned facilities;
6. The SUA agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by SUA staff to evaluate whether the cause of any system problem is associated with factors under the control of the SUA; and
7. The SUA shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The SUA will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. The SUA may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The SUA shall be advised of the disposition of the request within thirty (30)

Agreement Between Palm Beach County and the Seacoast Utility Authority

Re: Interconnection to the Palm Beach County Network

calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the SUA. The SUA shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.

9. The SUA will provide, at its expense, the following equipment and facilities at each SUA location (if required):
 - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the SUA's site; and the SUA shall periodically monitor to ensure temperatures are within acceptable limits.
10. The SUA shall adhere to a documented plan of security stratgies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the SUA shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The SUA shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

III. Availability of the County Network Services

The County will provide the SUA 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 the SUA.

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

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

IV. Protocol for Reporting Network Service Problems

All service issues should be reported to the SUA's IT support staff. If the SUA'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 level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-6700. All service problems reported by the SUA 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 SUA is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

V. Facility Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the SUA's designee as to the time of any planned maintenance, repair, or installation work. However, the SUA 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 the SUA to report any emergency that requires access to any SUA facility. The SUA shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

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Steve Bordelon, Director of ISS:
561-355-2394 (office)
561-713-3197 (cell)

SUA Information Systems

Hours of Operation: 7:00 am to 3:30 pm
Emergency Contact Number:
John Hausman, IS Supervisor
(561)603-1390

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 Network Services provided to the SUA. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of \$700 for the initial point of connection and \$500 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date. An additional usage fee of \$100 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the SUA chooses to use the NWRDC for hosting services. The SUA may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If SUA chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided. Charges shall be assessed on a monthly basis, and the County will invoice the SUA quarterly.

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 make appropriate rate adjustments on an annual basis.

B. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist the SUA in the execution of certain Information Technology responsibilities, assuming that the SUA agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into

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the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the SUA which shall include a reference to the Agreement and identify the amounts due and payable to the County. The SUA will pay such invoices within 30 days of presentation by the County. If the SUA 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 the SUA shall be in accordance with Florida law.

ISS Service Agreements with External Agencies
(September 2015)

Municipalities

1. Boynton Beach
2. Delray Beach
3. Greenacres
4. Jacksonville
5. Juno Beach
6. Jupiter
7. Lake Worth
8. Lantana
9. Orange County
10. Palm Beach
11. Palm Beach Gardens
12. Riviera Beach
13. Village of Royal Palm Beach
14. 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. Career Source (Workforce Alliance)
6. Families First of PBC
7. Jewish Federation of Palm Beach County
8. Kravis Center
9. Lupus Foundation of America
10. Lutheran Services Florida
11. Nonprofits First
12. Prime Time
13. South Florida Fair

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