

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

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<b>Meeting Date:</b> October 6, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Workshop
 <b>Department:</b> Information Systems Services		
<b>Submitted by:</b> Information Systems Services		
<b>Submitted for:</b> Information Systems Services		

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**I. EXECUTIVE BRIEF**

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

- A) rescind** Interlocal Agreement R2018-1027;
  
- B) approve** the replacement Interlocal Agreement providing updated contract terms for network services with the City of Palm Beach Gardens; and
  
- C) authorize** the County Administrator or designee to approve and execute Task Orders for additional IT services, up to a maximum dollar value of \$50,000 per Task Order.

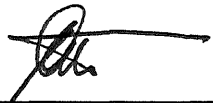
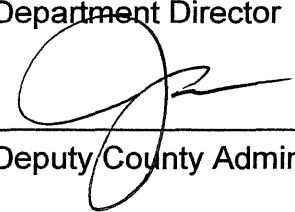
**Summary:** The City of Palm Beach Gardens has an existing Interlocal Agreement with Palm Beach County (R2018-1027) for network services. Staff recommends rescinding the existing Agreement and replacing it with a new Agreement for a period of one (1) year with four (4) automatic one-year renewals unless notice is given by either party. This new Interlocal Agreement includes updated contract terms to provide network services to the City of Palm Beach Gardens. The Florida LambdaRail, LLC has approved connection of the City of Palm Beach Gardens to the Florida LambdaRail network. District 1 (DB)

**Background and Justification:** This Interlocal Agreement provides the City of Palm Beach Gardens updated contract terms for network services.

**Attachments:**

- 1. Interlocal Agreement with the City of Palm Beach Gardens (3 originals)
- 2. Copy of Interlocal Agreement R2018-1027, dated July 10, 2018
- 3. Agreement with Florida LambdaRail LLC for the connection of the City of Palm Beach Gardens to the Florida LambdaRail network

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<b>Recommended by:</b>	 _____ Department Director	<u>9/9/2020</u> _____ Date
 <b>Approved by:</b>	  _____ Deputy County Administrator	 <u>9/17/2020</u> _____ Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$7,700)	(\$8,400)	(\$8,400)	(\$8,400)	(\$8,400)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b><u>(\$7,700)</u></b>	<b><u>(\$8,400)</u></b>	<b><u>(\$8,400)</u></b>	<b><u>(\$8,400)</u></b>	<b><u>(\$8,400)</u></b>

# Additional FTE

Positions (Cumulative)                      0                      0                      0                      0                      0

Is Item Included in Current Budget                      Yes X                      No   

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

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

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

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

FY 2021 reflects 11 months of revenue.

C. Department Fiscal Review:                     myself                      9/9/20                     

## III. REVIEW COMMENTS

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

                    9/15/2020                        
OFMB

                    9/15/2020                        
Contract Administration  
9-15-2020

### B. Legal Sufficiency:

                    Jean-Adel Williams                        
Assistant County Attorney

### C: Other Department Review:

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

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

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

**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Palm Beach Gardens ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2018-1027, dated July 10, 2018.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

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

**WHEREAS**, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

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

**Section 1      Purpose**

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

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

**Section 2      Approval**

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

**Section 3      Exhibits**

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

**Section 4      Term**

The term of this Agreement including Exhibit A, unless terminated as provided in Section 6 herein, is for a period of one (1) year with four (4) automatic one-year renewals. The effective date is the date of approval by the Board of County Commissioners.

**Section 5      Resale of IT Services**

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

**Section 6      Termination**

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

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

**Section 7      Indemnification and Hold Harmless**

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

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

**Section 8      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:

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

To: The City of Palm Beach Gardens  
Ron Ferris, City Manager  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410  
(Telephone: 561-799-4100)

With a copy to: The City of Palm Beach Gardens  
R. Max Lohman, City Attorney  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410  
(Telephone: 561-799-4100)

To: **COUNTY:** Verdenia C. Baker, County Administrator  
c/o 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 the City of Palm Beach Gardens*  
*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     Access and Audits**

The COUNTY shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. The LOCAL GOVERNMENT 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 COUNTY 'S places of business.

**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.

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

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

**Section 17     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 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.

**Section 20     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 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.



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

**Section 22    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 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.

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

**Section 26    Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. LOCAL GOVERNMENT shall execute by manual means only, unless the COUNTY provides otherwise.

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

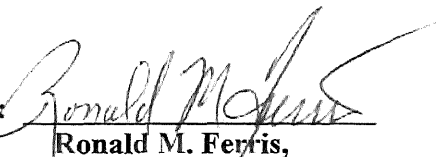
APPROVED AS TO TERMS AND  
CONDITIONS

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

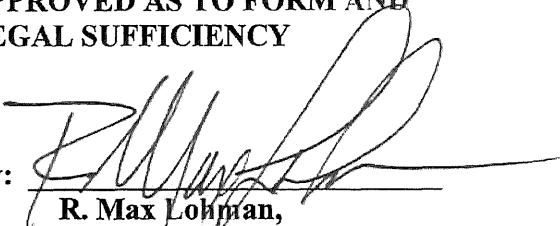
By: \_\_\_\_\_  
Archie Satchell, CIO, ISS

The City of Palm Beach Gardens

By: \_\_\_\_\_  
Patricia Snider, CMC,  
City Clerk

By: \_\_\_\_\_  
Ronald M. Ferris,  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman,  
City Attorney

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

**EXHIBIT A**

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

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

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

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

**Section B: Responsibilities for Network Management**

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

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

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defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

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

**Section C:    Network Equipment Ownership**

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

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

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**Section D:    Network Connection**

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

**Section E:    Modifications to Network**

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

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

**Section F:    Network Interferences**

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment,

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the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G:    Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

**Section H:    Network Security**

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

**Section I:    Description of Services**

**A.     Baseline services from the COUNTY through the COUNTY will include:**

1.     ongoing maintenance of connectivity to the demarcation point(s);
2.     central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;  
  
      If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.
3.     network design;
4.     acquisition and management of network assets;

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5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

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

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;  
  
Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

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

8. requesting changes in network equipment attachments services;  
  
Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within

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thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- ☐ an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- ☐ air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

**Section J: Availability of COUNTY Network Services**

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

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



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

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

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

**Section L: Access for Network Service and Maintenance**

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been

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convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

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**

Eric Holdt, Information Technology Administrator  
561-799-4142 (office)  
561-662-7203 (cell)  
[eholdt@pbcfl.com](mailto:eholdt@pbcfl.com)

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

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.

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

<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>Annual Charges (excl. Install)</b>
10500 N. Military Trail, Palm Beach Gardens, FL 33410	3/1/2009	100 Mb	\$0	\$300	\$50	\$4,200
Fire Station 62	10/1/2011	10 Mb	\$0	\$50	\$0	\$600
Fire Station 63	10/1/2011	10 Mb	\$0	\$50	\$0	\$600
Fire Station 64	10/1/2011	10 Mb	\$0	\$50	\$0	\$600
Fire Station 65	10/1/2011	10 Mb	\$0	\$50	\$0	\$600
PBG Tennis Center	4/1/2019	10 Mb	\$0	\$50	\$0	\$600
PBG Golf course	5/1/2013	10 Mb	\$0	\$50	\$0	\$600
Gardens Skate Park	4/1/2017	10 Mb	\$0	\$50	\$0	\$600
<b>TOTALS</b>			<b>\$0</b>	<b>\$650</b>	<b>\$50</b>	<b>\$8,400</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see <b>Sub-section N1. - Cost Components</b> below).</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

***Agreement with Palm Beach County and the City of Palm Beach Gardens***  
***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: 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.

**Section P: Additional IT Services**

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (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.



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

Task Order #:

Original Agreement #:

Organization requesting services: City of Palm Beach Gardens

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: \_\_\_\_\_ Date: \_\_\_\_\_

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 PALM BEACH GARDENS

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

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

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

R2018 1027  
Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_ day of ~~JUL 10~~ 2018, 2018, by and between the City of Palm Beach Gardens ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreement R2013-0308.2, dated 3/12/2013 and First Amendment R2017-0656, dated 5/16/2017.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

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

**WHEREAS**, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

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

**Section 1     Purpose**

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

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

**Section 2     Approval**

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

**Section 3     Exhibits**

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

**Section 4     Term**

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

**Section 5     Resale of IT Services**

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

**Section 6     Termination**

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

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

**Section 7      Indemnification and Hold Harmless**

The LOCAL GOVERNMENT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

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

**Section 8      Insurance**

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

**Section 9      Damage Caused by Disasters**

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).



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

**Section 10    Notice**

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

To:                    The City of Palm Beach Gardens  
                         Ron Ferris, City Manager  
                         10500 N Military Trail  
                         Palm Beach Gardens, FL 33410  
                         (Telephone: 561-799-4100)

With a copy to:    The City of Palm Beach Gardens  
                         R. Max Lohman, City Attorney  
                         10500 N. Military Trail  
                         Palm Beach Gardens, FL 33410  
                         (Telephone: 561-799-4100)

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

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

**Section 11    Entire Agreement**

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

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

**Section 12     Choice of Law and Venue**

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

**Section 13     Binding Agreement**

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

**Section 14     Subject to Funding**

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

**Section 15     Nondiscrimination**

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

**Section 16     Audits and Public Records**

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

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

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

**Section 17     Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

**Section 18     Regulations, Licensing Requirements**

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**Section 19     No Third Party Beneficiary**

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

**Section 20     No Agency**

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

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

**Section 21    No Assignability**

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

**Section 22    Amendments**

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

**Section 23    Waiver**

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

**Section 24    Continuing Obligations**

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

**Section 25    Joint Preparation**

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

**Section 26    Severability**

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

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

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

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

(The remainder of this page intentionally left blank.)

*Agreement with Palm Beach County and City of Palm Beach Gardens*  
*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:

R2018 1027 JUL 10 2018

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

By:

  
Deputy Clerk  


By:

  
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:

  
County Attorney

By:

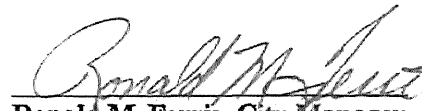
  
Steve Bordelon, CIO, ISS

The City of Palm Beach Gardens

By:

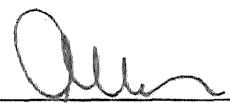
  
Patricia Snider, CMC, City Clerk

By:

  
Ronald M. Ferris, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

  
R. Max Lohman, City Attorney  
for Abigail Forrester-Jordan

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

**EXHIBIT A**

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

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

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

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

**Section B: Responsibilities for Network Management**

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

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

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defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

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

**Section C: Network Equipment Ownership**

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

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.



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

**Section D: Network Connection**

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

**Section E: Modifications to Network**

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

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

**Section F: Network Interferences**

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the

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*Re: Palm Beach County Network Services*

LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G: Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

**Section H: Network Security**

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

**Section I: Description of Services**

**A. Baseline services from the COUNTY through the COUNTY will include:**

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;  
  
If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;

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*Re: Palm Beach County Network Services*

5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

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

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

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

8. requesting changes in network equipment attachments services;

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

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

thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

**Section J: Availability of COUNTY Network Services**

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

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

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

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

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

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

**Section L: Access for Network Service and Maintenance**

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been

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convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

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

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

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

**LOCAL GOVERNMENT Information Services**

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

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

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

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

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

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LOCAL GOVERNMENT Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Total Yearly Charges (excl. Install)
10500 N Military Trail, Palm Beach Gardens, FL 33410	3/1/2009	100Mb	\$0	\$400	\$75	\$5,700
Fire Station 62	10/1/2011	10Mb	\$0	\$50	\$0	\$600
Fire Station 63	10/1/2011	10Mb	\$0	\$50	\$0	\$600
Fire Station 64	10/1/2011	10Mb	\$11,040.96	\$50	\$0	\$600
Fire Station 65	10/1/2011	10Mb	\$0	\$50	\$0	\$600
PBG Tennis Center	10/1/2011 to 3/31/2019	10Mb	4,100.80	\$50	\$0	\$600
PBG Tennis Center (New)	4/1/2019	10Mb	\$17,351.00*			
PBG Golf Course	5/1/2013	10Mb	\$10,000	\$50	\$0	\$600
Gardens Skate Park	4/1/2017	10Mb	\$5,335	\$50	\$0	\$600
<b>TOTALS</b>			<b>\$47,827.76</b>	<b>\$750</b>	<b>\$75</b>	<b>\$9,900</b>
<b>Explanation of Charges:</b> <b>Installation Charges</b> – * This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor. The previous installation costs of \$30,476.76 have been paid in full under Agreement R2013-0308.2 dated 3/12/2013 and First Amendment R2017-0656 dated 5/16/2017. <b>Monthly County Charges</b> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services. <b>Monthly Florida LambdaRail (FLR) Charges</b> – 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). <b>Yearly Charges</b> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.						

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

**N1. Cost Components**

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the

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

**N2. Billing and Payment**

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

**Section O: Additional IT Services**

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

**Section P: Annual Review of Fees and Charges**

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

**Section Q: Insurance**

This section does not apply to Network Services.





Joseph A. Lazor, CGEIT, CISM, ITIL v<sup>4</sup> F  
Chief Executive Officer  
Joseph.lazor@flrnet.org

May 22, 2018

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

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

Dear Mike,

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

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

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

Respectfully,

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

Joseph A. Lazor  
Chief Executive Officer  
Florida LambdaRail