

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$(6,000)</u>	<u>(\$24,000)</u>	<u>(\$24,000)</u>	<u>(\$24,000)</u>	<u>(\$24,000)</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>
<b>NET FISCAL IMPACT</b>	<b><u>(\$6,000)</u></b>	<b><u>(\$24,000)</u></b>	<b><u>(\$24,000)</u></b>	<b><u>(\$24,000)</u></b>	<b><u>(\$24,000)</u></b>

# Additional FTE

Positions (Cumulative) 0 0 0 0 0

Does this item include the use of Federal Funds? Yes    No X

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 July 1, 2018 for the First Amendment.

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

This First Amendment provides a net revenue increase of \$6,000 for FY 2018 (July – September 2018). The total net increase in revenue is \$24,000 for succeeding fiscal years.

C. Department Fiscal Review:

*Richard* 6/30/18

## III. REVIEW COMMENTS

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

*Rebecca* 6/11/18  
OFMB *2400 6/11 4 5/30 6/11*

*D. S. Jacobson* 6/11/18  
Contract Administration

B. Legal Sufficiency:

*M. L. 12* 6/12/18  
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  
Palm Beach State College (R2016-1530)**

**THIS AMENDMENT** is made and entered into \_\_\_\_\_ 2018, by and between Palm Beach State College (“PBSC”) and Palm Beach County (“County”), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Interlocal Agreement **R2016-1530** dated October 18, 2016, as amended, hereinafter referred to as the “Agreement”, under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to PBSC. The County and PBSC wish to amend that Agreement.

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

**Item #1:**

**Agreement, Section 11: Notice. Remove PBSC Section and replace with the following:**

To: Ken Libutti, CIO  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461  
(Telephone: 561-868-3239)

With a copy to: Richard Becker, VP Administration & Business Services  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461  
(Telephone: 561-868-3137)

With a copy to: Kevin Fernander, General Counsel  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461  
(Telephone: 561-868-3143)

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Item #2:

**Exhibit A, Section M: Issue Escalation Contacts. Remove entire Section and replace with the following:**

**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)

Archie Satchell, Deputy Director of ISS  
561-355-3275 (office)  
772-979-6607 (cell)

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

**PBSC Information Services**

Marion Sanders, Senior Telecomm Analyst  
561-868-3722 (office)  
561-248-2309 (cell)

Eric Montagnino, Director of Technology Infrastructure  
561-868-3258 (office)  
561-972-8004 (cell)

Item #3:

**Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To modify bandwidths and monthly rates, effective July 1, 2018 and replace the billing matrix with the following:**

PBSC Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges <i>(excl. Install)</i>
PBSC Central 4200 Congress Avenue, Lake Worth, FL 33461	8/15/2010	4Gb	\$0	\$1,500	N/A	\$18,000
PBSC North 3160 PGA Boulevard, Palm Beach Gardens, FL 33410	8/15/2010	1Gb	\$0	\$1,000	N/A	\$12,000

PBSC South 3000 Saint Lucie Ave, Boca Raton, FL 33431	9/15/2010	1Gb	\$0	\$200	N/A	\$2,400
PBSC West 1977 College Drive, Belle Glade, FL 33430	12/3/2010	Pass Thru	\$0	ASE Rates*	N/A	Variable**
Institute of Excellence in Early Care and Education (Dreyfoos Campus) 812 Fern Street, West Palm Beach, FL 33401	2/1/2011	1Gb	\$0	\$200	N/A	\$2,400
Dennis P. Gallon Campus at Loxahatchee Groves 15845 Southern Blvd Loxahatchee, FL 33470	2/1/2017	1Gb	\$12,406.05	\$1,000	N/A	\$12,000
<b>TOTALS</b>			<b>\$12,406.05</b>	<b>\$3,900*</b>	<b>\$0</b>	<b>\$46,800**</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is a billable cost. The work has been completed and PBSC paid in full the amount of \$12,406.05 under R2016-1530, dated October 18, 2016.</p> <p>*<u>Monthly County Charges</u> – The monthly charge paid by PBSC for Network Services will vary monthly based on ASE rates for the West location.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – PBSC has separate affiliated agreement with FLR, no FLR fees are due by PBSC.</p> <p>**<u>Yearly Charges</u> – The total annual recurring charges paid by PBSC, excluding installation charges, will vary annually based on the ASE rates for the West location.</p>						

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 rest of this page left blank intentionally)

Dr.

*Agreement with Palm Beach County and the Palm Beach State College*

*Re: Palm Beach County ISS Services*

## **Interlocal Agreement**

R2016-1530

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of OCT 18 2016, 2016, by and between the Palm Beach State College ("PBSC") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2010-0650, dated 4/20/2010; as amended by R2010-1724, R2012-0513, R2015-0337, R2015-0933 and R2015-1836.

### **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**, PBSC and the County have recognized the need for PBSC 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, PBSC 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 PBSC for the purposes described in the attached Exhibit A.

**Section 2    Approval**

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

**Section 3    Exhibits**

The attached Exhibit A made a part hereof, delineate the services to be provided to PBSC by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and PBSC in this regard, and set forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

**Section 4    Term**

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

**Section 5    Resale of IT Services**

PBSC 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**

PBSC 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 exceeds 50% of the original installation costs, this Agreement is automatically terminated at the sole discretion of the

County, unless the governing bodies of both PBSC 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:                      Michael Merker, Acting CIO  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461  
(Telephone: 561-868-3239)

With a copy to:      Richard Becker, VP Administration & Business Services  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461  
(Telephone: 561-868-3137)

With a copy to:      Kevin Fernander, General Counsel  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461

(Telephone: 561-868-3143)

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, 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 PBSC 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 PBSC 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**

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

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

**Section 21   Regulations, Licensing Requirements**

PBSC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSC is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Palm Beach State College

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:

Deputy Clerk

Palm Beach County, By Its  
Board of County Commissioners

By:

Mary Lou Berger, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:

County Attorney

By:

Steve Bordelon, Director, ISS

PALM BEACH STATE COLLEGE

ATTEST:

WITNESS:

By:

Richard A. Becker, VP  
Administration & Business Services

By:

Michael Merker, Acting CIO

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

Kevin Fernander, 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 Palm Beach State College ("PBSC") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and PBSC 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 4/20/2010.

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

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

The County shall provide PBSC 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 PBSC owned facilities. PBSC 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 PBSC.

Should the County perform repair and maintenance functions on behalf of PBSC, it is with the understanding that the County's responsibility extends only to PBSC "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 PBSC'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 PBSC demarcation point(s). Entrance facilities at PBSC owned locations from the road to demarcation point belong to PBSC, 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 PBSC. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by PBSC 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 PBSC 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 PBSC. 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. PBSC 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 PBSC 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**

PBSC will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. PBSC shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

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

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

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;

PBSC will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from PBSC owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. PBSC 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 PBSC. PBSC 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 PBSC 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 PBSC's site.  
PBSC 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 PBSC 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 PBSC.

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

The County will monitor PBSC 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.

**Section K: Protocol for Reporting Network Service Problems**

All service issues should first be reported to PBSC's IT support staff. If PBSC'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 PBSC 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 PBSC 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 PBSC designee as to the time of any planned maintenance, repair, or installation work. However, PBSC 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 PBSC to report any emergency that requires access to any PBSC owned facility. PBSC shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply PBSC 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 PBSC 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)

**PBSC Information Services**

Eric Montagnino, Network Design Support Manager  
561-868-3258 (office)  
561-972-8004 (cell)

Michael Merker, Technology Infrastructure Director  
561-868-3252 (office)  
561-309-6494 (cell)

Marion Sanders, Senior Telecomm Analyst  
561-868-3722 (office)  
561-248-2309 (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 PBSC.

The County will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at PBSC's building. PBSC will be responsible

*Agreement with Palm Beach County and the Palm Beach State College*  
*Re: Palm Beach County Network Services*

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 PBSC quarterly.

PBSC Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
PBSC Central 4200 Congress Avenue, Lake Worth, FL 33461	8/15/2010	1Gb	\$0	\$700	\$0	\$8,400
PBSC North 3160 PGA Boulevard, Palm Beach Gardens, FL 33410	8/15/2010	250Mb	\$0	\$500	\$0	\$6,000
PBSC South 3000 Saint Lucie Ave, Boca Raton, FL 33431	9/15/2010	100Mb	\$0	\$200	\$0	\$2,400
PBSC West 1977 College Drive, Belle Glade, FL 33430	12/3/2010	Usage	\$0	Metro-E Rates*	\$0	Variable**
Institute of Excellence in Early Care and Education (Dreyfoos Campus) 812 Fern Street, West Palm Beach, FL 33401	2/1/2011	Usage	\$0	\$50/Mb* (NTE \$250)	\$0	Variable**
Dennis P. Gallon Campus at Loxahatchee Groves 15845 Southern Blvd Loxahatchee, FL 33470	11/1/2016	1Gb	\$10,395.25	\$500	\$0	\$6,000
TOTALS			\$10,395.25	\$1,900*	\$0	\$22,800**
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to PBSC 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.</p> <p>* <u>Monthly County Charges</u> – The monthly charge paid by PBSC for Network Services will vary monthly based on Usage bandwidth reports from Metro-E for the West campus; and Usage bandwidth reports from the County for Institute of Excellence campus with a not to exceed amount of \$250/month.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – PBSC has a separate affiliated agreement with FLR, no FLR fees due from PBSC.</p> <p>** <u>Yearly Charges</u> – The total annual recurring charges paid by PBSC, excluding installation charges, will vary annually based on the Usage reports from Metro-E for West campus; and Usage reports from the County for Institute of Excellence campus.</p>						

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

**N1. Omitted**

**N2. Billing and Payment**

The County shall submit quarterly invoices to PBSC 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 PBSC 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. PBSC is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by PBSC. PBSC 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: Palm Beach State College

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

PALM BEACH STATE COLLEGE

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
Name, Title

**ISS Service Agreements with External Agencies as of April 4, 2018**  
**47 Agreements**  
**42 Network Connections**

**Municipalities**

- |  |   |
|--|---|
| 1. Atlantis                                | 10. Lantana   |
| 2. Boynton Beach                           | 11. Orange County   |
| 3. Delray Beach                            | 12. Palm Beach (Network, Scanning)                              |
| 4. Greenacres                              | 13. Palm Beach Gardens  |
| 5. Jacksonville (not connected to Network) | 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 (Network, Digital Divide, Pole ATT & Power) |
| 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. ARC of Palm Beach County               | 7. Kravis Center                   |
| 2. Boca Raton Regional Hospital           | 8. Lupus Foundation of America     |
| 3. Center for Family Services             | 9. Lutheran Services Florida       |
| 4. Career Source (Workforce Alliance)     | 10. Max Planck Florida Corporation |
| 5. Families First of PBC                  | 11. Nonprofits First               |
| 6. Jewish Federation of Palm Beach County | 12. Prime Time                     |
|   | 13. 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 (not connected to Network)*
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