

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

**Meeting Date:** July 12, 2022

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 approve: Fourth Amendment to Agreement R2014-0344, as amended with Lake Worth Christian School Society, Inc removing all PBC wireless services while maintaining existing network services.

**Summary:** The Lake Worth Christian School Society, Inc (LWCS) has an existing Agreement with Palm Beach County (R2014-0344), as amended, for an initial term of one (1) year with four (4) automatic one-year renewals unless notice is given by either party. This fourth amendment removes PBC wireless services at the customer site and includes updated contract terms to provide network services to the LWCS. The Florida LambdaRail, LLC has approved the connection of the Lake Worth Christian School Society, Inc to the Florida LambdaRail network. District 2 (DB)

**Background and Justification:** Lake Worth Christian School Society, Inc (LWCS) migrated away from wireless services the County provides through the above-mentioned Agreement during the month of April 2022. This Amendment removes wireless service previously provided while outlining updated contract terms for existing network services that remain.

**Attachments:**

1. Fourth Amendment to Agreement R2014-0344 with the Lake Worth Christian School Society, Inc (3 originals)
2. Copy of Agreement R2014-0344 dated March 11, 2014
3. Copy of First Amendment R2017-0655 dated March 27, 2017
4. Copy of Second Amendment R2018-0181 dated February 6, 2018
5. Copy of Third Amendment R2019-0865
6. Florida LambdaRail, LLC Authorization Letter

Recommended by:  6/6/22  
Chief Information Officer Date

Approved by:  6/22/22  
County Administrator Date



*Agreement with Palm Beach County and Lake Worth Christian School Society, Inc  
Re: Palm Beach County ISS Services*

**Fourth Amendment**

This Fourth Amendment (“Amendment”) for information technology (“IT”) services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Lake Worth Christian School Society, Inc (“NONPROFIT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

**WHEREAS**, the parties entered into the Agreement **R2014-0344** dated March 11, 2014 as amended, hereinafter referred to as the “Agreement”, under which the COUNTY provided connectivity to the Palm Beach County Network as stated in Exhibit A and Wireless Installation Equipment Services as stated in Exhibit B of that Agreement, to NONPROFIT. The COUNTY and NONPROFIT wish to amend that Agreement.

**WHEREAS**, the parties hereby amend the Agreement as of May 1, 2022 by removing Exhibit B for wireless services while continuing existing network services provided by the COUNTY to the NONPROFIT as follows:

**EXHIBIT A**

The purpose of this Exhibit is to delineate the network services to be provided to the NONPROFIT by the COUNTY to identify the roles and responsibilities of the COUNTY and the NONPROFIT 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 March 11, 2014.

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

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

COUNTY shall provide the NONPROFIT 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.

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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 the COUNTY and NONPROFIT owned facilities. The NONPROFIT 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 NONPROFIT.

Should the COUNTY perform repair and maintenance functions on behalf of the NONPROFIT, it is with the understanding that the COUNTY's responsibility extends only to the NONPROFIT "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the COUNTY-owned network equipment inside each of the NONPROFIT'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 NONPROFIT demarcation point(s). Entrance facilities at NONPROFIT owned locations from the road to demarcation point belong to the NONPROFIT, 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 NONPROFIT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the NONPROFIT 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 NONPROFIT owned electronics or other equipment.

The COUNTY shall provide maintenance to the 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 NONPROFIT. 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 NONPROFIT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network

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

**Section D: Network Connection**

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

**Section E: Modifications to Network**

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

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**Section F: Network Interferences**

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the NONPROFIT. However, should any equipment owned by the NONPROFIT render any harmful interference to the COUNTY's network equipment, The COUNTY may disconnect any or all NONPROFIT owned network connections after informing the NONPROFIT'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 NONPROFIT 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 will include:**

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

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If necessary, security may shut down the NONPROFIT'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 the 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. NONPROFIT 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 the NONPROFIT 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 NONPROFIT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the NONPROFIT.
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 NONPROFIT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from the NONPROFIT owned network property.

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8. requesting changes in network equipment attachments services;  
Requests for changes shall be submitted to ISS CIO, or designee, for action. The NONPROFIT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the NONPROFIT. The NONPROFIT 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 NONPROFIT 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 NONPROFIT's site.  
The NONPROFIT 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 Service**

The COUNTY will provide the NONPROFIT 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 NONPROFIT.



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In the event that Network availability is documented by the COUNTY and declared by the NONPROFIT to be less than 99.9% for two (2) consecutive months, the NONPROFIT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

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

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

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

April Warren, Agency Consultant  
561-355-6777 (office)  
561-358-5783 (cell)  
[amwarren@pbcgov.org](mailto:amwarren@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)

**NONPROFIT Information Services**

Lake Worth Christian School Society, Inc  
Eddie Rosengart, Information Technology Director  
561-586-8216 (office)  
[erosengart@lwcs.org](mailto:erosengart@lwcs.org)

**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 NONPROFIT.

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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 NONPROFIT's building. The NONPROFIT 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 NONPROFIT quarterly.

<b>NONPROFIT Service and Billing Matrix</b>						
<b>Network Services</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>
Lake Worth Christian School 7592 High Ridge Rd, Boynton Beach, FL 33426	4/1/2014	10Mb	\$0	\$150	\$0	\$1,800
<b>TOTALS</b>			<b>\$0</b>	<b>\$150</b>	<b>\$0</b>	<b>\$1,800</b>
<b>Explanation of Charges:</b>						
<u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the NONPROFIT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.						
<u>Monthly COUNTY Charges</u> – The monthly charge paid by the NONPROFIT based on the COUNTY Rate Sheet for Network Services.						
<u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the COUNTY this fee to connect the NONPROFIT 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 NONPROFIT (see <b>Sub-section N1. - Cost Components</b> below).						
<u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the NONPROFIT.						

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The COUNTY has received approvals from the FLR for the NONPROFIT 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 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 NONPROFIT 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 NONPROFIT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Exhibit 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The NONPROFIT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the NONPROFIT. The NONPROFIT 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.

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

ATTEST:

Joseph Abruzzo, Clerk & Comptroller

Palm Beach County, By Its  
Board of County Commissioners

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

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

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

LAKE WORTH CHRISTIAN SCHOOL SOCIETY, INC

By: \_\_\_\_\_  
James Harwood, Superintendent

Witness:

By: \_\_\_\_\_  
Eddie Rosengart, Information Technology Director

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R 2014 0344  
**Agreement**

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_ day of MAR 11 2014, 2014, by and between the Lake Worth Christian School Society, Inc., a Florida Non-Profit corporation, Federal Employer ID #590855397, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WITNESSETH THAT:**

**WHEREAS**, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit Organization funders; and

**WHEREAS**, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their 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 Non-Profit Organization for the purposes described in the attached Exhibit A.

**Section 2**    **Approval**

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

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**Section 3 Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Non-Profit Organization by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Non-Profit Organization in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the 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 Non-Profit Organization shall not share or resell any portion of the County's IT infrastructure or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

**Section 6 Termination for Convenience**

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

**Section 7 Indemnification and Hold Harmless**

The Non-Profit Organization 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

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fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Non-Profit Organization.

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 Non-Profit Organization and the 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.



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**Section 11 Notice**

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

**To: NON-PROFIT ORGANIZATION:**

**Attention:** Robert Hook, Superintendent  
Lake Worth Christian School Society, Inc.  
7592 High Ridge Road  
Boynton Beach, FL 33426  
(Telephone: 561-586-8216)

**With a copy to:** Adam Fabel, IT Director  
Lake Worth Christian School Society, Inc.  
7592 High Ridge Road  
Boynton Beach, FL 33426  
(Telephone: 561-586-8216)

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

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

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**Section 12 Entire Agreement**

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

**Section 13 [Omitted]**

**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**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**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,

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marital status, familial status, sexual orientation, gender identity and expression.

**Section 19 Access and Audits**

The Non-Profit Organization shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Non-Profit Organization's place of business.

**Section 20 Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Non-Profit Organization, 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 21 Regulations, Licensing Requirements**

The Non-Profit Organization 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 Non-Profit Organization 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.

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R2014-0344 MAR 11 2014

ATTEST:

Sharon R. Bock, Clerk & Controller

Palm Beach County, By Its  
Board of County Commissioners

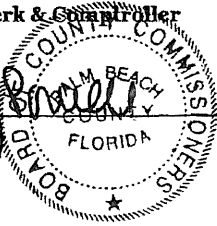
By: 

Deputy Clerk

By: 

Priscilla A. Taylor, Mayor

(SEAL)



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: 

County Attorney

By: 

Steve Bordelon, Director, ISS

Lake Worth Christian School Society, Inc.

By:  

Robert Hook, Superintendent

Witness:

By: 

(Signature), (Printed Name) MARIA R. Novay-Perez

## **EXHIBIT A**

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

The purpose of this Exhibit is to delineate the network services to be provided to the Lake Worth Christian School Society, Inc. ("Non-Profit Organization") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Non-Profit Organization 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 County and the Non-Profit Organization if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

County shall provide the Non-Profit Organization 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 the County and Non-Profit Organization owned facilities. The Non-Profit Organization 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 Non-Profit Organization.

*Agreement with Palm Beach County and the Lake Worth Christian School Society, Inc.*

*Re: Palm Beach County Network Services*

Should the County perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that the County's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit Organization'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 Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, 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 Non-Profit Organization. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization 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 Non-Profit Organization owned electronics or other equipment.

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

*Agreement with Palm Beach County and the Lake Worth Christian School Society, Inc.*

*Re: Palm Beach County Network Services*

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

**Section D: Network Connection**

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

**Section E: Modifications to Network**

If the Non-Profit Organization 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 Non-Profit Organization require the network to be upgraded, the Non-Profit Organization 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 Non-Profit Organization 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 Non-Profit Organization 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 Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, The County may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization'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 Non-Profit Organization 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 will include:**

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



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*Re: Palm Beach County Network Services*

If necessary, security may shut down the Non-Profit Organization'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 the 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. Non-Profit Organization 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 the Non-Profit Organization 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 Non-Profit Organization technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit Organization.

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

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*Re: Palm Beach County Network Services*

The Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Non-Profit Organization owned network property.

8. requesting changes in network equipment attachments services;  
Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization 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 the Non-Profit Organization. The Non-Profit Organization 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 Non-Profit Organization 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 Non-Profit Organization's site.  
The Non-Profit Organization 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 Service**

The County will provide the Non-Profit Organization 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 Non-Profit Organization.

In the event that Network availability is documented by the County and declared by the Non-Profit Organization to be less than 99.9% for two (2) consecutive months, the Non-Profit Organization shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

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

All service issues should first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization'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 Non-Profit Organization 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 Non-Profit Organization 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 Non-Profit Organization designee as to the time of any planned maintenance, repair, or installation work. However, the Non-Profit Organization 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 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 Non-Profit Organization to report any emergency that

*Agreement with Palm Beach County and the Lake Worth Christian School Society, Inc.*  
*Re: Palm Beach County Network Services*

requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. Authorized County employees will carry in their possession badges for identification purposes.

County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Non-Profit Organization 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)

**Non-Profit Organization Information Services**

Robert Hook, Superintendent  
561-586-8216 (office)  
[rhook@lwcs.org](mailto:rhook@lwcs.org)

Adam Fabel, IT Director  
561-586-8216 (office)  
[afabel@lwcs.org](mailto:afabel@lwcs.org)

**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 Non-Profit Organization.

*Agreement with Palm Beach County and the Lake Worth Christian School Society, Inc.  
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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 Non-Profit Organization's building. The Non-Profit Organization 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 Non-Profit Organization quarterly.

<b>Non-Profit Organization Network Service and Billing Matrix</b>						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
7592 High Ridge Road, Boynton Beach, FL 33426	4/1/2014	10Mb	\$7895.50	\$150	\$0	\$1,800
<b>TOTALS</b>			<b>\$7,895.50</b>	<b>\$150</b>	<b>\$0</b>	<b>\$1,800</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – Both parties have agreed the final installation invoice will not exceed the estimated installation charges.</p> <p><u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – The FLR waived the fee for this agreement on 8/7/2013.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.</p>						

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

**N1. Cost Components**

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

*Agreement with Palm Beach County and the Lake Worth Christian School Society, Inc.  
Re: Palm Beach County Network Services*

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Non-Profit Organization 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 Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization 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 Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

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

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

**Section Q: Insurance**

This section does not apply to Network Services.



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

Task Order #:

Original Agreement #R:

Organization requesting services: Lake Worth Christian School Society, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

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

Project Office: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

LAKE WORTH CHRISTIAN SCHOOL  
SOCIETY, INC.

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

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

R2017-0655

MAY 16 2017

FIRST AMENDMENT

**To the Agreement with Palm Beach County and  
Lake Worth Christian School Society, Inc. (R2014-0344)**

**THIS AMENDMENT** is made and entered into March 27, 2017, by and between Lake Worth Christian School Society, Inc. ("LWCS") and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Agreement R2014-0344 dated March 11, 2014 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the LWCS. The County and the LWCS wish to amend that Agreement.

**WHEREAS**, the parties agree to amend the Agreement as follows:

**Item #1:**

**Agreement, Section 11: Notice. Replace LWCS Superintendent with the following:**

Attention: Jim Harwood, Superintendent

**Item #2:**

**Agreement, Section 18: Nondiscrimination. Replace entire section with the following:**

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.

**Item #3:**

**Exhibit A, Section M: Issue Escalation Contacts. Replace entire section with the following:**

**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 Director of ISS  
 561-355-3275 (office)  
 772-979-6607 (cell)

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

**Non-Profit Organization Information Services**

Jim Harwood, Superintendent  
 561-586-8216 (office)  
 jharwood@lwcs.org

Adam Fabel, IT Director  
 561-586-8216 (office)  
 afabel@lwcs.org

**Item #4:**

**Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To add wireless services, effective June 1, 2017, and replace the billing matrix with the following:**

<b>LWCS 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>Total Yearly Charges (excl. Install)</b>
LWCS 7592 High Ridge Road, Boynton Beach, FL 33426	7/1/2014	10Mb	\$7,895.50**	\$50	\$0	\$600
	6/1/2017	wireless nodes (22)	\$5,826.90*	\$550	\$0	\$6,600
<b>TOTALS</b>			<b>\$13,722.40</b>	<b>\$600</b>	<b>\$0</b>	<b>\$7,200</b>
<b>Explanation of Charges:</b>						
*Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the District as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to County of the equipment installed and labor.						
**Installation Charges – This is a billable cost. The work has been completed and LWCS paid in full the amount of \$7,895.50 under R2014-0344, dated 3/11/2014.						
Monthly County Charges – The monthly charge paid by the LWCS based on the County Rate Sheet for Network & Supplemental Services.						
Monthly Florida LambdaRail (FLR) Charges – the FLR waived the fee for LWCS on 8/7/2013.						
Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the LWCS.						

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

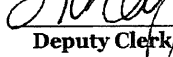
IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

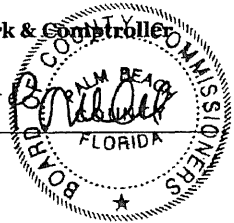
R 2017 0655 MAY 16 2017

Sharon R. Bock, Clerk & Controller

Palm Beach County, By Its  
Board of County Commissioners

By:   
Deputy Clerk

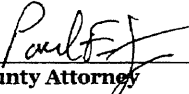
By:   
Paulette Burdick, Mayor



(SEAL)

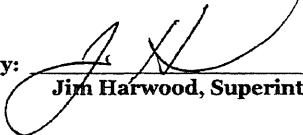
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

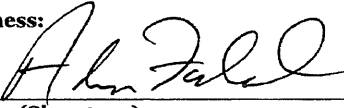
APPROVED AS TO TERMS AND  
CONDITIONS

By:   
County Attorney

By:   
Steve Bordelon, Director, ISS

Lake Worth Christian School Society, Inc.

By:   
Jim Harwood, Superintendent

Witness:  
By:   
(Signature)

Adam Fabel  
(Printed Name)

R2018 0181

SECOND AMENDMENT**To the Agreement with Palm Beach County and  
Lake Worth Christian School Society, Inc. (R2014-0344)**

**THIS AMENDMENT** is made and entered into FEB 06 2018 2018, by and between Lake Worth Christian School Society, Inc. ("LWCS") and Palm Beach County ("County"), a political subdivision of the State of Florida.

**WHEREAS**, the parties have entered into that certain Agreement **R2014-0344** dated March 11, 2014, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the LWCS. The County and the LWCS wish to amend that Agreement.

**WHEREAS**, the parties agree to amend the Agreement as follows:

**Item #1:**

**Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To correct number of wireless service nodes, effective September 1, 2017, and replace the billing matrix with the following:**

<b>LWCS 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>Total Yearly Charges (excl. Install)</b>
LWCS 7592 High Ridge Road, Boynton Beach, FL 33426	7/1/2014	10Mb	\$7,895.50	\$50	\$0	\$600
	9/1/2017	wireless nodes (14)	\$5,826.90	\$350	\$0	\$4,200
<b>TOTALS</b>			<b>\$13,722.40</b>	<b>\$400</b>	<b>\$0</b>	<b>\$4,800</b>
<b>Explanation of Charges:</b>						
<b>Installation Charges</b> – These are a billable cost. The work has been completed and LWCS paid in full the amounts of \$7,895.50 under R2014-0344, dated 3/11/2014 and \$5,826.90 under R2017-0655, dated 5/16/2017.						
<b>Monthly County Charges</b> – The monthly charge paid by LWCS based on the County Rate Sheet for Network & Supplemental Services.						
<b>Monthly Florida LambdaRail (FLR) Charges</b> – the FLR waived the fee for LWCS on 8/7/2013.						
<b>Yearly Charges</b> – The total annual recurring charges, excluding installation charges, paid by LWCS.						

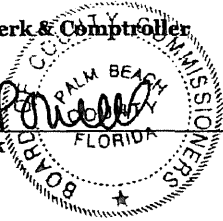
All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

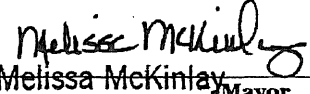
Sharon R. Bock, Clerk & Comptroller

By:   
Deputy Clerk



R2018 0181 FEB 06 2018

Palm Beach County, By Its  
Board of County Commissioners

By:   
Melissa McKinlay, Mayor

(SEAL)

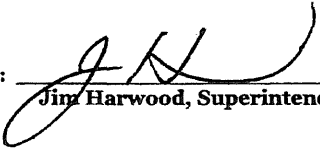
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

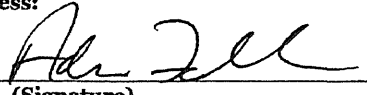
APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Steve Bordelon, Director, ISS

Lake Worth Christian School Society, Inc.

By:   
Jim Harwood, Superintendent

Witness:

By:   
(Signature)

Adam Fabel  
(Printed Name)

*Agreement with Palm Beach County and Lake Worth Christian School Society, Inc.  
Re: Palm Beach County ISS Services*

**Third Amendment**

R2019 0865

This Third Amendment (“Amendment”) to Agreement R2014-0344, as amended (“Agreement”), is entered into this 18 day of JUN 18 2019, 2019, by and between Lake Worth Christian School Society, Inc. (“NONPROFIT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida (collectively, the “Parties”).

**WHEREAS**, on March 11, 2014, the Parties entered into the Agreement under which the COUNTY provides technical services to NONPROFIT;

**WHEREAS**, the Parties wish to expand the scope of services that the COUNTY provides to the NONPROFIT under the Agreement;

**NOW, THEREFORE**, the Parties hereby amend the Agreement by inserting the following Exhibit B, after the current Exhibit A, delineating additional services to be provided by the COUNTY to the NONPROFIT as follows:

**EXHIBIT B**

The purpose of this Exhibit is to delineate the wireless network equipment services to be provided to the NONPROFIT by the COUNTY to identify the roles and responsibilities of the COUNTY and the NONPROFIT 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 Wireless Network Equipment Services**

Wireless network equipment services must be approved by both the COUNTY and the NONPROFIT; and must meet the agreed-upon technical specifications.

**Section B: Responsibilities for Wireless Network Management**

The COUNTY shall install the wireless network equipment in the NONPROFIT facility, and will be responsible for the routine day-to-day management of the equipment.

The COUNTY will maintain all wireless network equipment that serves the NONPROFIT from the demarcation point of the NONPROFIT’s Internet Service Provider (ISP) fiber network connection. Maintenance and restoration work provided by the COUNTY shall be limited to electronics or other equipment owned by the COUNTY.

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The COUNTY shall provide maintenance to the 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 NONPROFIT. 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 shall own all of the wireless network equipment and assets installed in NONPROFIT facility. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its design and installation of the wireless network components. Furthermore, any and all technological changes relative to the wireless 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 NONPROFIT receive grant funds to assist with the construction or maintenance of the wireless network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

**Section D: Network Connection**

The NONPROFIT shall be expected to provide for the fiber network connection to the facility to meet the COUNTY wireless network service requirements and will be responsible for all payments to their Internet Service Provider.

**Section E: Network Interferences**

The COUNTY shall procure, install, operate and maintain wireless networking equipment on the premises of the NONPROFIT. Should any equipment owned by the NONPROFIT render any harmful interference to the COUNTY's wireless network equipment, The COUNTY may disconnect any or all NONPROFIT devices after informing the NONPROFIT's designated technical Point of Contact (POC) of the underlying reasons for the planned action. The COUNTY will utilize its best efforts to prevent any unanticipated wireless network outages should interferences be noted.

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**Section F: 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 G: Description of Services**

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

1. wireless network design;
2. acquisition and management of wireless network assets;
3. wireless network equipment installation and maintenance;
4. network security on the NONPROFIT side of the demarcation point;
5. monitoring of wireless network performance;
6. trouble reporting and tracking; and
7. disaster recovery protection, system reliability, and stability during power outages.

**B. NONPROFIT Responsibilities will include:**

1. all intra-building network maintenance and security;
2. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;
3. requesting changes in wireless network services;
4. promptly paying for the COUNTY's charges which will be invoiced quarterly.

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**Section H: Protocol for Reporting Network Equipment Problems**

All service issues should first be reported to the NONPROFIT's IT support staff. If the NONPROFIT's initial diagnosis of the reported problem indicates that it is related to the wireless network equipment rather than a problem with the NONPROFIT's Internet Service Provider (ISP), 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 NONPROFIT 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 NONPROFIT 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 I: Access for Wireless Network Equipment Service and Maintenance**

The COUNTY shall coordinate with and obtain prior written approval from the NONPROFIT designee as to the time of any planned maintenance, repair, or installation work. However, the NONPROFIT 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 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 NONPROFIT to report any emergency that requires access to any NONPROFIT owned facility. The NONPROFIT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the NONPROFIT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

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



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**Section J: 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)

**NONPROFIT Information Services**

James Harwood, Superintendent  
561-586-8216 (office)  
[jharwood@lwcs.org](mailto:jharwood@lwcs.org)

Adam Fabel  
561-586-8216 (office)  
[afabel@lwcs.org](mailto:afabel@lwcs.org)

**Section K: Fees and Charges for Network Equipment and Related Services**

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

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Location	Service Start Date	Number of Wireless Nodes	Installation Charges	Monthly County Charges	Yearly Charges <i>(excl. Install)</i>
Lake Worth Christian School 7592 High Ridge Road, Boynton Beach, FL 33426	7/1/2019	31	\$6,330.25	\$465	\$5,580
<b>TOTALS</b>		<b>31</b>	<b>\$6,330.25</b>	<b>\$465</b>	<b>\$5,580</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 NONPROFIT 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 NONPROFIT based on the COUNTY Rate Sheet for Wireless Network Equipment Services.</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the NONPROFIT.</p>					

The COUNTY shall submit quarterly invoices to the NONPROFIT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

**Section L: Additional IT Services**

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

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**Section M: 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.

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

ATTEST:

R2019 0865 JUN 18 2019  
Palm Beach County, By Its  
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

By: *Sharon Bock*  
Deputy Clerk

By: *Mack Bernard*  
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: *M. I. W.*  
County Attorney

By: *Archie Satchell*  
Archie Satchell, CIO, ISS

Lake Worth Christian School Society, Inc.

By: *James Harwood*  
James Harwood, Superintendent

Witness:

By: *Adam Fabel*  
(Signature)

Adam Fabel  
(Printed Name)



Joseph A. Lazor, CGEIT, CISM, ITIL v3  
Chief Executive Officer  
joseph.lazor@flrnet.org

March 6, 2019

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

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

Dear Mike,

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

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

Occasionally FLR may be asked to allow connectivity to the network for small not for profit (NFP) organizations within the county whose missions are philanthropic and/or charitable and whose use of the network is less than 5 mgs per month. Upon written request, FLR may allow connectivity to its network as well as to waive the downstream subscriber fees for that specific NFP.

Please accept this letter as authorization for Palm Beach County (an FLR Associate) to connect the Lake Worth Christian School, a small not for profit organization, to the FLR network and FLR waives the downstream subscriber fees for this NFP as long as the usage remains below 5 mgs per month.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joseph A. Lazor', is written over a faint, larger version of the signature.

Joseph A. Lazor  
Chief Executive Officer  
Florida LambdaRail