

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

Meeting Date: November 16, 2021

Consent

Regular

Public Hearing

Workshop

Department: Information Systems Services

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

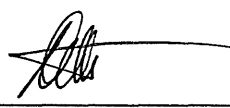
Motion and Title: **Staff recommends motion to receive and file:** Notice of Termination of Interlocal Agreement R2013-0695 for network services with Martin County.

Summary: Martin County has an existing Interlocal Agreement with Palm Beach County (R2013-0695) for network services, which were never activated under this agreement. Martin County has formally requested the termination of the agreement. Countywide (DB)

Background and Justification: Martin County wishes to terminate their network services Interlocal Agreement with Palm Beach County.

Attachments:

1. Notice of Termination from Martin County
2. Copy of Interlocal Agreement R2013-0695, dated June 4, 2013

Recommended by:		
	Department Director	Date

Approved by:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>

Additional FTE
Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes No

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

Revenue Budget Number: Fund Dept Unit RevSrc

B. Recommended Sources of Funds / Summary of Fiscal Impact

There is no reduction in revenue since network service was never activated under this Interlocal Agreement and revenue has not been included in the budget for several years.

C. Department Fiscal Review: *ay mp 10/18/21*

III. REVIEW COMMENTS

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

Robyn Rawner 10/20/21
OFMB 10-20-21
MG 10/20/21

Ann S. Jackson 10/21/21
Contract Administration
10-21-21 Tu

B. Legal Sufficiency:

McL W 10/22/21
Assistant County Attorney

C: Other Department Review:

Department Director

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



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH	Commissioner, District 1	TARYN KRZYDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

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July 24, 2020

Verdenia Baker, County Administrator
 c/o Archie Satchell, Chief Information Officer
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, 8th floor
 West Palm Beach, FL 33401

Reference: Contract R-2013-0695

This letter serves as 60-day notice of termination of contract R-2013-0695, per Section 6, Termination for Convenience within that contract.

Respectfully yours,

Michael Merker
 Chief Information Officer
 Martin County Board of County Commissioners
 2401 SE Monterey Road
 Stuart, FL 34996
 772-221-1310

MMM/cmm

cc: County Attorney's Office, Palm Beach County BOCC
 County Attorney, Office of the Martin County Attorney

Agreement with Palm Beach County and the Martin County

Re: Palm Beach County ISS Services

R201370695
Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this ____ day of ~~____~~ **JUN 04 2013**, 2013, by and between Martin County ("Martin County") a political subdivision of the State of Florida, and Palm Beach County ("Palm Beach County") a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreement R2010-1725, dated 10/19/2010.

WITNESSETH THAT:

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

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

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

WHEREAS, in recognizing these facts, Martin County and Palm Beach 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 Martin County for the purposes described in the attached Exhibit A.

Section 2 Approval

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

Section 3 Exhibit(s)

The attached Exhibit A made a part hereof, delineates the services to be provided to Martin County by Palm Beach County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of ISS and Martin County 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 filing with the Palm Beach County Clerk of Courts and the Martin County Clerk of Circuit Court.

Section 5 Resale of IT Services

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

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification

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

Section 8 Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Martin County acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Martin County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, Martin County shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

Martin County agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, Martin County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which Palm Beach County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve Martin County of its liability and obligations under this Agreement.

Section 9 Damage Caused by Disasters

Should Palm Beach 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 Palm Beach County, unless the governing bodies of both Martin County and Palm Beach County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

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

Section 11 Notice

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

Agreement with Palm Beach County and the Martin County

Re: Palm Beach County ISS Services

MARTIN COUNTY: County Administrator
Martin County Board of County Commissioners
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
(Telephone: 772-288-5939)

With a copy to: County Attorney
Office of the Martin County Attorney
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996
(Telephone: 772-288-5442)

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

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

Section 12 Entire Agreement

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

Section 13 Filing

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office and the Martin County Clerk of the Circuit Court.

Section 14 Participation

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

Section 15 Venue for Dispute Resolution

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

Section 16 Binding Agreement

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

Section 17 Subject to Funding

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

Section 18 Nondiscrimination

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

Section 19 Access and Audits

Martin County shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. Palm Beach 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 Martin County's place of business.

Section 20 Inspector General

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

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.

(The rest of this page is intentionally left blank)

R2013,0695 JUN 04 2013

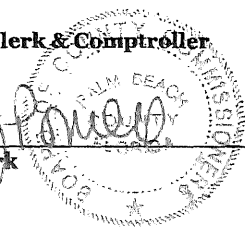
ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: 
Deputy Clerk

By: 
Steven L. Abrams, Mayor



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS


By: 
County Attorney

By: 
Steve Bordelon, Director, ISS

Martin County

ATTEST:

Board of County Commissioners
Martin County, Florida

By: 
Carolyn Timmann,
Clerk of the Circuit Court

By: 
Ed Fielding, Vice-Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

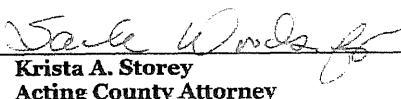
By: 
Krista A. Storey
Acting County Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to Martin County ("Martin County") by Palm Beach County through its Information Systems Services (ISS) Department, to identify the roles and responsibilities of ISS and Martin County 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 November 1, 2010.

Section A: General Requirements for Network Services

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

ISS shall provide Martin County with access to Palm Beach County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

ISS shall be responsible for the routine, day-to-day management of the Palm Beach County network. Each party shall be responsible for day-to-day administration of the network routes which they individually own.

ISS shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve Palm Beach County facilities. ISS shall also maintain auxiliary portions of the network which service both Palm Beach County and Martin County owned facilities. Martin County shall maintain that portion of its own network which exclusively serves its facilities.

ISS shall monitor bandwidth utilization on any network link between Palm Beach County and Martin County.

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

Maintenance and restoration work provided by ISS 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 ISS routers installed at Martin County. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by Martin County 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 ISS to perform maintenance or restoration on Martin County owned electronics or other equipment.

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

Section C: Network Equipment Ownership

Palm Beach County, as represented by ISS, shall own all of its network equipment and assets. Martin County shall continue to maintain ownership of its current network assets. Only ISS 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 ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.

Should Martin County 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 ISS, and vice versa.

Section D: Network Connection

Martin County will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit.

Section E: Modifications to Network

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

ISS 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 Martin County and ISS. ISS agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either Martin County or ISS 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 ISS for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of Martin County. However, should any equipment owned by Martin County render any harmful interference to Palm Beach County's network equipment, ISS may disconnect any or all Martin County owned network connections after informing Martin County'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. ISS shall be the sole party to determine if harmful interference has impacted Palm Beach County network. Palm Beach 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 Martin County or Palm Beach 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. ISS 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 Palm Beach County through ISS will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the ISS router port that feeds Martin County network router connection;

If necessary, security may shut down Martin County'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 Palm Beach County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in Palm Beach 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. Martin County 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 Martin County 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 Martin County technical staff to evaluate whether the cause of any system problem is associated with factors under the control of Martin County.

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;

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

8. requesting changes in network equipment attachments services;
Requests for changes shall be submitted to ISS Director, or designee, for action. Martin County 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 indentified by Martin County. Martin County shall be responsible for all reasonable costs associated with requested changes to network services approved by ISS, which approval shall not be unreasonably withheld.
9. providing, at its expense, the following equipment and facilities at each Martin County 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 Martin County's site.
Martin County 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.

Section J: Availability of Palm Beach County Network Services

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

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to Martin County's IT support staff. If Martin County'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 ISS Network Operations Center at 561-355-HELP (4357). All service problems reported by Martin County will be recorded and tracked in ISS'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 Martin County is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

ISS shall coordinate with and obtain prior written approval from Martin County designee as to the time of any planned maintenance, repair, or installation work. However, Martin County shall provide ISS with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, ISS shall ensure that all ISS personnel or contractors representing ISS sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, ISS's representative shall call Martin County to report any emergency that requires access to any Martin County owned facility. Martin County shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

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

ISS represents that it has verified that neither ISS nor Palm Beach 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 Martin County owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

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

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

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

Martin County Information Services

Roger Brown, Network Administrator
772-221-2345 (office)
772-260-2695 (cell)

Bob Burden, IT Operation Manager
772-223-4836 (office)
772-215-9311 (cell)

Kevin Kryzda, CCIO
772-221-1310 (office)
772-285-9750 (cell)

Section N: Additional IT Services

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

available upon request by Martin County. Martin County agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Palm Beach Board of County Commissioners and the Martin County Board of County Commissioners.

Section O: Annual Review of Fees and Charges

ISS 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.



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

Task Order #:
Original Agreement #R:
Organization requesting services: Martin County
Type of Service:
Location of Service:
Contact Name:
Contact Phone:
Contact eMail:
Requested Date for Completion:
Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Chuck Spalding, Project Manager

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Martin County

COUNTY ATTORNEY

Name, Title