

Submitted for: Information Systems Services

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>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</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>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>	<u>(\$2,400)</u>

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No

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

*Assumes an effective date of October 1, 2015 for the First Amendment.

B. Recommended Sources of Funds / Summary of Fiscal Impact

There is no change to the total annual revenue of \$2,400 for network services in FY 2016 and succeeding years.

C. Department Fiscal Review:

Robert L. ... 11/24/15

III. REVIEW COMMENTS

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

Sherry B...
11/25 OFMB

Dr. J. ... 12/17/15
Contract Administration
Bohler 12-7-15

B. Legal Sufficiency:

Paul F. ... 12/8/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT

To the Agreement with Palm Beach County and the Seacoast Utility Authority. (R2015-1402)

THIS AMENDMENT is made and entered into _____ 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.

WHEREAS, the parties have entered into that certain Agreement **R2015-1402** dated October 6, 2015, hereinafter referred to as the “Agreement”, under which the County provided connectivity to the Palm Beach County Network and SUA provided antenna placements on their tower in support of County WiMax services, as stated in that Agreement, to the SUA. The County and the SUA wish to amend that Agreement.

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

Item #1:

Exhibit A, Section B: Responsibilities for Network Management. Add the following as the beginning of this section.

Section B: Responsibilities for Network Management

In order for the County to assist SUA with an underground fiber connectivity plan from SUA location in Palm Beach Gardens to the County’s North County Courthouse, both parties agree to the transfer of a portion of fiber ownership.

The SUA hereby transfers fiber ownership to the County starting at the SUA pull box on the north side of 117th Court North, which is defined as the SUA demarcation point for this location; and ending at the fiber termination location within Watson B. Duncan Middle School.

The County and SUA will maintain separate ownership and responsibility for network management of said fiber at SUA demarcation point as stated herein.

Should either party terminate said Agreement, the County ownership of said fiber will automatically transfer back to the SUA. The County will disconnect and pull said fiber from location within Watson B. Duncan Middle School back to the SUA pull box demarcation point.

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Paul F. [Signature]
County Attorney

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

Seacoast Utility Authority

ATTEST:

WITNESS:

By: Rim Bishop [Signature]
Rim Bishop, Executive Director

By: Dhee Gregg [Signature]
(Signature)
Bruce Gregg [Signature]
(Print Name)

R2015-1402
Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____ day of **OCT 06 2015**, 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.

Agreement with Palm Beach County and Seacoast Utility Authority

Re: Palm Beach County ISS Services

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.)

Agreement with Palm Beach County and Seacoast Utility Authority

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By:

Deputy Clerk

By:

Shelley Vana, 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)

Agreement with Palm Beach County and Seacoast Utility Authority

Re: Antenna Placements on the SUA Tower

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

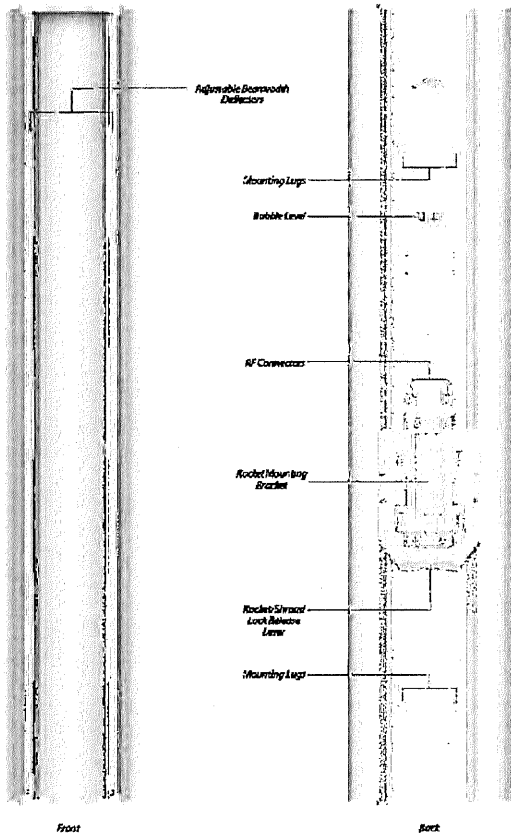
Upon mutual agreement by the parties to this Agreement, and under the same terms and conditions outlined in this Exhibit, additional antennas may be placed on other SUA towers upon review and approval by SUA. Any WiMax services required by SUA at these remote locations will be provided by County at no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

Section E: Insurance

This section does not apply to Antenna Placement Services.

APPENDIX A

Model: AM-V5G-Ti



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

Re: Antenna Placements on the SUA Tower

Specifications

Output Power				Power Spectral Density			
Specification	Frequency	Ant. Eff.	Voltage	Modulation	Freq. F.	Bandwidth	Power
902.11A	6.25dBm	27 dBm	+2 dB	902.11A	6.25dBm	27 dBm	+2 dB
	35dBm	27 dBm	+2 dB		35dBm	27 dBm	+2 dB
	38dBm	27 dBm	+2 dB		40dBm	27 dBm	+2 dB
	40dBm	27 dBm	+2 dB		44dBm	27 dBm	+2 dB
	42dBm	27 dBm	+2 dB		46dBm	27 dBm	+2 dB
	44dBm	27 dBm	+2 dB		48dBm	27 dBm	+2 dB
	46dBm	27 dBm	+2 dB		50dBm	27 dBm	+2 dB
	48dBm	27 dBm	+2 dB		52dBm	27 dBm	+2 dB
	50dBm	27 dBm	+2 dB		54dBm	27 dBm	+2 dB
	52dBm	27 dBm	+2 dB		56dBm	27 dBm	+2 dB
902.11B	6.25dBm	27 dBm	+2 dB	902.11B	6.25dBm	27 dBm	+2 dB
	35dBm	27 dBm	+2 dB		35dBm	27 dBm	+2 dB
	38dBm	27 dBm	+2 dB		40dBm	27 dBm	+2 dB
	40dBm	27 dBm	+2 dB		44dBm	27 dBm	+2 dB
	42dBm	27 dBm	+2 dB		46dBm	27 dBm	+2 dB
	44dBm	27 dBm	+2 dB		48dBm	27 dBm	+2 dB
	46dBm	27 dBm	+2 dB		50dBm	27 dBm	+2 dB
	48dBm	27 dBm	+2 dB		52dBm	27 dBm	+2 dB
	50dBm	27 dBm	+2 dB		54dBm	27 dBm	+2 dB
	52dBm	27 dBm	+2 dB		56dBm	27 dBm	+2 dB

ISS Service Agreements with External Agencies
(November 2015)

Municipalities

- | | |
|-----------------------|---------------------------------|
| 1. Atlantis* | 9. Lake Worth |
| 2. Boynton Beach | 10. Lantana |
| 3. Delray Beach | 11. Orange County |
| 4. Greenacres | 12. Palm Beach |
| 5. Jacksonville | 13. Palm Beach Gardens |
| 6. Juno Beach | 14. Riviera Beach |
| 7. Jupiter | 15. Village of Royal Palm Beach |
| 8. Lake Clarke Shores | 16. 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 | 8. Kravis Center |
| 2. ARC of Palm Beach County | 9. Lupus Foundation of America |
| 3. Boca Raton Regional Hospital | 10. Lutheran Services Florida |
| 4. Center for Family Services | 11. Max Planck Florida Corporation |
| 5. Career Source (Workforce Alliance) | 12. Nonprofits First |
| 6. Families First of PBC | 13. Prime Time |
| 7. Jewish Federation of Palm Beach County | 14. 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

* pending Board approval
