

Submitted for: Information Systems Services

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	\$17,351	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$19,001)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</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>(\$1,650)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</u>	<u>(\$9,900)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No

Does this item include the use of federal funds? Yes No X

Expenditure Budget Number: Fund 3901 Dept 491 Unit 1346 Object 4674
Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes an August 1, 2018 start date for the Interlocal Agreement.

B. Recommended Sources of Funds / Summary of Fiscal Impact

The original Interlocal Agreement, as amended, contracted for \$10,500 in annual revenue. This replacement Interlocal Agreement will generate \$1,650 in revenue for FY 2018 (August – September 2018). The total annual revenue will be \$9,900 for succeeding fiscal years.

C. Department Fiscal Review:

[Signature] 6/17/18 *[Signature]* 6/10/18

III. REVIEW COMMENTS

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

[Signature] 6/14/18 OFMB *[Signature]* 6/12/18 Contract Administration
[Signature] 6/13

B. Legal Sufficiency:

[Signature] 6/20/18
Assistant County Attorney

C. Other Department Review:

Department Director

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

Agreement with Palm Beach County and City of Palm Beach Gardens
Re: Palm Beach County ISS Services

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2018, by and between the City of Palm Beach Gardens (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreement R2013-0308.2, dated 3/12/2013 and First Amendment R2017-0656, dated 5/16/2017.

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 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 LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

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Re: Palm Beach County ISS Services

Section 2 Approval

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

Section 3 Exhibits

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

Section 4 Term

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

Section 5 Resale of IT Services

The LOCAL GOVERNMENT 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

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for cause upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

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Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or the acts or omissions of the LOCAL GOVERNMENT. 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 LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

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Section 10 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: 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)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services CIO
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 11 Entire Agreement

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

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Section 12 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 13 Binding Agreement

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

Section 14 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 15 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. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 16 Audits and Public Records

LOCAL GOVERNMENT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, LOCAL GOVERNMENT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The

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COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Section 17 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 LOCAL GOVERNMENT, 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 18 Regulations, Licensing Requirements

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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.

Section 19 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 20 No Agency

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

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Section 21 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

Section 22 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23 Waiver

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 24 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 26 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

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Re: Palm Beach County ISS Services

Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

(The remainder of this page intentionally left blank.)

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Re: Palm Beach County ISS Services

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.



ATTEST:

Sharon R. Bock, Clerk & Comptroller	Palm Beach County, By Its Board of County Commissioners
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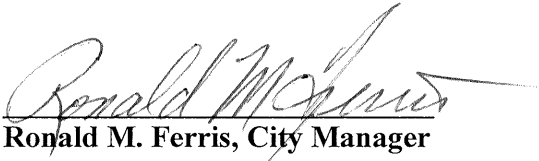
By: _____ Deputy Clerk	By: _____ Melissa McKinlay, Mayor
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(SEAL)

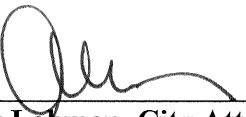
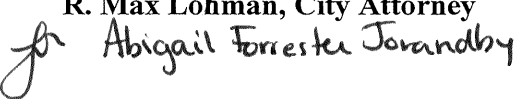
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
------------------------------------------------------	------------------------------------------------

By:  _____ County Attorney	By:  _____ Steve Bordelon, CIO, ISS
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The City of Palm Beach Gardens

By:  _____ Patricia Snider, CMC, City Clerk	By:  _____ Ronald M. Ferris, City Manager
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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
R. Max Lohman, City Attorney
 Abigail Forrester Torandby

Agreement with Palm Beach County and the City of Palm Beach Gardens
Re: Palm Beach County Network Services

EXHIBIT A

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT 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 the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which

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defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, 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 LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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.

Agreement with Palm Beach County and the City of Palm Beach Gardens
Re: Palm Beach County Network Services

Section D: Network Connection

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. However, should any equipment owned by the

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LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT network router connection;

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;

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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. LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.

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

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within

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thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-

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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 LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized 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

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convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT 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)

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

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

LOCAL GOVERNMENT Information Services

Eric Holdt, Information Technology Administrator
561-799-4142 (office)
561-662-7203 (cell)
eholdt@pbgfl.com

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 LOCAL GOVERNMENT.

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 LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT quarterly.

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LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Total Yearly Charges <i>(excl. Install)</i>
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 to 3/31/2019	10Mb	4,100.80	\$50	\$0	\$600
PBG Tennis Center (New)	4/1/2019	10Mb	\$17,351.00*			
PBG Golf Course	5/1/2013	10Mb	\$10,000	\$50	\$0	\$600
Gardens Skate Park	4/1/2017	10Mb	\$5,335	\$50	\$0	\$600
TOTALS			\$47,827.76	\$750	\$75	\$9,900
Explanation of Charges: <u>Installation Charges</u> – * This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT 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 \$30,476.76 have been paid in full under Agreement R2013-0308.2 dated 3/12/2013 and First Amendment R2017-0656 dated 5/16/2017. <u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services. <u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT (see Sub-section N1. - Cost Components below). <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.						

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the 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 and the

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

Re: Palm Beach County Network Services

County receives notice of that 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 LOCAL GOVERNMENT 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 CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT 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: **City of Palm Beach Gardens**

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

CITY OF PALM BEACH GARDENS

COUNTY ATTORNEY

Name, Title

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

Agenda Item #: 3U-4

SA / MB 60
DK als
R-2017-0656

Meeting Date: May 16, 2017

☒ 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

Department Director

4-14-2017

Date

Approved by:

W. Baker

County Administrator

5/3/17

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</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)	<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>\$(1,600)</u>	<u>\$(4,800)</u>	<u>\$(4,800)</u>	<u>\$(4,800)</u>	<u>\$(4,800)</u>

# Additional FTE					
Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current 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:

III. REVIEW COMMENTS

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

OFMB 4/18/17

Dr. J. Jacobson 4/27/17
Contract Administration
4/26/17 JR

B. Legal Sufficiency:

Paul F. [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.

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

Department:

Submitted by: Information Systems Services (ISS)

Submitted for: Information Systems Services (ISS)

Hrru
R-2013-0308.3

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 Bradelon
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 0308.2
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, 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 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.

(The rest of this page is intentionally left blank)

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

Re: Palm Beach County ISS Services

R2013 0308.2
MAR 12 2013

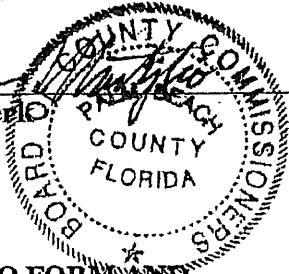
ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By:

Deputy Clerk



(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Mayor, Steven L Abrams

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.

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

Re: Palm Beach County Network Services

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.

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

Re: Palm Beach County Network Services

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 identified 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
TOTALS			\$25,141.76	\$1200	\$100	\$15,600
<p>Explanation of Charges:</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 Sub-section N1. - Cost Components 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

R2017-0656

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 MAY 16 2017 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:

City Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Total Yearly Charges (excl. Install)
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
TOTALS			\$37,661.76	\$800	\$75	\$10,500

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.

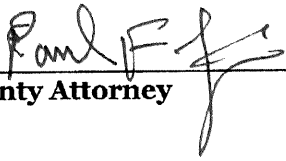
ATTEST:

Sharon R. Bock, Clerk & Comptroller


By: 
Deputy Clerk

(SEAL)

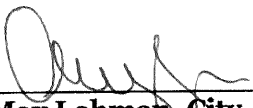
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

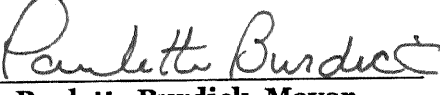
City of Palm Beach Gardens

By: 
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: 
for **R. Max Lohman, City Attorney**
Abigail Forrester-Jorandby

R2017 40656
Palm Beach County, By Its **MAY 16 2017**
Board of County Commissioners

By: 
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Steve Bordelon, Director, ISS

By: 
Ronald M. Ferris, City Manager



Joseph A. Lazor, CGEIT, CISM, ITIL v⁽³⁾ F
Chief Executive Officer
Joseph.lazor@flrnet.org

May 22, 2018

Mr. Michael Butler
Director of Network Services, Palm Beach County
West Palm Beach, FL 33401

Subject: Authorized Use of the Palm Beach County Network as a Florida LambdaRail Associate

Dear Mike,

In accordance with the provisions provided for in the connection agreement R-2014-0851, effective June 3, 2014, Florida LambdaRail and Palm Beach County (the parties) both understand and agree that the Associate (Palm Beach County) will utilize its connection to provide connectivity to the FLR network.

As an Associate, Palm Beach County, shall be authorized to provide connectivity to the FLR network, through its fiber network to any of the municipalities incorporated within Palm Beach County or any other person or entity (hereinafter referred to as "Third Party Connections") which meet the criteria for non-equity participants in FLR. Such criteria being that a potential non-equity participant must meet one of the following condition: (i) the potential participant is an educational institution (i.e. private, non-profit educational institution, Florida public university, community college, for profit college, or public/private school; (ii) the potential participant is in collaboration with other FLR non-profit participants in support of research education or 21st century economy initiatives; (iii) the potential participant is teaming with an Equity Partner or Affiliate in research or 21st century economy initiatives; (iv) the potential participant facilitates connecting other State of Florida government entities that do not conflict with the purpose of FLR; (v) providing such service does not jeopardize FLR's not for profit status and have been approved by FLR.

Please accept this letter as authorization for Palm Beach County (an FLR Associate) to connect the City of Palm Beach Gardens to the FLR network.

Respectfully,

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail

Florida LambdaRail, LLC
1607 Village Square Boulevard, Suite 4, Tallahassee, FL 32309
Phone 850.385.0041; Fax 850.385.0379; URL www.flrnet.org

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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