





*Agreement with Palm Beach County and City of West Palm Beach*

*Re: Palm Beach County ISS Services*

WPB# 25494

**Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between City of West Palm Beach (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2010-1146, dated July 20, 2010.

**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 Exhibits A and B.

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**Section 2 Approval**

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

**Section 3 Exhibits**

The attached Exhibits A and B 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 Exhibits A and B, 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.

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**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 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).

**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:

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To: City of West Palm Beach  
City Administrator  
401 Clematis Street, 2<sup>nd</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-822-1400)

With a copy to: City of West Palm Beach  
Kimberly Rothenburg, City Attorney  
401 Clematis Street, 5<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-822-1350)

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.

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**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 Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.
  
- D. Upon completion of the Agreement the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**



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**Section 16 Access and Audits**

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) 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 any of the LOCAL GOVERNMENT'S places of business.

**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.

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**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.

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**Section 26 Severability**

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

**Section 27 Scrutinized Companies**

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

**When agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

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**Section 28    Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**Section 29    Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, through electronic or manual means, all of which shall constitute collectively but one and the same instrument.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

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

By: \_\_\_\_\_  
Dave Kerner, Mayor

(SEAL)

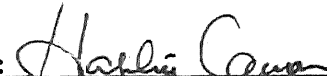
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

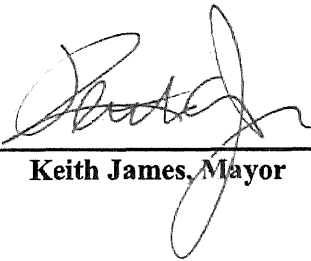
APPROVED AS TO TERMS AND  
CONDITIONS

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

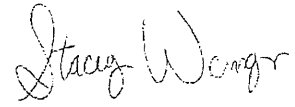
By:  \_\_\_\_\_  
Archie Satchell, CIO, ISS

City of West Palm Beach

By:  \_\_\_\_\_  
Hazeline Carson, City Clerk

By:  \_\_\_\_\_  
Keith James, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Stacey R. Weinger,  
Sr. Assistant City  
Attorney

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**EXHIBIT A**

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on July 20, 2010

**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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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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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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**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.

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**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**

Miguel Gamino, Technology Operations Manager  
561-822-1223 (office)  
561-402-9886 (cell)  
[MGamino@wpb.org](mailto:MGamino@wpb.org)

*Agreement with Palm Beach County and City of West Palm Beach*

*Re: Palm Beach County Network Services*

**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.

<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 (excl. Install)</b>
First and second connection combined	7/20/2010	250 Mb	\$0	\$500	\$50	\$6,600
<b>TOTALS</b>			<b>\$0</b>	<b>\$500</b>	<b>\$50</b>	<b>\$6,600</b>
<b>Explanation of Charges:</b>						
<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.						

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

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*Re: Palm Beach County Network Services*

**N1. Cost Components**

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

**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.

**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. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

*Agreement with Palm Beach County and City of West Palm Beach*  
*Re: Palm Beach County Colocation Services*

**EXHIBIT B**

The purpose of this Exhibit is to delineate the colocation 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: Server / Storage Housing**

The system will be housed within the Palm Beach County Operations and Support Center, located at 2601 Vista Parkway, West Palm Beach, FL 33411. The data center is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to LOCAL GOVERNMENT's server and storage.

System responsibilities will be shared, with COUNTY providing full network administration services along with continuous monitoring and 24 x 7 on-call support as well as facility maintenance and monitoring. LOCAL GOVERNMENT will be responsible for their server and storage system.

**Section B: Description of Services**

The COUNTY colocation service provides LOCAL GOVERNMENT with a physical location for their rack-mounted servers and storage. In addition to rack space, the data center provides the following features:

- Uninterrupted 24 x 7 operations
- Raised floor space
- Overhead power distribution and network cabling
- Hot Aisle Containment System (HACS)
- Traditional under floor cooling for non-racked hardware
- Redundant Network/Internet connectivity
- Redundant HVAC
- Redundant UPS power conditioning and battery backup
- Redundant power with redundant maintenance bypassedundant power to each rack
- 24 x 7 monitoring of power and HVAC infrastructure
- Diesel generator with automatic transfer switch that engages during primary power loss



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- Connections for portable generator and chiller should the primary units fail or be shut down for maintenance
- 6,000 gallon fuel tank dedicated to the data center with a local fuel distribution facility
- Pre-action sprinkler fire suppression system
- 24 x 7 video surveillance
- Card readers used for entry into the data center by approved personnel

**A. COUNTY Responsibilities will include:**

- Ensure all colocation service customers sign and adhere to a standard Agreement.
- Provide data center safety and orientation training.
- Provide infrastructure required to install LOCAL GOVERNMENT provided hardware in a Hot Aisle Containment System (HACS).
- Provide sufficient redundant power to meet system requirements.
- Provide sufficient redundant HVAC to maintain proper operating temperature and humidity.
- Maintain redundant network paths exiting the data center in different locations.
- Maintain a 24 x 7 Customer Care Center for customer contact.
- Establish key point of contacts and provide LOCAL GOVERNMENT with telephone numbers.
- Provide continuous and secure network access.
- Provide 24 x 7 physical access to the data center for essential personnel.
- Perform a semi-annual audit of those authorized to access the data center.
- Establish and administer procedures for after-hours access.
- Establish procedures for LOCAL GOVERNMENT to report any service disruptions or observed problems within the data center.
- Notify LOCAL GOVERNMENT staff via the provided notification procedure should any infrastructure issues arise that may affect availability.
- Provide HACS compatible APC AR3100 rack.
- Provide lockable front and rear doors on rack.
- Provide In-Rack PDU's and Tap-Off Boxes for connection to the overhead PDI Powerwave Bus System for Rack. Assumption is rack will require redundant power.

*Agreement with Palm Beach County and City of West Palm Beach*

*Re: Palm Beach County Colocation Services*

- Conduct annual reviews of this Exhibit during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities or when an employee has lost his/her badge.

**B. LOCAL GOVERNMENT Responsibilities will include:**

Installation

- Provide all hardware and cabling.
- Cabling must be neatly installed, including use of velcro straps.
- Equipment must be oriented to vent from the cold aisle to the hot aisle within the HACS.

Access

- Regular business hours to the Operations and Support Center secured facility are 5:00am to 7:00pm on regular COUNTY business days.
- After-hours to the secured facility are 7:00pm to 5:00am, Monday through Friday, and all weekends and holidays.
- All staff from LOCAL GOVERNMENT requiring after-hours access to this facility shall provide COUNTY with an up-to-date list of persons authorized to access the facility after-hours. The list must contain the authorized person's name, email address and contact phone number(s). COUNTY will in turn provide that list to Electronic Services & Security (ESS) Division of the Facilities Development and Operations (FDO) Department via the FDO-ESS-Support email.
- Article IX Sec. 2-375.1 of the Palm Beach County, Florida – Code of Ordinances, as may be amended, requires all Contractors requiring unescorted access at any time to undergo the Criminal History Records Check (CHRC) process and be deemed compliant for access to a critical facility. To complete the required CHRC background check, LOCAL GOVERNMENT is to notify COUNTY of the request and complete the required Project Information Form. COUNTY will process this form with [FDO-ACCESS-Support@pbcgov.org](mailto:FDO-ACCESS-Support@pbcgov.org). All Contractors will be required to schedule a fingerprint appointment with the ESS Access Section after the Project Information Form is submitted.

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*Re: Palm Beach County Colocation Services*

- For entry into the secured area during after-hours, LOCAL GOVERNMENT staff are required to contact Vista Security at 561-681-3880, after which the security officer will meet LOCAL GOVERNMENT staff at the East Gate and check ID prior to allowing entry into the facility.
- Ensure LOCAL GOVERNMENT staff are aware of rack assignments and only work in the rack space specifically assigned to them.
- Notify COUNTY and ESS via [FDO-ACCESS-Support@pbcgov.org](mailto:FDO-ACCESS-Support@pbcgov.org) immediately to disable badge access when an employee no longer requires access to the data center or when an employee has lost his/her badge.

Parking

- All persons entering through the security perimeter gates must do so via the Fleet Management gate which is on the East side of the complex. For safety reasons, access to the Data Center is prohibited through any other vehicular entry gate.
- Perimeter gates are opened by 5:00am and closed by 7:00pm by COUNTY Security.
- No personal vehicles are allowed on the secured side of the perimeter fencing during the hours between 5:00am to 7:00pm. All personal vehicles are to be parked in the staff parking lot on the unsecured side of the perimeter fencing behind the 2633 Vista Parkway (FDO) Building.

General Responsibilities

- Ensure food, drink and packing materials are not brought into the data center.
- Escort and monitor activities of unauthorized visitors in the data center. An example would be a hardware repair technician.
- Provide a notification procedure for any issues COUNTY observes or encounters that may impact the availability of services required by LOCAL GOVERNMENT.

Annual Review of Agreement

- Conduct annual reviews of this Exhibit during the fiscal year budgeting process to determine whether both COUNTY and LOCAL GOVERNMENT are adhering to required responsibilities.
- Provide COUNTY with any plans for expansion or reduction in colocation needs to ensure proper budget planning.

*Agreement with Palm Beach County and City of West Palm Beach*  
*Re: Palm Beach County Colocation Services*

**Section C: Deliveries**

There are no loading docks at the Data Center. Deliveries should be arranged ensuring the truck is equipped with a lift gate. Delivery vehicles cannot block the perimeter road or any overhead doors except the door leading into the Data Center.

Receipt of deliveries is the responsibility of LOCAL GOVERNMENT staff. Deliveries should be coordinated with advance notification so that LOCAL GOVERNMENT staff can plan for travel time to the data center before the delivery arrives. A pallet jack and hand truck are available for use at the Data Center. A lift table is also available for server installations.

Deliveries should be staged in the ISS Customer Care Center for uncrating prior to entering the Data Center. All trash and packing materials should be collected and taken to the dumpsters located on the south side of the building.

**Section D: Disaster Recovery**

In the event of a disaster, system activation will be the responsibility of the LOCAL GOVERNMENT. Network connectivity and operations will be the responsibility of the COUNTY. System activation decision will be the sole responsibility of NONPTOFIT.

**Section E: Availability of COUNTY Server and Storage Services**

The COUNTY may provide LOCAL GOVERNMENT with leased server and storage facility space. 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 system 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.

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**Section F: Protocol for Reporting Colocation 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 server or storage availability (e.g., connection lost, slow response time) rather than a problem at the application, or desktop computer level, the LOCAL GOVERNMENT's 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 G: Issue Escalation Contacts**

**Palm Beach County ISS**

Palm Beach County 24 x 7 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)

Santhosh Samuel, Senior Server Manager  
561-355-6268 (office)  
561-628-2205 (cell)  
[ssamuel@pbcgov.org](mailto:ssamuel@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**

Miguel Gamino, Technology Operations Manager  
561-822-1223 (office)  
561-402-9886 (cell)  
[MGamino@wpb.org](mailto:MGamino@wpb.org)

*Agreement with Palm Beach County and City of West Palm Beach  
Re: Palm Beach County Colocation Services*

**Section H: Fees and Charges for Colocation Services**

The COUNTY will serve as project manager and incur all costs associated with the installation of colocation services. 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.

<b>LOCAL GOVERNMENT Colocation Services and Billing Matrix</b>					
<b>Location</b>	<b>Service Start Date</b>	<b>Other Services</b>	<b>Installation Fee</b>	<b>Monthly County Costs</b>	<b>Annual Charges (excl. Install)</b>
1 Equipment Rack	6/2020	N/A	\$1,250	\$735	\$8,820
Escort for Data Center		\$75/Hr. (Day); \$125/Hr. (Night)	N/A	TBD	TBD
Cross Connect to Data Center (2 x 10Gbps)	6/2020			\$50	\$600
<b>Total</b>			<b>\$1,250</b>	<b>\$785</b>	<b>\$9,420</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is a one-time billable cost.</p> <p><u>Monthly COUNTY Charges</u> – The monthly charge paid by LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Colocation Services.</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by LOCAL GOVERNMENT.</p>					

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.

*Agreement with Palm Beach County and City of West Palm Beach*

*Re: Palm Beach County Colocation Services*

**Section I: 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 (Appendix 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 J: 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.



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

Task Order #:

Original Agreement #:

Organization requesting services: City of West Palm 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: Archie Satchell, CIO, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

CITY OF WEST PALM BEACH

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

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



*Agreement Between Palm Beach County and the City of West Palm Beach*

*Re: Interconnection to the Palm Beach County Network*

Matter No. 08463

*Res 68-10*

R2010-1146

**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of JUL 20 2010, 2010, by and between the City of West Palm Beach, Florida (the "City"), and Palm Beach County (the "County").

**WITNESSES THAT:**

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

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

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

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

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

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*Re: Interconnection to the Palm Beach County Network*

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

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

**AGREEMENT**

**Section 1 Purpose**

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

**Section 2 Approval**

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

**Section 3 Term**

The term of this Agreement, unless terminated as provided herein, is a period of one (1) year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 12 herein.

**Section 4 Network Connection**

The City will be provided with a fiber connection and sufficient bandwidth capacity to meet the City's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The City shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purposes of the City, all associated labor costs to connect to the City's facility, and the monthly Usage Fee as set forth in Exhibit "A".

**Section 5    Resale of Network Services**

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

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

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

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

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

Should the County perform repair and maintenance functions on behalf of the City, it is with the understanding that the County's responsibility extends only to the demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the City's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all network infrastructure to the point of the network equipment connection to the City's facilities. Entrance facilities at the City's locations from road to Demarcation Point belong to the City whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and the County

*Agreement Between Palm Beach County and the City of West Palm Beach*

*Re: Interconnection to the Palm Beach County Network*

routers installed at each City site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the City. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on the City's electronics or other equipment.

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

County shall insure that all outside contractors doing work on City property or City facilities shall carry general liability insurance in the minimum amount of \$1,000,000 per occurrence and Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes, as applicable. Certificates of Insurance naming the City as an additional insured shall be delivered to City prior to outside contractors being allowed to work on City property or facilities.

**Section 7 Public IP Numbers.**

The County shall provide the City with a minimum of a "/25" contiguous block of the County's public IPv4 numbers, at no cost to the City. The County will provide the /25 contiguous block of public IPv4 numbers to the City for the term of the Agreement and for each renewal. On no less than an annual basis, the County may re-assign the City a new /25 contiguous block of public IPv4 numbers with at least a 30 day advance notice and will work in good faith to ensure a smooth and seamless transition to the new public IP number scheme.

**Section 8 Service Level Agreement**

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

**Section 9 Network Ownership**

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

Should the City 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 10 Modifications to Network**

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

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the Network that may cause disruption or interference of service to any Network users shall be coordinated with the appropriate technical staff of both the City 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 City 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 agree to comply with Network security provisions.

**Section 11 Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the City. However, should any equipment owned by the City render any harmful interference to the County Network, ISS may disconnect any or all City connections after informing the City's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the City facilities and providing written notice to the City. 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 materially impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated Network outages should interferences be noted.

**Section 12 Termination for Convenience**

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

**Section 13 Indemnification and Hold Harmless**

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

*Agreement Between Palm Beach County and the City of West Palm Beach*

*Re: Interconnection to the Palm Beach County Network*

other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the City and the County.

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

**Section 14 Damage Caused by Disasters**

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

**Section 15 Miscellaneous**

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

*Agreement Between Palm Beach County and the City of West Palm Beach*

*Re: Interconnection to the Palm Beach County Network*

**Section 16** 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: **Municipality:** City of West Palm Beach  
City Administrator  
401 Clematis Street, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33401

With a copy to: City Attorney  
City of West Palm Beach  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

With a copy to: Director, Support Services  
City of West Palm Beach  
401 Clematis Street, 4<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

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



**Section 17 Entire Agreement**

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

**Section 18 Filing**

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

**Section 19 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 20 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 21 Binding Agreement**

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

**Section 22 Subject to Funding**

This Agreement is subject to fiscal funding out.

**Section 23 Nondiscrimination**

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

**Section 24 Access and Audits**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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Re: Interconnection to the Palm Beach County Network

R-2010-1146 JUL 20 2010

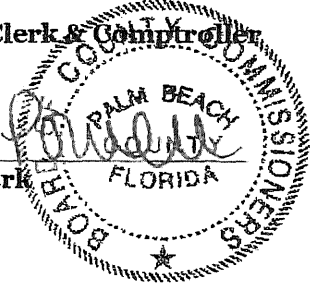
ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: [Signature]  
Deputy Clerk

By: [Signature]  
Burt Aaronson, Chairperson



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
County Attorney

By: [Signature]  
Director, ISS

ATTEST:  
Beach \_\_\_\_\_

The City of West Palm

By: [Signature]  
City Clerk

By: [Signature]  
Lois J. Frankel, Mayor 6/14/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Date: 5/27/10

**EXHIBIT A**

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

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

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

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

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

**II. Description of Services**

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

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

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

**B. City Responsibilities**

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

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

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

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

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

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

The County will monitor the City's utilization of the Network to ensure sufficient capacity. Should the sustained usage exceed 60% for a period of 30 days or more, the County will initiate a bandwidth upgrade with distribution of costs to be agreed upon by both parties prior to initiating said upgrade. Estimated upgrade completion time is within 60 days.

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

All service issues should be reported to the City's MIS support staff. If the City's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-6700. All service problems reported by the City 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 City 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.

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

The County shall coordinate with and obtain prior written approval from the City's Support Services Director, or his designee, as to the time of any planned maintenance, repair, or installation work. During normal business hours, the County shall ensure that all ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility.

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

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

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

**VI. Problem Escalation Contacts:**

Palm Beach County ISS

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

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

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



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

City of West Palm Beach Information Systems

**Lee Menke, System Support Manager:**  
561-822-1790 (office)  
561-662-1637 (cell)

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

One of the goals of this Agreement is to establish the lowest competitive pricing for the County Network Services provided to the City. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of \$700 for the initial point of connection and \$500 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date ("Usage Fee"). An additional usage fee of \$100 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the City chooses to use the NWRDC for hosting services. The City may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If the City chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided. Charges shall be assessed on a monthly basis, and the County will invoice the City quarterly.

**A. Cost Components**

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

**B. Billing and Payment**

The ISS Director may, at his/her discretion, permit staff resources to assist the City in the execution of certain Information Technology responsibilities, assuming that the City agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into

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the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

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



July 1, 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 City of West Palm Beach to the FLR network.

Respectfully,

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

Joseph A. Lazor  
Chief Executive Officer  
Florida LambdaRail