

Page 1

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact

<b>Fiscal Years</b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$3,010)	(\$5,160)	(\$5,160)	(\$5,160)	(\$5,160)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b><u>(\$3,010)</u></b>	<b><u>(\$5,160)</u></b>	<b><u>(\$5,160)</u></b>	<b><u>(\$5,160)</u></b>	<b><u>(\$5,160)</u></b>

# Additional FTE

### Positions (Cumulative)

00

0

0

0

**Is Item Included in Current Budget?**

Yes X

No

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

Yes

No X

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

RevSrc 4900

\*Assumes a March 1, 2019 start date for the Interlocal Agreement.

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

FY 2019 revenue of \$3,010 is calculated as 7 months @ \$430 per month.

This replacement agreement represents a net increase in annual revenue of \$3,960.

### C. Department Fiscal Review:

aykup 2/11/19

### III. REVIEW COMMENTS

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

2/14

2/14/19

OFMB

① 2/13 92/12

Contract Administration  
4/20/19

**Contract Administration**

2/20/19 TH

### B. Legal Sufficiency:

 2/25/19  
Assistant County Attorney

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 Town of Juno Beach*  
*Re: Palm Beach County ISS Services*

**Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Town of Juno Beach (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreement R2014-0638, dated May 6, 2014.

**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.

***Agreement with Palm Beach County and Town of Juno Beach***  
***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 in Section 6 herein, is for a period of one (1) year with four (4) automatic one year renewals. 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 lack of funding, cause or convenience 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.

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County ISS Services*

**Section 7      Indemnification and Hold Harmless**

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of 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).

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County ISS Services*

**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:                      Joseph F. Lo Bello, Town Manager  
                             Town of Juno Beach  
                             340 Ocean Drive  
                             Juno Beach, FL 33408  
                             (Telephone: 561-656-0322)

With a copy to:        Andrea Dobbins, Project Coordinator  
                             340 Ocean Drive  
                             Juno Beach, FL 33408  
                             (Telephone: 561-656-0326)

With a copy to:        Leonard G. Rubin, Town Attorney  
                             701 Northpoint Parkway, Suite 209  
                             West Palm Beach, FL 33407  
                             (Telephone: 561-721-1683)

To: **COUNTY:**        Verdenia C. Baker, County Administrator  
                             c/o Archie Satchell, 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: 561-355-2823)

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)

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County ISS Services*

**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.

**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.

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County ISS Services*

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 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.



*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County ISS Services*

**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 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.

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County ISS Services*

**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 Contract shall be deemed valid and enforceable to the extent permitted by law.

*Agreement with Palm Beach County and Town of Juno Beach*  
*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

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

By: \_\_\_\_\_  
Mack Bernard, Mayor

(SEAL)


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney


By: \_\_\_\_\_  
Archie Satchell, CIO, ISS

Town of Juno Beach

By: \_\_\_\_\_  
Caitlin Copeland, CMC  
Town Clerk

By: \_\_\_\_\_  
Jason Haselkorn Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Leonard G. Rubin, P.A.  
Town Attorney

## **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

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County Network Services*

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 Town of Juno Beach*  
*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.

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County Network Services*

**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 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.

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County Network Services*

**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;
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.



*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County Network Services*

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 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: Description of Basic Telephone Services**

The COUNTY Basic Telephone Service provides LOCAL GOVERNMENT with telephone handsets and dial tone. It includes the following features:

1. Caller ID - display of the caller's phone number on the recipient's phone device before the call is answered.
2. Call Forwarding – enables users to forward or redirect incoming calls to any alternate number, which may be either a landline or cellular number. Users have the option to send incoming calls to voicemail.
3. Call Transfer – a feature that allows users to transfer calls to other extensions. It can be either a blind transfer where the call is transferred without introduction or a warn transfer where the call is transferred after speaking to the recipient.
4. Broadcast Groups – allows paging over telephones.
5. Call Park and Retrieve – allows users to put a call on hold at one telephone set and continue the conversation from another telephone set.
6. Music on Hold – the practice of playing recorded music to fill the silence that would be heard by telephone callers who have been placed on hold.
7. Voice Mail – allows users to leave a voice message and provides a method of storing voice messages electronically for later retrieval by the intended individual.
8. Auto-Attendant – voice menu system that allows callers to be transferred to an extension without going through a telephone operator or receptionist.
9. Hunting / Groups – allows a number of people in a group to take incoming calls.
10. Toll Restrictions – 900 numbers and international calls blocked at switch level. These can be provided upon specific request.
11. FaxCore – integrates faxing with VoIP.

**Section K: 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.

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County Network Services*

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-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 L: 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 M: 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.

*Agreement with Palm Beach County and Town of Juno Beach*

*Re: Palm Beach County Network Services*

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

**Section N: Issue Escalation Contacts**

**Palm Beach County ISS**

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Jenise Link, Senior Manager  
561-355-6119 (office)  
772-766-1309 (cell)  
[jlink@pbcgov.org](mailto:jlink@pbcgov.org)

Michael Butler, Director of ISS Network Services  
561-355-4601 (office)  
561-722-0850 (cell)  
[mbutler@pbcgov.org](mailto:mbutler@pbcgov.org)

Archie Satchell, Chief Information Officer of ISS  
561-355-3275 (office)  
772-979-6607 (cell)  
[asatchell@pbcgov.org](mailto:asatchell@pbcgov.org)

**LOCAL GOVERNMENT Information Services**

Andrea Dobbins, Project Coordinator  
561-656-0326 (office)  
561-319-4200 (cell)  
[adobbins@juno-beach.fl.us](mailto:adobbins@juno-beach.fl.us)

**Section O: 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

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County Network Services*

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.

LOCAL GOVERNMENT Service and Billing Matrix						
Network Service						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
340 Ocean Drive, Juno Beach, FL 33408	8/16/2011	20 MB	\$0	\$50	\$50	\$1,200
Network Total			\$0	\$50	\$50	\$1,200
Basic Telephone Service						
Location	Service Start Date	Number of Handsets	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
340 Ocean Drive, Juno Beach, FL 33408	3/1/2019	33	\$0	\$330	N/A	\$3,960
Telephone Total			\$0	\$330	N/A	\$3,960
<p><u>Explanation of Charges:</u></p> <p><u>Monthly COUNTY Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services and Supplemental 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 O1. - Cost Components</b> below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County Network Services*

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.

**O1. 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.

**O2. 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 P: 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.

*Agreement with Palm Beach County and Town of Juno Beach*  
*Re: Palm Beach County Network Services*

**Section Q: 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 R: 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: Town of Juno Beach

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: \_\_\_\_\_

ISS Fiscal Manager: \_\_\_\_\_ Date: \_\_\_\_\_

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: ISS Chief Information Officer

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

TOWN OF JUNO BEACH

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

\_\_\_\_\_  
Name / Title



*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

R 2014 - 0638

**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this            day of           , 2014, by and between the Town of Juno Beach, a municipal corporation organized and existing under the laws of the State of Florida ("Town") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2011-1216, dated 8/16/2011.

**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 Town and the County have recognized the need for the Town to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

**WHEREAS**, in recognizing these facts, the Town 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:

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

**Section 1    Purpose**

The purpose of this Agreement is to provide IT services to the Town for the purposes described in the attached Exhibit A.

**Section 2    Approval**

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

**Section 3    Exhibits**

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

**Section 4    Term**

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

**Section 5    Resale of IT Services**

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

**Section 6    Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

**Section 7     Indemnification and Hold Harmless**

The Town and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

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

**Section 8     Insurance**

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

**Section 9     Damage Caused by Disasters**

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

governing bodies of both the Town and County authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 10   Miscellaneous**

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

**Section 11   Notice**

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

To:                      Joseph F. Lo Bello, Town Manager  
                              Town of Juno Beach  
                              340 Ocean Drive  
                              Juno Beach, FL 33408  
                              (Telephone: 561-656-0322)

With a copy to:      Andrea Dobbins, Project Coordinator  
                              340 Ocean Drive  
                              Juno Beach, FL 33408  
                              (Telephone: 561-656-0326)

With a copy to:      Leonard G. Rubin, Town Attorney  
                              701 Northpoint Parkway, Suite 209  
                              West Palm Beach, FL 33407  
                              (Telephone: 561-721-1683)

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

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

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

**Section 12 Entire Agreement**

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

**Section 13 Filing**

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

**Section 16    Binding Agreement**

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

**Section 17    Subject to Funding**

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

**Section 18    Nondiscrimination**

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

**Section 19    Access and Audits**

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

***Agreement with Palm Beach County and the Town of Juno Beach***

***Re: Palm Beach County ISS Services***

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

**Section 21 Regulations, Licensing Requirements**

The Town 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 Town is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.


(The remainder of this page intentionally left blank.)

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County ISS Services*

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:   
Deputy Clerk

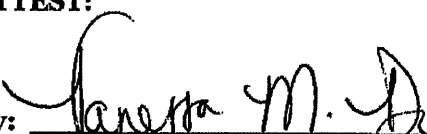
(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY


By:   
County Attorney

Town of Juno Beach

ATTEST:


By:   
Vanessa M. Dunham, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Leonard G. Rubin, P.A.  
Town Attorney

R 2014 10638 MAY 06 2014

Palm Beach County, By Its  
Board of County Commissioners

By:   
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Steve Bordelon, Director, ISS



## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the Town of Juno Beach ("Town") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Town in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 8/16/2011. The reduction in monthly internet rate fee is effective 2/1/2014.

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

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

The County shall provide the Town 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 Town owned facilities. The Town 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 Town.

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

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

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

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

**Section D: Network Connection**

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

**Section E: Modifications to Network**

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

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

*Agreement with Palm Beach County and the Town of Juno Beach*

*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 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. Town 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 Town 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 Town technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Town.
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 Town will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Town owned network property.
8. requesting changes in network equipment attachments services;

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

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

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

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

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 Town's IT support staff. If the Town'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 Town 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 Town 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 Town designee as to the time of any planned maintenance, repair, or installation work. However, the Town 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 Town to report any emergency that requires access to any Town owned facility. The Town shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the Town with a list of authorized the County employees who will carry in their possession badges for identification purposes.

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

*Agreement with Palm Beach County and the Town of Juno Beach*  
*Re: Palm Beach County Network Services*

**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)

**Town Information Services**

Andrea Dobbins, Project Coordinator  
(561) 656-0326 (office)  
(561) 319-4200 (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 Town.

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 Town's building. The Town 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 Town quarterly.



*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

Town Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
340 Ocean Drive Juno Beach, FL 33408 (3Mb Internet)	8/16/2011	20Mb	\$5,000	\$386	\$100	\$5,832
<b>TOTALS</b>			<b>\$5,000</b>	<b>\$386</b>	<b>\$100</b>	<b>\$5,832</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is a billable cost. The work has been completed and the Town has paid in full the amount of \$5,000 under R2011-1216 dated 8/16/2011.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the Town 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 Town 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 Town (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 Town.</p>						

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

**N1. Cost Components**

The monthly FLR fee identified above includes direct costs incurred by the County to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, the County agrees to review the financial impact and make appropriate rate adjustments.

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Town 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.

*Agreement with Palm Beach County and the Town of Juno Beach*

*Re: Palm Beach County Network Services*

**Section O: Additional IT Services**

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Town 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 Town is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Town. The Town 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: Town of Juno Beach

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

TOWN OF JUNO BEACH

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

\_\_\_\_\_  
Vanessa M Dunham, CMC  
Town Clerk



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

January 8, 2019

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 Town of Juno Beach to the FLR network.

Respectfully,

A handwritten signature in black ink, appearing to read "Joseph A. Lazor", written over a horizontal line.

Joseph A. Lazor  
Chief Executive Officer  
Florida LambdaRail

## **ISS Service Agreements with External Agencies**

### **Municipalities**

- |                               |  |
|-------------------------------|--|
| 1. Atlantis                   | 11. Lantana  |
| 2. Boynton Beach              | 12. Orange County  |
| 3. Delray Beach               | 13. Palm Beach (Network, Scanning)                                 |
| 4. Greenacres                 | 14. Palm Beach Gardens   |
| 5. Jacksonville (Application) | 15. Palm Springs   |
| 6. Juno Beach                 | 16. Riviera Beach  |
| 7. Jupiter                    | 17. Royal Palm Beach   |
| 8. Lake Clarke Shores         | 18. Wellington   |
| 9. Lake Park                  | 19. West Palm Beach (Network,<br>Digital Divide, Pole ATT & Power) |
| 10. 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 (Application)