

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 4, 2020 [x] Consent [ ] Regular  
[ ] Public Hearing [ ] Workshop

Department: Information Systems Services  
Submitted by: Information Systems Services  
Submitted for: Information Systems Services

**I. EXECUTIVE BRIEF**

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

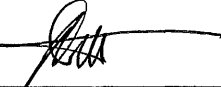
- A) rescind Interlocal Agreement R2014-1067;
- B) approve the replacement Interlocal Agreement providing updated contract terms for network services with the Florida Atlantic University Board of Trustees; and
- C) authorize the County Administrator or designee to approve and execute Task Orders associated with these services, up to a maximum dollar value of \$50,000 per Task Order.

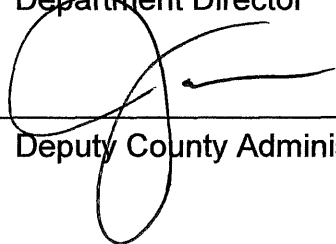
**Summary:** The Florida Atlantic University Board of Trustees has an existing Interlocal Agreement with Palm Beach County (R2014-1067) for network services. The County recommends rescinding the existing Agreement and replacing it with a new Agreement for a period of one (1) year with four (4) automatic one-year renewals unless notice is given by either party. This new Interlocal Agreement includes updated contract terms to provide network services to the Florida Atlantic University Board of Trustees. Florida Atlantic University is one of the owners of Florida LambdaRail and does not require an authorization letter for connection to the FLR network. District 4 (DB)

**Background and Justification:** This Interlocal Agreement provides the Florida Atlantic University Board of Trustees updated contract terms for network services.

**Attachments:**

- 1. Interlocal Agreement with Florida Atlantic University Board of Trustees (3 originals)
- 2. Copy of Interlocal Agreement R2014-1067, dated July 22, 2014
- 3. Email from Florida LambdaRail LLC regarding the connection of Florida Atlantic University to the Florida LambdaRail network.

Recommended by:  1/6/2020  
 Department Director Date

Approved by:  1-10-2020  
 Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                            | <u>2020</u>             | <u>2021</u>              | <u>2022</u>              | <u>2023</u>              | <u>2024</u>              |
|---|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Capital Expenditures                    | \$0                     | 0                        | 0                        | 0                        | 0                        |
| Operating Costs                         | \$0                     | 0                        | 0                        | 0                        | 0                        |
| External Revenues                       | (\$8,000)               | (\$12,000)               | (\$12,000)               | (\$12,000)               | (\$12,000)               |
| Program Inc (County)                    | 0                       | 0                        | 0                        | 0                        | 0                        |
| In-Kind Match (County)                  | 0                       | 0                        | 0                        | 0                        | 0                        |
| <b>NET FISCAL IMPACT</b>                | <b><u>(\$8,000)</u></b> | <b><u>(\$12,000)</u></b> | <b><u>(\$12,000)</u></b> | <b><u>(\$12,000)</u></b> | <b><u>(\$12,000)</u></b> |
| # Additional FTE Positions (Cumulative) | <u>0</u>                | <u>0</u>                 | <u>0</u>                 | <u>0</u>                 | <u>0</u>                 |

Is Item Included in Current Budget            Yes X    No   

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

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

\* Assumes a February 1, 2020 start date for the Interlocal Agreement.

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

FY 2020 reflects 8 months of revenue.

C. Department Fiscal Review: ag up 1/6/2020

**III. REVIEW COMMENTS**

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

Redeferاتور 1/7/20  
OFMB            2/2/16  
BY 1/6

Dr J. J. J. J. J. 1/8/2020  
Contract Administration  
1/8/2020 TW

B. Legal Sufficiency:

[Signature] 1/9/20  
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 Florida Atlantic University Board of Trustees  
Re: Palm Beach County ISS Services*

**Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Florida Atlantic University Board of Trustees (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

This Agreement rescinds existing Agreement for IT Services R2014-1067, dated July 22, 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:

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*  
*Re: Palm Beach County ISS Services*

**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.

**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.

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
Re: Palm Beach County ISS Services*

**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 neither party shall sustain damages, of any kind or character, as a result of the termination of this Agreement.

**Section 7     Potential for Unlawful Hacking**

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     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 either party, both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 9     Notice**

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
Re: Palm Beach County ISS Services*

To: Florida Atlantic University  
Jason Ball, CIO  
777 Glades Road  
Boca Raton, FL 33431  
(Telephone: 561-297-3440)

With a copy to: Florida Atlantic University  
Office of the General Counsel  
777 Glades Road  
Boca Raton, FL 33431  
(Telephone: 561-297-3007)

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)

**Section 10 Entire Agreement**

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

**Section 11 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.

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*  
*Re: Palm Beach County ISS Services*

**Section 12    Binding Agreement**

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

**Section 13    Subject to Funding**

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

**Section 14    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 15    Audits and Public Records**

Each Party 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. Each party shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, each party shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. Each party has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

**IF COUNTY HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE LOCAL GOVERNMENT'S CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, public-records@fau.edu, DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.**

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*Re: Palm Beach County ISS Services*

**Section 16    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 17    Regulations, Licensing Requirements**

Each party shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Each party 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 COUNTY warrants and represents that it has all applicable permits, licenses, consents and approvals necessary to provide the services contemplated in this Agreement.

**Section 18    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 19    No Agency**

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



*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
Re: Palm Beach County ISS Services*

**Section 20    No Assignability**

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

**Section 21    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 22    Waiver**

If either party 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 it shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**Section 23    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 24    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 Florida Atlantic University Board of Trustees*  
*Re: Palm Beach County ISS Services*

**Section 25    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.

----- Balance of page left intentionally blank -----

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
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: \_\_\_\_\_  
Dave Kerner, Mayor

(SEAL)


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

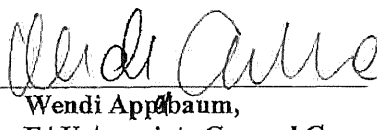
By: \_\_\_\_\_  
County Attorney

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

Florida Atlantic University Board of Trustees

By:  10/20/19.  
~~Ed Schiff, MELODY TIERWELL.~~  
Director of Purchasing

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  7/9/19  
Wendi Appelbaum,  
FAU Associate General Counsel  
7/9/19

## **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.

These network services originally commenced on February 7, 2012

### **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.

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*Re: Palm Beach County Network Services*

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 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.

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Re: Palm Beach County Network Services*

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.

**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.

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*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.

**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;

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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.

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;



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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.

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*  
*Re: Palm Beach County Network Services*

**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-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

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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 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)

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**

Jason Ball, Chief Information Officer  
561-297-3440 (office)  
561-212-1452 (cell)  
[jball@fau.edu](mailto:jball@fau.edu)

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
Re: Palm Beach County Network Services*

Ken Rothhaar, Director of Communications Infrastructure  
561-297-2025 (office)  
ken@fau.edu

**Section N: Fees and Charges for Network Connectivity and Related Services**

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's network services provided to the LOCAL GOVERNMENT.

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

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly, pursuant to paragraph N2 below.

| <b>LOCAL GOVERNMENT Network Service and Billing Matrix</b>  |                           |                   |                             |                               |                                      |   |
|---|---------------------------|-------------------|-----------------------------|-------------------------------|--------------------------------------|---|
| <b>Location</b>   | <b>Service Start Date</b> | <b>Band-width</b> | <b>Installation Charges</b> | <b>Monthly County Charges</b> | <b>Monthly FL LambdaRail Charges</b> | <b>Yearly Charges<br/>(excl. Install)</b> |
| 5353 Parkside Drive, Jupiter FL 33458   | 2/7/2012                  | 1Gb               | \$0                         | \$1,000                       | \$0                                  | \$12,000                                  |
| <b>TOTALS</b>   |                           |                   | <b>\$0</b>                  | <b>\$1,000</b>                | <b>\$0</b>                           | <b>\$12,000</b>                           |
| <u>Explanation of Charges:</u>  |                           |                   |                             |                               |                                      |   |
| <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.  |                           |                   |                             |                               |                                      |   |
| <u>Monthly COUNTY Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.  |                           |                   |                             |                               |                                      |   |
| <u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see <b>Sub-section N1. - Cost Components</b> below). |                           |                   |                             |                               |                                      |   |
| <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.   |                           |                   |                             |                               |                                      |   |

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees  
Re: Palm Beach County Network Services*

**N1. Cost Components**

LOCAL GOVERNMENT has separate affiliated agreement with FLR therefore no fees are due to the COUNTY.

**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. Should the COUNTY experience payment problems, it may contact the LOCAL GOVERNMENT'S Vendor Ombudsman at (561) 297-3693.

**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 (Exhibit 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.



**Appendix 1**  
**Palm Beach County**  
***Information Systems Services***  
**Task Order < \$50,000**

Task Order #:

Original Agreement #:

Organization requesting services: Florida Atlantic University Board of Trustees

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: Archie Satchell, CIO, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

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

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

*Re: Palm Beach County ISS Services*

R2014-1067

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of JUL 22 2014, 2014, by and between Florida Atlantic University Board of Trustees ("FAU") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2012-0264, dated 02/07/2012.

### **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**, FAU and the County have recognized the need for FAU 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, FAU 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 Florida Atlantic University Board of Trustees*

*Re: Palm Beach County ISS Services*

**Section 1 Purpose**

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

**Section 2 Approval**

The County approves of FAU'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 FAU by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of the County and FAU 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 County consents to allowing FAU to charge back for network services to on-campus vendors providing services on FAU campus or on behalf of FAU in the event that these services utilize the County network as provided to FAU.

**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 Florida Atlantic University Board of Trustees*

*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**

FAU 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 Florida Atlantic University Board of Trustees*

*Re: Palm Beach County ISS Services*

governing bodies of both FAU 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: **FAU:** Florida Atlantic University  
Jason Ball, CIO  
777 Glades Road  
Boca Raton, FL 33431  
(Telephone: 561-297-3440)

With a copy to: Florida Atlantic University  
Office of the General Counsel  
777 Glades Road  
Boca Raton, FL 33431  
(Telephone: 561-297-3007)

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

*Re: Palm Beach County ISS Services*

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 FAU 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 FAU and the County and their respective successors and assigns.

**Section 13 Filing**

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

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

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

**Section 18 Nondiscrimination**

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

**Section 19 Access and Audits**

FAU 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 FAU'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 FAU, 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.

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

*Re: Palm Beach County ISS Services*

**Section 21 Regulations, Licensing Requirements**

FAU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FAU 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 Florida Atlantic University Board of Trustees**

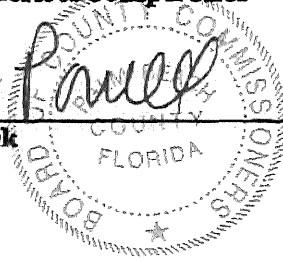
**Re: Palm Beach County ISS Services**

**ATTEST:**

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

By: 

**Deputy Clerk**



R2014-1067 JUL 22 2014

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

By: 

**Priscilla A. Taylor, Mayor**

**(SEAL)**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: 

**County Attorney**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: 

**Steve Bordelon, Director, ISS**

**Florida Atlantic University Board of Trustees**

By: 

**Ed Schiff, Director of Purchasing**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: 

**FAU General Counsel**

## **EXHIBIT A**

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

The purpose of this Exhibit is to delineate the network services to be provided to the Florida Atlantic University Board of Trustees ("FAU") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and FAU 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 02/07/2012.

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

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

The County shall provide FAU 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 FAU owned facilities. FAU 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 FAU.

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*Re: Palm Beach County Network Services*

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

*Re: Palm Beach County Network Services*

Should FAU 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**

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

**Section E: Modifications to Network**

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

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

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

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;

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

8. requesting changes in network equipment attachments services;

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

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

The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

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

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

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

Michael Butler, Director of ISS Network Services  
561-355-4601 (office)  
561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS  
561-355-3956 (office)  
561-722-3349 (cell)

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

**FAU Information Services**

Jason Ball, CIO  
561-297-3440 (office)  
561-212-1452 (cell)

James Cooley, Director of Communications Infrastructure  
561-297-3191 (office)

**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 FAU.

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

*Re: Palm Beach County Network Services*

| <b>FAU Network Services and Billing Matrix</b>  |                           |                   |                             |                               |                                      |                                       |
|---|---------------------------|-------------------|-----------------------------|-------------------------------|--------------------------------------|---------------------------------------|
| <b>Location</b>   | <b>Service Start Date</b> | <b>Band-width</b> | <b>Installation Charges</b> | <b>Monthly County Charges</b> | <b>Monthly FL LambdaRail Charges</b> | <b>Yearly Charges (excl. Install)</b> |
| 5353 Parkside Drive, Jupiter, FL 33458  | 2/7/2012                  | 1Gb               | \$22,913.80                 | \$1,300                       | \$0                                  | \$15,600                              |
| <b>TOTALS</b>   |                           |                   | <b>\$22,913.80</b>          | <b>\$1,300</b>                | <b>\$0</b>                           | <b>\$15,600</b>                       |
| <b>Explanation of Charges:</b>  |                           |                   |                             |                               |                                      |                                       |
| <u>Installation Charges</u> – This is a billable cost. The work has been completed and FAU paid in full the amount of \$22,913.80 under R2012-0264, dated 2/7/2012. |                           |                   |                             |                               |                                      |                                       |
| <u>Monthly County Charges</u> – The monthly charge paid by FAU based on the County Rate Sheet for Network Services.   |                           |                   |                             |                               |                                      |                                       |
| <u>Monthly Florida LambdaRail (FLR) Charges</u> – FAU has separate affiliated agreement with FLR, no FLR fees are due from FAU.                                     |                           |                   |                             |                               |                                      |                                       |
| <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by FAU.  |                           |                   |                             |                               |                                      |                                       |

**N1. [Omitted]**

**N2. Billing and Payment**

The County shall submit quarterly invoices to FAU 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 Section 215.422, Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

**Section O: Additional IT Services**

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

*Agreement with Palm Beach County and Florida Atlantic University Board of Trustees*

*Re: Palm Beach County Network Services*

FAU 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: Florida Atlantic University Board of Trustees

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

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

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

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

**Joan Beno M.**

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**From:** Sandra <sandra.swearingen@flrnet.org>  
**Sent:** Monday, July 01, 2019 2:17 PM  
**To:** Joan Beno M.  
**Subject:** Re: FLR Authorizations

\*\*\*\*\* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. \*\*\*\*\*

Joan:

Florida Atlantic University is one of the owners of Florida LambdaRail and does not need an authorization letter.

Thanks

Sandra Swearingen, CPA  
Chief Financial Officer

Florida LambdaRail, LLC  
1607 Village Square Blvd, Suite 4  
Tallahassee, FL 32309  
Phone: 850-385-0302  
Cellular: 850-524-9269  
Fax 850-385-0379  
[Sandra.Swearingen@flrnet.org](mailto:Sandra.Swearingen@flrnet.org)

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

On Jul 1, 2019, at 12:48 PM, Joan Beno M. <[JBeno@pbcgov.org](mailto:JBeno@pbcgov.org)> wrote:

Hi Sandra,

Hope all is well with you.

I am in the process of amending PBC's network service agreement with Florida Atlantic University and need an authorization letter for this site.

Thanks so much for your assistance.

***Joan M. Beno***

*Finance and Administrative Services, Fiscal Manager  
Palm Beach County Information Systems Services  
561-355-6762*

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.