

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

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<b>Meeting Date:</b> August 14, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Workshop

**Department:**

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

**Submitted for:** Information Systems Services

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

- A. Rescind** the Interlocal Agreement R2009-0247, dated 2/3/2009;
- B. Approve** the replacement Interlocal Agreement for network services with the Village of Wellington for an annual revenue of \$4,500; and
- C. Authorize** the County Administrator or designee to approve and execute Task Orders associated with these services, up to a maximum dollar value of \$50,000 per Task Order.


**Summary:** The Village of Wellington has an existing Interlocal Agreement with Palm Beach County (R2009-0247) for network services; however, no services were ever activated under this agreement. The County recommends rescinding that agreement and replacing it with a new agreement for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This revised agreement includes updated contract terms to provide network services and internet access to the Village of Wellington Village Hall location and will generate \$4,500 in annual revenues to the County. The Florida LambdaRail LLC has approved connection of the Village to the Florida LambdaRail network. District 6 (DB)

**Background and Justification:** 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 4.

**Attachments:**

- 1. Interlocal Agreement with Village of Wellington (3 originals)
  - 2. Copy of Interlocal Agreement R2009-0247, dated 2/3/2009
  - 3. Agreement with Florida LambdaRail LLC for the connection of the Village of Wellington to the Florida LambdaRail network
  - 4. ISS Service Agreements with External Agencies
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<b>Recommended by:</b>	<u>Steve Bordelon</u>	<u>7-23-18</u>
	Department Director	Date
<b>Approved by:</b>	<u></u>	<u>8/16/18</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$375)	(\$4,500)	(\$4,500)	(\$4,500)	(\$4,500)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	(\$375)	(\$4,500)	(\$4,500)	(\$4,500)	(\$4,500)
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No   

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

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

\*Assumes a September 1, 2018 start date for the Interlocal Agreement.

B. Recommended Sources of Funds / Summary of Fiscal Impact

The original Interlocal Agreement contracted for \$8,400 annual revenue. No services were ever completed or billed for under that agreement. This replacement Interlocal Agreement will generate \$375 in revenue for FY 2018 (September 2018). The total annual projected revenue will be \$4,500 for succeeding fiscal years.

C. Department Fiscal Review: Pat Chas 7/23/18

III. REVIEW COMMENTS

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

7/24/18 7/25/18 8/7/18 8/9/18  
OFMB Contract Administration

B. Legal Sufficiency:

8/9/18  
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 the Village of Wellington*  
*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 Village of Wellington (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2009-0247, dated February 3, 2009.

**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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**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 COUNTY, which consent shall not be unreasonably withheld.

**Section 6      Termination**

Either party may terminate this Agreement for lack of funding, cause or convenience upon sixty (60) days' notice to the other party.

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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 to 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:                      Village of Wellington  
                             Paul Schofield, Village Manager  
                             12300 Forest Hill Blvd  
                             Wellington, FL 33414  
                             (Telephone: 561-753-2536)

With a copy to:       Laurie S. Cohen, Village Attorney  
                             12300 Forest Hill Blvd  
                             Wellington, FL 33414  
                             (Telephone: 561-753-2499)

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, 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 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**

Each party will comply with its obligations pursuant to Chapter 119, F.S. Each party has the right, upon reasonable request and during normal business hours, to inspect, examine or copy records relating to this Agreement that are maintained by the other party pursuant to Chapter 119, F.S.

**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,

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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.

**Section 21    No Assignability**

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



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**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 provision of this Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver; 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 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

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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

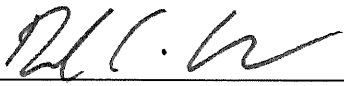
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

(SEAL)

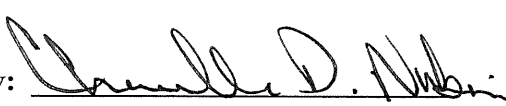
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
County Attorney

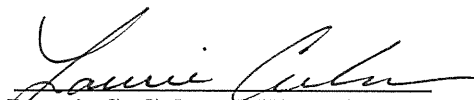
By:   
Steve Bordelon, CIO, ISS

Village of Wellington

By:   
Chevelle D. Nubin, MMC, Village Clerk

By:   
Anne Gerwig, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Laurie S. Cohen, Village Attorney

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**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.

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**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**

Wellington Help Desk 561-753-2518

William Silliman, CIO  
561-753-5265 (office)  
wsilliman@wellingtonfl.gov

Dan Johnson, IT Manager  
561-753-5258 (office)  
djohnson@wellingtonfl.gov

**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".

*Agreement with Palm Beach County and the Village of Wellington*  
*Re: Palm Beach County Network Services*

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.

LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges <i>(excl. Install)</i>
Village Hall	6/1/2018	100Mb	\$0	\$300	\$75	\$4,500
<b>TOTALS</b>			<b>\$0</b>	<b>\$300</b>	<b>\$75</b>	<b>\$4,500</b>
<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 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.</p> <p><u>Monthly COUNTY Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><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 <b>Sub-section N1. - Cost Components</b> below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

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 County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

*Agreement with Palm Beach County and the Village of Wellington*  
*Re: Palm Beach County Network Services*

**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: **Village of Wellington**

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

VILLAGE OF WELLINGTON

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

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

Agenda Item #: 3.U.1.

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

*M/A 6-0  
R-2009-0247*

Meeting Date: February 3, 2009

[X] Consent      [ ] Regular  
[ ] Public Hearing    [ ] Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

an Interlocal Agreement with the Village of Wellington to connect to the Palm Beach County Wide Area Network at an annual cost of \$8,400 for the initial point of connection, for an initial term of one year, with automatic one year renewals unless notice given by either party.

**Summary:** The Information Systems Services (ISS) Department has negotiated the proposed Interlocal Agreement with the Village of Wellington. Both organizations desires to connect to the County's Network which provides access to the Florida LambdaRail. This interconnection will enable Wellington to connect to the County's Network and thereby also gain access to the Florida LambdaRail network. This will provide greater bandwidth for Internet access and disaster recovery programs while reducing the Village of Wellington's overall network costs. Wellington agrees to pay the County \$8,400 annually as the initial connection fee to access the Palm Beach County network. Per Exhibit A of the Interlocal Agreements, fees for additional connections are set at \$6,000 annually per connection. District 6 (PK)

**Background and Justification:** This inter-local agreement will enable the Village of Wellington to join Palm Beach Gardens and Jupiter as the first municipalities to take advantage of the County's recent interconnection to the Florida LambdaRail, LLC. ISS is currently in discussions with other municipalities and we anticipate that additional public sector agencies will soon share the County's network resources.

The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state universities and is jointly owned by these same universities, including Florida Atlantic University.

On April 15, 2008, the Board of County Commissioners approved the execution of a contract between Palm Beach County and the Florida LambdaRail, LLC (Agenda Item # 3.U.1.). The County utilizes this connection to provide faster broadband services for Internet access. The LambdaRail connection also enables ISS to reduce annual operating costs for Internet connectivity by approximately \$29,700 per year. The LambdaRail also facilitates disaster recovery and expanded access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other public sector agencies interested in linking to the LambdaRail. Palm Beach County is the first local government to connect to the LambdaRail and our contract enables the County to serve as a re-seller of network access to the LambdaRail.

Continued on page 3...

**Attachment:**

1. Interlocal Agreement with the Village of Wellington, FL (2 originals)
2. Resolution of the Village Council of the Village of Wellington, FL

Recommended by:

*Steve Bordelon*  
Department Director

*1/14/09*  
Date

Approved by:

*[Signature]*  
County Administrator

*1/15/09*  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	\$	—	—	—	—
Operating Costs	\$ 600*	\$1,200	\$1,200	\$1,200	\$1,200
External Revenues	(\$4,200**)	(\$8,400)	(\$8,400)	(\$8,400)	(\$8,400)
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	(\$3,600)	(\$7,200)	(\$7,200)	(\$7,200)	(\$7,200)
# ADDITIONAL FTE POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes      No X

REVENUE

5020

490

1300

Budget Account No.: Fund      Department      Unit      Object     

Reporting Category     

RW SOWED 6999

Pa

\* Assumes an April 1, 2009 connection date.

\*\*Per Attachment A of the Interlocal Agreement, each additional connection activated for the municipalities will be charged at the rate of \$500 per month (\$6,000 annually) with no (\$0) corresponding increase in cost to the County.

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

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jan Paul 1-12-09  
OFMB  
WD  
1/12/09  
CN  
1/19/09

Jan F. Jones 1/13/09  
Contract Dev and Control  
6 Jan 11/13/09

### B. Legal Sufficiency:

Paul F. Jones 1/13/09  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

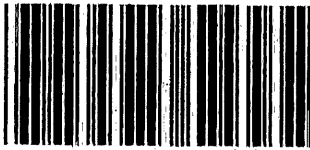
**Background and Justification (continued from page 1)**

Faster Internet response time, access to offsite (backup) computing facilities, and a lower cost of service provide strong incentives for other cities to join the County's network, especially after the precedent established through the initial Interlocal Agreements with the City of Palm Beach Gardens, the Town of Jupiter, and the Village of Wellington. ISS is currently in active discussions with the cities of West Palm Beach, Delray Beach, Boynton Beach, Palm Springs, and Royal Palm Beach.

This example of intergovernmental sharing of public sector resources results in benefits for all parties. Joint use of network resources and cost sharing among the user organizations will reduce the overall costs of network services while offering greater bandwidth for network applications.



**Document Type**



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**R-number**

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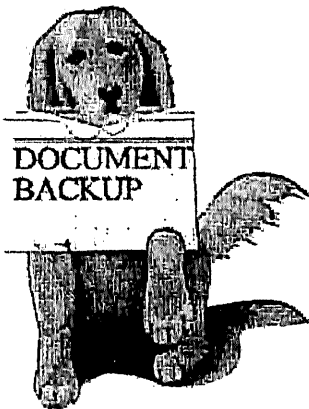


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\* P B C R D O \*



R2009.0247  
**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of FEB 03 2009, 2008, by and between The Village of Wellington, Florida, (the "Village"), and Palm Beach County (the "County").

**WITNESSES THAT:**

**WHEREAS**, the Village and the County have recognized the need for the Village to connect to the County's Network ("Network") for the purpose of utilizing the County as the Village's Internet Service Provider and to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

**WHEREAS**, the County and Village have demonstrated needs for Network connectivity, and both parties are supported by local tax dollars, are stewards of public funds, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Village utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Municipal taxpayers; and

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

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

**WHEREAS**, in recognizing these facts, the Village and the County desire to enter into such an agreement which provides for the joint use of such Network and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

## **AGREEMENT**

### **Section 1    Purpose**

The purpose of this Agreement is to interconnect the Village to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the Village of Wellington and other third parties who enter into appropriate licensing agreements with the County.

### **Section 2    Approval**

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

### **Section 3    Term**

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 13 herein.

### **Section 4    Network Connection**

The Village will be provided with a fiber connection and sufficient bandwidth capacity to meet the Village's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Village shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purposes of the Village, and all associated labor costs to connect to the Village's facility. Additionally, the Village shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".

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**Section 5    Resale of Network Services**

The Village shall not share or resell any portion of the County's network or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 6    County's Responsibilities for Network Management**

The County shall be responsible for the routine, day-to-day management of the County Network. Each party shall be responsible for day-to-day administration of the Network routes which they individually own.

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

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

Should the County perform repair and maintenance functions on behalf of the Village, it is with the understanding that the County's responsibility extends only to the demarcation point.

The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Village's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Village's facilities. Entrance facilities at the Village's locations from road to Demarcation Point belong to the Village whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and the County routers installed at each Village site. The County shall have no obligation or right to perform

maintenance or restoration on any electronics or other equipment owned by the Village. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on the VILLAGE's electronics or other equipment.

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

#### **Section 7    Service Level Agreement**

Roles and responsibilities of the County and Village are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

#### **Section 8    Network Ownership**

The County shall own the Network. The Village shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify the Network components. Furthermore, any and all technological changes relative to the Network will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should the Village receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

#### **Section 9    Modifications to Network**

If the Village proposes a modification or connection of a new facility to the Network, it shall notify and submit any applicable construction documents to the County at least 30 calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Village require the Network to be upgraded, the Village shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Village 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 Village or the County enters into a contract with an outside contractor for Network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the Network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Network must be communicated in writing to the County for review and approval. The parties however agree to comply with Network security provisions.

#### **Section 10   Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Village. However, should any equipment owned by the Village render any harmful interference to the County Network, ISS may disconnect any or all Village connections after informing the Village's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Village facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

#### **Section 11   Termination for Convenience**

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

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**Section 12    Indemnification and Hold Harmless**

The Village and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees; and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Village and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, data bases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section 13    Damage Caused by Disasters**

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the line, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Village and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the Village or the County, the owning party shall determine if the line will be repaired or replaced.

**Section 14   Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

**Section 15   Notice**

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

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*Agreement Between Palm Beach County and the Village of Wellington*

*Re: Interconnection to the Palm Beach County Network*

To: **Municipality:** Village of Wellington  
**Attention:** Village Manager  
210 Military Trail  
Wellington, Florida 33458

With a copy to: Village Attorney  
Village of Wellington  
210 Military Trail  
Wellington, Florida 33458

With a copy to: Director, Information Systems  
Village of Wellington  
210 Military Trail  
Wellington, Florida 33458

To: **COUNTY:** Robert Weisman, County Administrator  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: 561-355-2712

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

**Section 16 Entire Agreement**

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

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**Section 17    Filing**

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

**Section 18    Participation**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

**Section 19    Venue for Dispute Resolution**

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

**Section 20    Binding Agreement**

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

**Section 21    Subject to Funding**

This Agreement is subject to fiscal funding out.

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FEB 03 2009

Section 22 Signatories to the Agreement

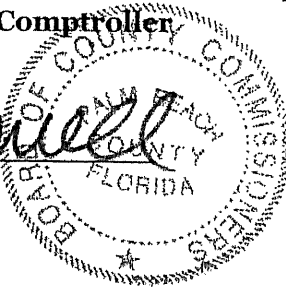
ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By:

Mary Powell  
Deputy Clerk



By:

John F. Koons  
~~John F. Koons, Chairman~~  
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:

Paul F. J.  
County Attorney

By:

Steve Bordelon  
Director, ISS

ATTEST:

The Village of Wellington  
PALM BEACH COUNTY

By:

Awilda Rodriguez  
Awilda Rodriguez, Village Clerk

By:

Darell Bowen  
Darell Bowen, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

Jeffrey S. Kutz  
~~Robert Rosillo, Asst. Village Attorney~~  
Jeffrey S. Kutz

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**EXHIBIT A**

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

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Village in carrying out the terms of the Interlocal Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

**I. Annual Planning and Service Level Agreement Review**

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of network services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

Connection to the Network must be approved by both the County and the Village if said connection affects the entire Network. However, all connections must meet the agreed-upon technical specifications.

**II. Description of Services**

**A. Baseline services from ISS will include:**

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds the Village's network (router) connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses;
3. Network Design;
4. Acquisition and management of Network assets;
5. Installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment maintenance;

7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

**B. Village Responsibilities**

1. All intra-building network maintenance and security of the facility;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for Village-owned facilities;
6. The Village agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by Village staff to evaluate whether the cause of any system problem is associated with factors under the control of the Village; and
7. The Village shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Village will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. The Village may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Village shall be advised of the disposition of the request within thirty (30)

*Agreement Between Palm Beach County and the Village of Wellington*

*Re: Interconnection to the Palm Beach County Network*

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

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

### **III. Availability of the County Network Services**

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

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

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

### **IV. Protocol for Reporting Network Service Problems**

All service issues should be reported to the Village's IT support staff. If the Village's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (355-4357). All service problems reported by the Village 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 Village is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**V. Facility Access for Network Service and Maintenance**

The County shall coordinate with and obtain prior written approval from the Village's designee as to the time of any planned maintenance, repair, or installation work. However, the Village shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility.

On weekends, holidays, or after normal business hours, the County's representative shall call the Village to report any emergency that requires access to any Village facility. The Village shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

The County shall supply the Village with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Village must be fingerprinted and shall be subjected to a "background check". All of the County's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

The County represents that it has verified, prior to entering into this Agreement, that neither the County or County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to the Village facilities under the Agreement.

**VI. Problem Escalation Contacts:**

Palm Beach County ISS

Palm Beach County 24x7 Help Desk: 561-355-4357

Mike Butler, Director of ISS Network Services:

561-355-4601 (office)

561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS Operations:

561-355-3956 (office)

561-722-3349 (cell)



*Agreement Between Palm Beach County and the Village of Wellington*

*Re: Interconnection to the Palm Beach County Network*

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

Village of Wellington Information Systems

Milton Smith, Network Administrator  
561-753-2583 (office)

Levi Stringer, IT Manager  
561-753-2585 (office)  
407-758-9684 (cell)

Tom Amburgey, CIO  
561-753-2586 (office)  
561-324-4271 (cell)

**VII. Fees and Charges for Network Connectivity and Related Services**

One of the goals of this Agreement is to establish the lowest competitive pricing for the County Network Services provided to the Village. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of \$700 for the initial point of connection and \$500 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date. Charges shall be assessed on a monthly basis, and the County will invoice the Village quarterly.

**A. Cost Components**

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

The charges for connection to the Network and the Network Services shall be based upon the County's ISS Cost Allocation Plan. The County will provide information relative to the methodologies, including detailed costs and other inputs, from which the plan allocations are derived. The Village agrees that the County's cost allocation plan shall be annually reviewed and updated by the County. Notice of changes shall be provided to the Village as part of the annual budget preparation process. The Village agrees to pay an access charge for rights to connect to

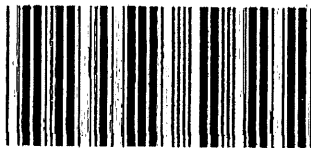
the County's Network. Costs applicable to Internet Service and LambaRail interconnection shall be delineated in the ISS Cost Allocation Plan and shall include such components as staff salaries, data lines, software, annual maintenance agreements, contractors, and administrative overhead.

**B. Billing and Payment**

The ISS Director may, at his/her discretion, permit staff resources to assist the Village in the execution of certain Information Technology responsibilities, assuming that the Village agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the Village which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Village will pay such invoices within 30 days of presentation by the County. If the Village in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and the Village shall be in accordance with Florida law.

**Document Type**



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RESOLUTION NO. R2008-130

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN VILLAGE OF WELLINGTON AND PALM BEACH COUNTY FOR THE SHARED USE OF THE PALM BEACH COUNTY FIBER NETWORK TO PROVIDE CONNECTIVITY TO THE COUNTY'S NETWORK FOR THE PURPOSE OF UTILIZING THE COUNTY AS THE VILLAGE'S INTERNET SERVICE PROVIDER AND TO GAIN ACCESS TO THE FLORIDA LAMBDARAIL NETWORK SERVICES AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Village and the County have recognized the need for the Village to connect to the County's Network ("Network") for the purpose of utilizing the County as the Village's Internet Service Provider and to gain access to the Florida LambdaRail network resources; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Village utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Municipal taxpayers; and

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

**WHEREAS**, in recognizing these facts, the Village and the County have prepared and their staff's recommend entry into such agreement (attached hereto as Exhibit A) which provides for the joint use of such Network and establishes policies for its use by each organization.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:**

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

**SECTION 2.** The Interlocal Agreement for Shared use of the Palm Beach County Fiber Network between the Village and Palm Beach County attached hereto as Exhibit "A", is approved and the Mayor and Village Clerk are authorized to execute said agreement on behalf of the Village of Wellington.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 25th day of November, 2008.

**ATTEST:**

**VILLAGE OF WELLINGTON, FLORIDA**

BY: Awilda Rodriguez  
Awilda Rodriguez, Village Clerk

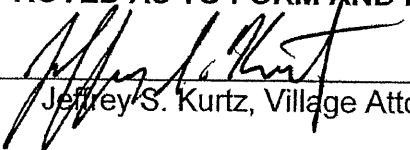
BY: Darell Bowen  
Darell Bowen, Mayor

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:   
Jeffrey S. Kurtz, Village Attorney

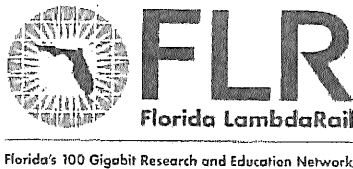
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Joseph A. Lazor, CGEIT, CISM, ITIL v<sup>(3)</sup> F  
Chief Executive Officer  
Joseph.lazor@flrnet.org

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 21<sup>st</sup> century economy initiatives; (iii) the potential participant is teaming with an Equity Partner or Affiliate in research or 21<sup>st</sup> 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 Village of Wellington to the FLR network.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph A. Lazor", with a long, sweeping horizontal line extending to the right.

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](http://www.flrnet.org)

**ISS Service Agreements with External Agencies as of June 19, 2018**  
**49 Agreements**  
**44 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               | 8. Kravis Center                   |
| 2. Boca Raton Regional Hospital           | 9. Lupus Foundation of America     |
| 3. Center for Family Services             | 10. Lutheran Services Florida      |
| 4. Career Source (Workforce Alliance)     | 11. Max Planck Florida Corporation |
| 5. Community of Hope                      | 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. East Central Regional Wastewater Treatment Facilities
- 3. Health Care District
- 4. Lake Worth Drainage District
- 5. Loxahatchee River Environmental Control District
- 6. Seacoast Utility Authority
- 7. South Florida Water Management District
- 8. Government of U.S. Virgin Islands (not connected to Network)