

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

**Meeting Date:** May 16, 2017 [x] 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 approve: the First Amendment to Interlocal Agreement R2013-0308, as amended, for network services with the City of Palm Beach Gardens.

**Summary:** The City of Palm Beach Gardens (City) has an existing network services Interlocal Agreement, as amended, with Palm Beach County (R2013-0308) for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This First Amendment adds two additional locations, Mirasol Park & Gardens Skate Park, via WiMax network services. In addition, the billing rates for the existing Palm Beach Gardens installations are being adjusted to reflect the current 2017 Monthly Rate Sheet for Network Services. This Amendment takes effect on June 1, 2017 and will generate revenues of \$400 per month (totaling \$1,600 for partial FY 2017), plus a one-time reimbursement for WiMax installation costs (estimated at \$12,520). The Florida LambdaRail LLC has approved connection of the City to the Florida LambdaRail. District 1 (PFK)

**Background and Justification:** In 2008, Palm Beach Gardens became the first municipality in Palm Beach County to connect to the County's fiber-optic network. Through this initial service agreement, the County provides internet service and network transport services to seven City sites. This amendment will extend these services to two additional locations.

Since 2008, the Board of County Commissioners has approved network services agreements with more than 40 government, education and non-profit organizations. These agreements provide access to the Florida LambdaRail and commodity pricing for internet access, which reduces the 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.

**Attachments:**

- 1. First Amendment with the City of Palm Beach Gardens (3 originals)
- 2. Copy of Interlocal Agreement R2013-0308, dated 3/12/2013
- 3. ISS Service Agreements with External Agencies

**Recommended by:** Steve Bordelon 4-14-2017  
Department Director Date  
**Approved by:** W. Baker 5/3/17  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<u><b>2017</b></u>	<u><b>2018</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>
Capital Expenditures	\$12,520	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$14,120)</u>	<u>(\$4,800)</u>	<u>(\$4,800)</u>	<u>(\$4,800)</u>	<u>(\$4,800)</u>
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<u><b>\$(1,600)</b></u>	<u><b>\$(4,800)</b></u>	<u><b>\$(4,800)</b></u>	<u><b>\$(4,800)</b></u>	<u><b>\$(4,800)</b></u>
<b># Additional FTE</b> Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget Yes X No    

Expenditure Budget Number: Fund 3901 Dept 491 Unit 1347 Object 4674  
 Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

\*Assumes a June 1, 2017 start date for the First Amendment.

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

The original Inter-local Agreement specified \$5,700 in FY 2017 for network services. This First Amendment adds two network WiMax service locations to the agreement and aligns billing rates of the existing network locations with the current 2017 Monthly Rate Sheet for Network Services for a net fiscal increase of \$1,600 in FY 2017 (June 2017 – September 2017) and \$4,800 for succeeding fiscal years.

C. Department Fiscal Review: *[Signature]* 4/10/17

**III. REVIEW COMMENTS**

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

*[Signature]* 4/18/17  
 OFMB *[Initials]* 4/18

*[Signature]* 4/27/17  
 Contract Administration  
 4/26/17 *[Signature]*

B. Legal Sufficiency:

*[Signature]* 4/27/17  
 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 Interlocal Agreement with Palm Beach County and  
the City of Palm Beach Gardens (R2013-0308)**

**THIS AMENDMENT** is made and entered into \_\_\_\_\_ 2017, by and between the City of Palm Beach Gardens (“City”) and Palm Beach County (“County”), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Interlocal Agreement **R2013-0308** dated March 12, 2013 hereinafter referred to as the “Agreement”, under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the City. The County and the City wish to amend that Agreement.

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

**Item #1:**

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

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

**Item #2:**

**Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. Replace the City Network Service and Billing Matrix in order to add two locations for network services, effective April 1, 2017, as follows:**

<b>City Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Total Yearly Charges <i>(excl. Install)</i></b>
10500 N Military Trail, Palm Beach Gardens, FL 33410	3/1/2009	100Mb	\$0	\$400	\$75	\$5,700
Fire Station 62	10/1/2011	10Mb	\$0	\$50	\$0	\$600
Fire Station 63	10/1/2011	10Mb	\$0	\$50	\$0	\$600

Fire Station 64	10/1/2011	10Mb	\$11,040.96	\$50	\$0	\$600
Fire Station 65	10/1/2011	10Mb	\$0	\$50	\$0	\$600
PBG Tennis Center	10/1/2011	10Mb	4,100.80	\$50	\$0	\$600
PBG Golf Course	5/1/2013	10Mb	\$10,000	\$50	\$0	\$600
Mirasol Park	4/1/2017	10Mb	\$7,185*	\$50	\$0	\$600
Gardens Skate Park	4/1/2017	10Mb	\$5,335*	\$50	\$0	\$600
<b>TOTALS</b>			<b>\$37,661.76</b>	<b>\$800</b>	<b>\$75</b>	<b>\$10,500</b>

Explanation of Charges:

Installation Charges – \* This is an estimated cost. The actual final cost for this installation will be billed to the City as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor. The previous installation costs of \$25,141.76 have been paid in full under Agreement R2013-0308 dated 3/12/2013.

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

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

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

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

(The remainder of this page intentionally left blank.)

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

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, 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

**City of Palm Beach Gardens**

By: [Signature]  
Patricia Snider, CMC, City Clerk

By: Ronald M. Ferris [Signature]  
Ronald M. Ferris, City Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: [Signature]  
for R. Max Lohman, City Attorney  
Abigail Ferraro Jerandby

Item is more than 10 pages and can be viewed in the Minutes Section.

Agenda Item #: 3U-3

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

MBIT 7-0  
R-2013-0308

Meeting Date: March 12, 2013

Consent  
 Public Hearing

Regular  
 Workshop

Htru

R-2013-0308.3

Department:

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Approve Interlocal Agreements rescinding and replacing existing Agreements, as amended for various ISS services with the following organizations: City of Delray Beach (R-2010-1446 and R-2008-1796); City of Boynton Beach (R-2010-0110); City of Palm Beach Gardens (R-2008-1937 and R-2011-1417); and the Town of Jupiter (R-2008-1938). These revisions remove non-applicable language pertaining to the fee structure referenced in the original Agreements and adjust fees applicable to the City of Palm Beach Gardens.
- B. Authorize the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to maximum total revenue of \$50,000 per Task Order.

**Summary:** The above referenced organizations have existing network service agreements with Palm Beach County. These agreements were the subject of an internal audit which determined the original agreements included an erroneous clause stating network service fees would be adjusted annually based on the ISS Cost Allocation Plan. This was some holdover language from a predecessor agreement with the Palm Beach County School District which was never intended to apply to the agreements with these four organizations. Accordingly, this language has been removed from the revised agreements. The agreements have also been revised to reference other changes as follows: additional network services to be provided for the City of Delray Beach's Digital Divide Project; expansion of network services to include the Palm Beach Gardens Golf Facility which will increase annual revenues to the County by \$1,800. No changes in fees are proposed for either Boynton Beach or Jupiter. All of the original services provided by ISS, as identified in the Background and Justification section, will continue with these new Agreements. Countywide (PKF)  
*Continued on Page 3...*

**Attachments:**

1. New Interlocal Agreement with City of Delray Beach (3 originals)
2. New Interlocal Agreement with the City of Boynton Beach (3 originals)
3. New Interlocal Agreement with the City of Palm Beach Gardens (3 originals)
4. New Interlocal Agreement with the Town of Jupiter (3 originals)

Recommended by: Steve Brudlow Department Director      3/1/2013 Date

Approved by: [Signature] Asst. County Administrator      3/4/13 Date

Monthly charge \$1,200.00  
FLR \$100.00

Re: Palm Beach County ISS Services

R2013 03 08.2

## Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of MAR 12 2013, 2013, by and between the City of Palm Beach Gardens ("Municipality") and Palm Beach County ("County") a political subdivision of the State of Florida. . This Agreement rescinds existing Interlocal Agreement R2008-1937, dated 10/21/2008, and the existing First Amendment R2011-1417, dated 09/13/2011.

### 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 Municipality and the County have recognized the need for the Municipality 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 citizen's 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 Municipality 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 Municipality for the purposes described in the attached Exhibit A.

**Section 2 Approval**

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

**Section 3 Exhibits**

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of five (5) years unless either party provides written notice of termination as set forth in Section 6 herein below or in the event either party fails to legally appropriate funds to satisfy their respective obligations under this Agreement pursuant to Section 17. This Agreement and Exhibit A may be renewed for additional five (5) year terms by mutual written agreement of the parties.

**Section 4 Term**

The term of this Agreement including Exhibit A is for a period of five (5) years unless either party provides written notice of termination as set forth in Sections 6 & 9 herein below or in the event either party fails to legally appropriate funds to satisfy their respective obligations under this Agreement pursuant to Section 17. This Agreement and Exhibit A may be renewed for additional five (5) year terms by mutual written agreement of the parties.

**Section 5 Resale of IT Services**

The Municipality 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 by providing 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**

The Municipality 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.

**Section 8 Insurance**

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

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

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

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

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

**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 may be immediately terminated at the sole discretion of the County, unless the governing bodies of both the Municipality 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:

*Agreement with Palm Beach County and the City of Palm Beach Gardens*

*Re: Palm Beach County ISS Services*

MUNICIPALITY: The City of Palm Beach Gardens  
Ron Ferris, City Manager  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410  
(Telephone: 561-799-4100)

With a copy to: The City of Palm Beach Gardens  
R. Max Lohman, City Attorney  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410  
(Telephone: 561-799-4100)

COUNTY: Robert Weisman, County Administrator  
c/o Steve Bordelon, Information Systems Services Director  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

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

**Section 12 Entire Agreement**

This Agreement represents the entire agreement between the Municipality 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 Municipality and the County and their respective successors and assigns.

**Section 13 Filing and Effective Date**

After being properly executed by both parties this Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office and the date of such filing shall be the "effective date".

**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. Written notice of a non-appropriation event shall be immediately provided to the other party.

**Section 18 Nondiscrimination**

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

**Section 19 Access and Audits**

The Municipality 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 Municipality'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 Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

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Agreement with Palm Beach County and the City of Palm Beach Gardens


Re: Palm Beach County ISS Services

R2013 0308.2  
MAR 12 2013

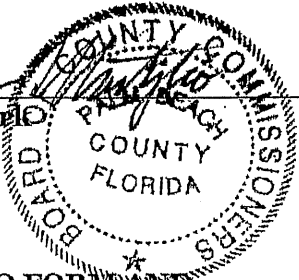
ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

By:   
Deputy Clerk

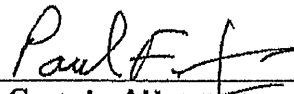
By:   
Mayor, Steven L. Abrams



(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

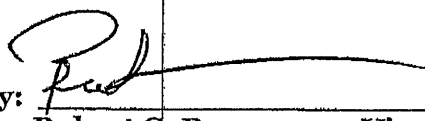
By:   
County Attorney

By:   
Steve Bordelon, Director, ISS

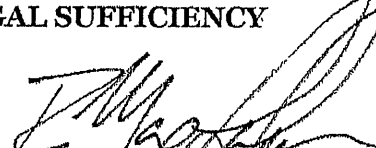
The City of Palm Beach Gardens

ATTEST:

By:   
Patricia Snider, CMC, City Clerk

By:   
Robert G. Premuroso, Vice Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
R. Max Lohman, City Attorney

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the City of Palm Beach Gardens ("Municipality") by the County through its Information Systems Services (ISS) Department, to identify the roles and responsibilities of ISS and the Municipality in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

#### **Section A: General Requirements for Network Services**

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

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

#### **Section B: Responsibilities for Network Management**

ISS 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.

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

ISS shall monitor bandwidth utilization on any network link between the County and the Municipality.

Should ISS perform repair and maintenance functions on behalf of the Municipality, it is with the understanding that ISS's responsibility extends only to the Municipality "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 Municipality's buildings or facilities connected to the County network. ISS will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Municipality demarcation point(s). Entrance facilities at Municipality owned locations from the road to demarcation point belong to the Municipality, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by ISS 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 ISS routers installed at the Municipality. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Municipality 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 ISS to perform maintenance or restoration on Municipality owned electronics or other equipment.

ISS 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. ISS shall abide by agreed upon security requirements of the Municipality. In the event that an outside contractor is needed, ISS shall select, supervise, and coordinate with the contractor to complete the repair.

**Section C: Network Equipment Ownership**

The County, as represented by ISS, shall own all of its network equipment and assets. The Municipality shall continue to maintain ownership of its current network assets. Only ISS 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 ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.



Should the Municipality 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 ISS, and vice versa.

**Section D: Network Connection**

The Municipality 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 Municipality shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the Municipality proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to ISS at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Municipality require the network to be upgraded, the Municipality 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.

ISS 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 Municipality and ISS. ISS agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Municipality or ISS 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 ISS for review and approval. The parties however agree to comply with network security provisions.

**Section F: Network Interferences**

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Municipality. However, should any equipment owned by the Municipality render any harmful interference to the County's network equipment, ISS may disconnect any or all Municipality owned network connections after informing the Municipality'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. ISS 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 Municipality 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. ISS has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section I: Description of Services**

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

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

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

*Agreement with Palm Beach County and the City of Palm Beach Gardens*

*Re: Palm Beach County Network Services*

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 ISS'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. Municipality 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 Municipality 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 Municipality technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Municipality.

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 Municipality will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Municipality 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 Municipality shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites indentified by the Municipality. The Municipality shall be responsible for all reasonable costs associated with requested changes to network services approved by ISS, which approval shall not be unreasonably withheld.
9. providing, at its expense, the following equipment and facilities at each Municipality 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 Municipality's site.  
The Municipality 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 ISS'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**

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

In the event that Network availability is documented by ISS and declared by the Municipality to be less than 99.9% for two (2) consecutive months, the Municipality 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 Municipality's IT support staff. If the Municipality's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the ISS Network Operations Center at 561-355-HELP (4357). All service problems reported by the Municipality will be recorded and tracked in ISS'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 Municipality is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

**Section L: Access for Network Service and Maintenance**

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

ISS shall supply the Municipality with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Municipality by ISS must be fingerprinted and shall be subjected to a "background check". All

of ISS's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

ISS represents that it has verified that neither ISS 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 Municipality 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)

**Municipality Information Services**

Eric Holdt, Information Technology Administrator  
(561) 799-4142 (office):  
(561) 662-7203 (cell):

**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 Municipality.

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

*Agreement with Palm Beach County and the City of Palm Beach Gardens*

*Re: Palm Beach County Network Services*

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

Municipality Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
10500 N. Military Trail, PBGDns	3/2009	Usage	\$0	\$600	\$100	\$8,400
Fire Station 62	10/1/11	Usage	n/a	\$75	n/a	\$ 900
Fire Station 63	10/1/11	Usage	n/a	\$75	n/a	\$ 900
Fire Station 64	10/1/11	Usage	\$11,040.96	\$75	n/a	\$ 900
Fire Station 65	10/1/2011	Usage	n/a	\$75	n/a	\$ 900
PGB Tennis Cntr	10/1/2011	Usage	\$ 4,100.80	\$150	n/a	\$ 1,800
PBG Golf Course	4/1/2013	Usage	\$10,000.00	\$150	n/a	\$1,800
<b>TOTALS</b>			<b>\$25,141.76</b>	<b>\$1200</b>	<b>\$100</b>	<b>\$15,600</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – The installation charges have been paid in full for all locations except the Palm Beach Gardens Golf Course – The installation charge for this location is a flat fee of \$10,000 and will be billed to the Municipality as a one-time invoice.</p> <p><u>Monthly County Charges</u> – This monthly charge consists of a flat monthly fee for each location.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Municipality to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Municipality (see <b>Sub-section N1. - Cost Components</b> below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Municipality.</p>						

ISS has received approvals from the FLR for the Municipality 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 ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments.

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Municipality which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within forty-five (45) days of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, 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 Municipality 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 Municipality is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Municipality. The Municipality agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

**Section P: Annual Review of Fees and Charges**

ISS 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.





**ISS Service Agreements with External Agencies**  
(April 2017)

**Municipalities**

- |                       |                                 |
|-----------------------|---------------------------------|
| 1. Atlantis           | 10. Lantana                     |
| 2. Boynton Beach      | 11. Orange County               |
| 3. Delray Beach       | 12. Palm Beach                  |
| 4. Greenacres         | 13. Palm Beach Gardens          |
| 5. Jacksonville       | 14. Palm Springs                |
| 6. Juno Beach         | 15. Riviera Beach               |
| 7. Jupiter            | 16. Village of Royal Palm Beach |
| 8. Lake Clarke Shores | 17. West Palm Beach             |
| 9. Lake Worth         |                                 |

**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. Lake Worth Drainage District
4. Loxahatchee River Environmental Control District
5. Seacoast Utility Authority
6. South Florida Water Management District
7. Government of U.S. Virgin Islands