THIS ITEM IS OVER 50 PAGES AND CAN BE VIEWED IN ADMINISTRATION

Agenda Item #: 3U-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 [x] Consent [ ] Regular [ ] Public Hearing [ ] Workshop

Department: Office of Technology and Innovation (OTI)
Submitted by: Office of Technology and Innovation
Submitted for: Office of Technology and Innovation

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **Rescind** Interlocal Agreement R2013-0308, last amended on June 18, 2019;

B) **Approve** the replacement Interlocal Agreement (IA) providing updated contract terms for network services, and a tower sharing agreement with the City of Delray Beach (Delray Beach) for the period of November 10, 2026 through November 9, 2031 for an annual rent of $17,400; and

C) **Delegate authority** to the County Administrator or designee to approve and execute Task Orders for additional IT services, up to a maximum dollar value of $50,000 per Task Order, that do not substantially change the scope of work, terms or conditions.

Summary: Delray Beach currently has an existing IA with Palm Beach County (R2013-0308) for network services. Staff recommends rescinding the existing IA and replacing it with a new IA for a period of one (1) year, with four (4) automatic one (1)-year renewals, commencing November 10, 2026, through November 9, 2031, unless terminated by either party with appropriate notice. The new IA includes updated contract terms to provide network services and a tower sharing agreement to Delray Beach and will result in an unchanged annual revenue of $17,400. The Florida LambdaRail, LLC has approved connection of Delray Beach to the Florida LambdaRail network. District 7 (TC)

Background and Justification: This IA provides Delray Beach with continued network services, updated contract terms and a tower sharing agreement for IT services.

Attachments:

1. Interlocal Agreement with the City of Delray Beach (3)
2. Interlocal Agreement R2013-0308, dated March 12, 2013
3. Agreement letter with Florida LambdaRail LLC for the connection of the City of Delray Beach to Florida LambdaRail network

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Recommended by: _____ 9/30/26
Deputy Chief Information Officer — Date

Approved by: _____ 10/19/26
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	**2027**	**2028**	**2029**	**2030**	**2031**
Capital Expenditures	$0	0	0	0	0
Operating Costs	$0	0	0	0	0
External Revenues	($15,950)	($17,400)	($17,400)	($17,400)	($17,400)
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	**($15,950)**	**($17,400)**	**($17,400)**	**($17,400)**	**($17,400)**
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No____
Does this item include the use of Federal Funds? Yes____ No X
Does this item include the use of State Funds? Yes____ No X

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

B. Recommended Sources of Funds / Summary of Fiscal Impact

Assumes a start date of November 2026, The FY2027 revenue of $15,950 is calculated as follows:

	Monthly Rate	Months	Total Revenue
Network Services	$1,450	11	$15,950
Total			**$15,950**

C. Department Fiscal Review: 9/29/26

III. REVIEW COMMENTS

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

14/9/2026
OFMB DA 10/8

10/9/26
Contract Administration 10.9.26

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

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

Agreement with Palm Beach County and City of Delray Beach
Re: Palm Beach County OTI Services

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this 10 day of November, 2026, by and between the City of Delray Beach ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2013-0308, dated March 12, 2013.

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

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

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

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

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

Section 1 Purpose

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

Section 2 **Approval**

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

Section 3 **Exhibits**

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

Section 4 **Term**

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

Section 5 **Resale of IT Services**

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

Section 6 **Termination**

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

Section 7 **Indemnification and Hold Harmless**

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

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

Section 8 **Damage Caused by Disasters**

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

Section 9 **Notice**

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

To: City of Delray Beach
Attn: City Manager
100 NW 1st Avenue
Delray Beach, FL 33444

With a copy to: City of Delray Beach
Attn: City Attorney
200 NW 1st Avenue
Delray Beach, FL 33444

To: **COUNTY**: County Administrator
c/o Michael Butler, Office of Technology & Innovation, Deputy CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401

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

Section 10 Entire Agreement

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

Section 11 Choice of Law and Venue

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

Section 12 Binding Agreement

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

Section 13 Subject to Funding

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

Section 14 Nondiscrimination

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

Section 15 Public Records

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

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

C. Ensure that public records that are exempt, or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.

D. Upon completion of the Agreement, the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

Section 16 Access and Audits

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the LOCAL GOVERNMENT'S places of business.

Section 17 Inspector General

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

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

Section 18 Regulations, Licensing Requirements

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

Section 19 No Third Party Beneficiary

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

Section 20 No Agency

Nothing contained herein is intended to or shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 21 No Assignability

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

Section 22 Amendments

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

Section 23 Waiver

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

Section 24 Continuing Obligations

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

Section 25 Joint Preparation

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

Section 26 Severability

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

Section 27 Scrutinized Companies

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

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

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

Section 28 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers,

subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Section 29 Counterparts

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

Section 30 E-Verify – Employment Eligibility

LOCAL GOVERNMENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, LOCAL GOVERNMENT shall register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers. COUNTY shall terminate this Contract if it has a good faith belief that LOCAL GOVERNMENT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

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

ATTEST:

PALM BEACH COUNTY

Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____

ATTEST: SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

(SEAL)

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Michael Buf[illegible], Deputy CIO, OTI

CITY OF DELRAY BEACH

By: _____
Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor 7/14/2026

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CITY OF DELRAY BEACH SEAL FLORIDA

EXHIBIT A

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

These network services originally commenced on September 14, 2010.

Section A: General Requirements for Network Services

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

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

Section B: Responsibilities for Network Management

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

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

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

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

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

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

Section C: Network Equipment Ownership

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

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

Section D: Network Connection

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

Section E: Modifications to Network

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

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

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

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

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

Section H: Network Security

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

Section I: Description of Services

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

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

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

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

B. LOCAL GOVERNMENT Responsibilities will include:

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

   Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

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

8. requesting changes in network equipment attachments services;

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

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

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

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

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

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

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

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

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

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

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

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

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

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal

business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

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

Section M: Issue Escalation Contacts

Palm Beach County OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

Al Alvarez, Director of Network Services
561-355-4982 (office)
561-308-1306 (cell)
aaalvarez@pbc.gov

Michael Butler, Deputy Chief Information Officer
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Don Marese, Assistant IT Director
561-243-7146 (office)
954-520-3450 (cell)
marese@mydelraybeach.com

Jennifer Reynolds, IT Infrastructure Manager
561-243-7192 (office)
561-573-8220 (cell)
reynoldsj@mydelraybeach.com

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

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

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

LOCAL GOVERNMENT Network Services and Billing Matrix

Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges *(excl. Install)*
City Hall 100 NW 1st Ave, Delray Beach, FL 33444	10/1/2010	1 GB	$0	$1,000	$50	$12,600
NRWDC Tallahassee, FL (Data Transport)	12/1/2017	2GB	$0	$400	$0	$4,800
TOTALS			**$0**	**$1,400**	**$50**	**$17,400**

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.

Monthly County Charges – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the LOCAL GOVERNMENT to the FLR via PBCnet. This fee is set by the agreement between the COUNTY and the FLR and is subject to change. This fee is a direct pass through cost to the LOCAL GOVERNMENT (see **Sub-section N1. - Cost Components** below).

Annual Charges – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

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

N1. Cost Components

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

N2. Billing and Payment

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

Section O: Annual Review of Fees and Charges

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided.

Section P: Additional IT Services

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

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

EXHIBIT B

The purpose of this Exhibit is to delineate the activities associated with antenna placements by COUNTY on the LOCAL GOVERNMENT various towers in order to support COUNTY projects via WiMax, to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: COUNTY and LOCAL GOVERNMENT Responsibilities

1. COUNTY antenna placement(s) on a LOCAL GOVERNMENT tower will require review and approval by LOCAL GOVERNMENT.

2. LOCAL GOVERNMENT shall allow COUNTY access to their tower(s) in order to place various on the tower(s) at an agreed upon height per installation.

3. COUNTY shall install the antenna(s) to the tower(s) at no cost to LOCAL GOVERNMENT. COUNTY shall pay for all maintenance, repair, and replacement costs for the antenna(s), and LOCAL GOVERNMENT shall pay for the daily utility cost incurred by the antenna(s).

4. COUNTY agrees that it shall immediately cease operation of its antenna(s) if LOCAL GOVERNMENT, at its sole discretion, requests COUNTY to do so due to interference issues with the LOCAL GOVERNMENT's network or interference with any other network where the provider is already located on the tower.

Section B: Issue Escalation Contacts

Palm Beach County OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

Al Alvarez, Director of Network Services
561-355-4982 (office)
561-308-1306 (cell)
aaalvarez@pbc.gov

Michael Butler, Deputy Chief Information Officer
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Don Marese, Assistant IT Director
561-243-7146 (office)
954-520-3450 (cell)
marese@mydelraybeach.com

Jennifer Reynolds, IT Infrastructure Manager
561-243-7192 (office)
561-573-8220 (cell)
reynoldsj@mydelraybeach.com

Section C: Area Subject to Agreement

The terms of this Exhibit shall apply to various LOCAL GOVERNMENT towers within COUNTY, whereby LOCAL GOVERNMENT can review, on a case by case basis, COUNTY's request to place antenna(s) on specific LOCAL GOVERNMENT towers for WiMax network connectivity to COUNTY projects and other LOCAL GOVERNMENT locations.

CITY OF DELRAY BEACH
CITY ATTORNEY'S OFFICE
200 NW 1ST Avenue, Delray Beach, FL 33444
561-243-7090

LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

Date of Review: 06/08/2026

Document Name: Interlocal Agreement

Document Type: Interlocal Agreement with Palm Beach County for the joint use of County IT assets.

Submitted by: Joel Burzynksi

■ **This document is approved as to form and legal sufficiency.**

☐ **This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s):**

☐ **This document is not approved as to form and legal sufficiency for the following reason(s):**

_____.

Notes:

s/William M. Bennett, Esq.
Assistant City Attorney

Copy to:
___ City Attorney's Office (with a copy of the approved document)
_X_ Other: Joel Burzynski, Casetra Thompson, and Don Marese

Interlocal Agreement

R2013 0308

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____day of MAR 12 2013, 2013, by and between the City of Delray Beach ("Municipality") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreements R2010-1446, dated 9/14/2010 and R2008-1796, dated 10/07/2008.

WITNESSES 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, the Municipality and the County have recognized the need for the Municipality 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 citizen's 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, the Municipality and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

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

Section 1 **Purpose**

The purpose of this Agreement is to provide IT services to the Municipality for the purposes described in the attached Exhibits A, B, and C .

Section 2 **Approval**

The County approves of the Municipality's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A, B, and C.

Section 3 **Exhibits**

The attached Exhibit A, B and C made a part hereof, delineate the services to be provided to the Municipality by the County through its Information Systems Services (ISS) Department, identify the roles and responsibilities of ISS and the Municipality in this regard, and set forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 4 **Term**

The term of this Agreement including Exhibit A, B, and C, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A, B, and C 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 Municipality 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 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

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

Section 8 Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Municipality 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 the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage

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

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

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 Municipality and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

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

Section 11 Notice

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

To: The City of Delray Beach
David T. Harden, City Manager
100 N.W. 1st Avenue
Delray Beach, FL 33444
(561) 243-7015

With a copy to: R. Brian Shutt, Esq., City Attorney
200 N.W. 1st Avenue
Delray Beach, FL 33444
(561) 243-7091

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

Section 13 Filing

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

Section 14 Participation

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

Section 15 Venue for Dispute Resolution

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

Section 16 Binding Agreement

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

Section 17 Subject to Funding

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

Section 18 Nondiscrimination

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

Section 19 Access and Audits

The Municipality 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 Municipality'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 Municipality, 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.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

R2013 0308 MAR 12 2013

Palm Beach County, By Its Board of County Commissioners

By: _____

Steven L. Abrams, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Steve Bordelon, Director, ISS

The City of Delray Beach

ATTEST:

By: _____
Chevelle D. Nubin, MMC, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Brian Shutt, Esq., City 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 the City of Delray Beach ("Municipality") by the County through its Information Systems Services (ISS) Department, to identify the roles and responsibilities of ISS and the Municipality in this regard, to establish a problem resolution and escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for Network Services

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

ISS shall provide the Municipality with access to the 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 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 County facilities. ISS shall also maintain auxiliary portions of the network which service both County and Municipality owned facilities. The Municipality shall maintain that portion of its own network which exclusively serves its facilities.

ISS shall monitor bandwidth utilization on any network link between the County and the Municipality.

Should ISS perform repair and maintenance functions on behalf of the Municipality, it is with the understanding that ISS's responsibility extends only to the Municipality "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the Municipality's buildings or facilities connected to the County network. ISS will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the City demarcation point(s). Entrance facilities at Municipality owned locations from the road to demarcation point belong to the Municipality, whereas the fiber within may belong to the 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, and ISS routers installed at the Municipality. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Municipality 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 Municipality owned electronics or other equipment.

ISS shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. ISS shall abide by agreed upon security requirements of the Municipality. 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

The County, as represented by ISS, shall own all of its network equipment and assets. The Municipality 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 the Municipality 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

The Municipality 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 Municipality shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Municipality 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 the Municipality require the network to be upgraded, the Municipality 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.

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 the Municipality 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 the Municipality 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 the Municipality. However, should any equipment owned by the Municipality render any harmful interference to the County's network equipment, ISS may disconnect any or all Municipality owned network connections after informing the Municipality'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 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 Municipality 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. 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 the 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 the Municipality network router connection;

   If necessary, security may shut down the Municipality's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on County side of the demarcation point;

8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in ISS'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. Municipality 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 Municipality 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 Municipality technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Municipality.
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 Municipality will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Municipality 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 Municipality 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 Municipality. The Municipality 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 Municipality 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 Municipalities site.

     The Municipality 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 ISS's reasonable charges, such charges being set out in Section N of this Exhibit , which charges will be invoiced quarterly.

Section J: <u>Availability of County Network Services</u>

ISS will provide the Municipality with access to the 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 the Municipality.

In the event that Network availability is documented by ISS and declared by the Municipality to be less than 99.9% for two (2) consecutive months, the Municipality 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 Municipality's IT support staff. If the Municipality'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 561-355-6700. All service problems reported by the Municipality 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 the Municipality 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 the Municipality designee as to the time of any planned maintenance, repair, or installation work. However, the Municipality 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 the Municipality to report any emergency that requires access to any Municipality owned facility. The Municipality shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

ISS shall supply the Municipality with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Municipality 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 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 Municipality owned buildings under the Agreement.

Section M: Issue Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

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

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

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

Municipality Information Services

Name, Title:	Jennifer Reynolds
Phone (office):	(561) 243-7192

Name, Title:	Guy Buzzelli, CIO
Phone (office):	(561) 243-7149
Phone (cell):	(561) 212-2307

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 Municipality.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Municipalities building. The Municipality will be responsible for reimbursement to ISS of said costs, estimated at the time of Agreement to be $0, as described in the Table below.

Service charges will be assessed on a monthly basis, and ISS will invoice the Municipality quarterly as shown in Table below.

City of Delray Beach Network Service and Billing Matrix

Location	Service Start Date	Installation Charges	Monthly County Charges	Monthly FL LambdaRail ("FLR") Charges	NWRDC Charges	Yearly Charges excluding Installation
100 NW 1st Ave Delray Beach, FL	10/2010	$0	$600	$100	$0	$8,400
TOTALS		**$0**	**$600**	**$100**	**$0**	**$8,400**

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the Municipality as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.

Monthly County Charges – This is a flat fee monthly charge of $600 per month.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the Municipality 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 Municipality (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the Municipality.

ISS has received approvals from the FLR for the Municipality 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 ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

N2. Billing and Payment

The County shall submit quarterly invoices to the Municipality which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within 45 days of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the Municipality in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services are 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 Municipality is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Municipality. The Municipality agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

Section P: Annual Review of Fees and Charges

ISS reserves the right to review the fees for this Exhibit on a yearly basis and make appropriate rate adjustments. Should an increase be warranted, 60 days notice will be provided. Any such appropriated 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:

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:_____

Project Office:_____Date:_____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____ _____

COUNTY ATTORNEY

EXHIBIT B

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) ANTENNA PLACEMENT

The purpose of this Exhibit is to identify the roles and responsibilities, including problem resolution and cost and payment requirements, of the County through its Information Systems Services (ISS) Department and the City of Delray Beach ("Municipality") regarding the placement of an antenna on the Municipality's communications tower located at its Police Department in order to support the Delray Beach Digital Divide project.

Section A: County and Municipality Responsibilities

1. The Municipality shall allow the County's ISS Department access to the tower, described in Appendix A, attached hereto, in order to place its antenna, described in Appendix B, attached hereto, on the tower at an approximate height of 65 feet.
2. ISS shall install the antenna to the tower at no cost to the Municipality. The County shall pay for any and all maintenance and repair costs for the antenna, and the Municipality shall pay for the daily utility cost incurred by the antenna.
3. The County agrees that it shall immediately cease operation of its antenna if the Municipality, at its sole discretion, requests the County to do so due to interference issues with the Municipality's network or interference with any other network where the provider is already located on the tower.

Section B: 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 Operations:
561-355-3956 (office)
561-722-3349 (cell)

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

Municipality Information Services

Name, Title:	Ed Del Portillo, Project Manager/LAN
Phone (office):	(561) 243-7147
Phone (cell):	(561) 315-4537

Name, Title:	Guy Buzzelli, CIO
Phone (office):	(561) 243-7149
Phone (cell):	(561) 212-2307

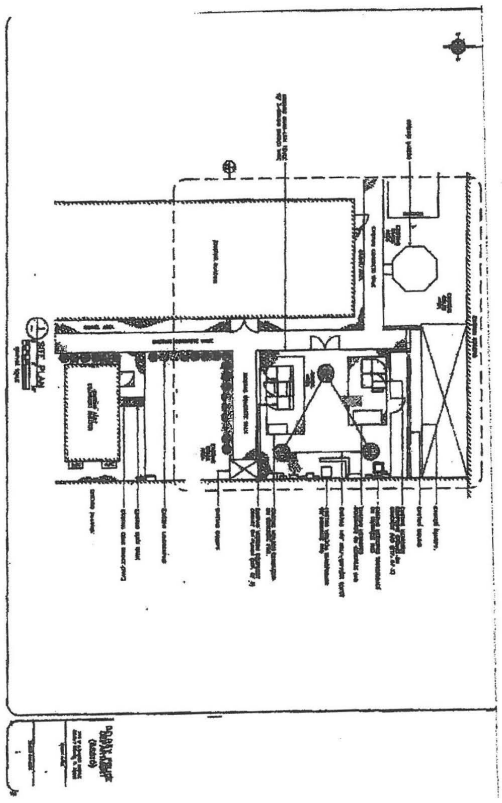
Section C: Area Subject to Agreement

The terms of this Exhibit shall apply to the communications tower located at the Municipality's Police Department, 300 West Atlantic Avenue, Delray Beach, FL.

Section D: Additional IT Services

Upon request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the Municipality in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services are 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 Municipality is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Municipality. The Municipality agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

APPENDIX A



APPENDIX B

Specifications

Electrical Specifications

Frequency	2400-2500 MHz
Gain	15 dBi
Horizontal Beam Width	180 degrees
Vertical Beam Width	+/- 10 degrees
Impedance	50 Ohm
Max. Input Power	500 Watts
VSWR	< 1.5:1 avg.
Connector	N Female
Lightning Protection	DC Short

Mechanical Specifications

Weight	10 lbs. (4.54 Kg)
Dimensions	41 x 8.5 x 6.5 inches (104 x 21.6 x 16.5 cm)
Radome Material	UV Epoxy Fiberglass
Reflector Material	Aluminum
Mounting	2 inch (5 cm) O.D. pipe max.
Operating Temperature	-40° C to 85° C (-40° F to 185° F)
Polarization	Vertical
Down-tilt (mech)	0 to 26 degrees (adjustable)
RoHS Compliant	Yes

Attachment 1

Palm Beach County

Information Systems Services

Task Order < $50,000

Task Order #:

Original Agreement #R:

Organization requesting services:

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:_____

Project Office:_____Date:_____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____ _____

COUNTY ATTORNEY

EXHIBIT C

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) WIRELESS SERVICES

The purpose of this Exhibit is to identify the roles and responsibilities, including payment requirements, of the County through its Information Systems Services (ISS) Department and the City of Delray Beach ("Municipality") regarding the placement of WiFi antennas on FPL streetlights for the Delray Beach Digital Divide Project.

Section A: County Responsibilities

1. The County shall mount WiFi antenna on specific FPL streetlights at no cost and provide wireless internet access as part of the Digital Divide project.
2. The County shall pay for any and all maintenance and repair costs for the antenna.
3. The County shall pay FPL the appropriate fees for each antenna mounted to a streetlight in accordance with Section 4.1 (a) and (b) of the FPL Street Light Attachment Agreement and in accordance with the FPL Wireless Internet Electric Service Agreement which are incorporated herein by reference.
4. The County will provide the Municipality with two bills for reimbursement, both a 'pass-through' from FPL, a monthly electrical service bill (estimated @ $5) for each street light and an annual per pole attachment fee (estimated @ $119.19) imposed by FPL for use of each streetlight. These fees are in addition to the Street Light fees for which the Municipality is and will continue to responsible for under a separate agreement between the Municipality and FPL.

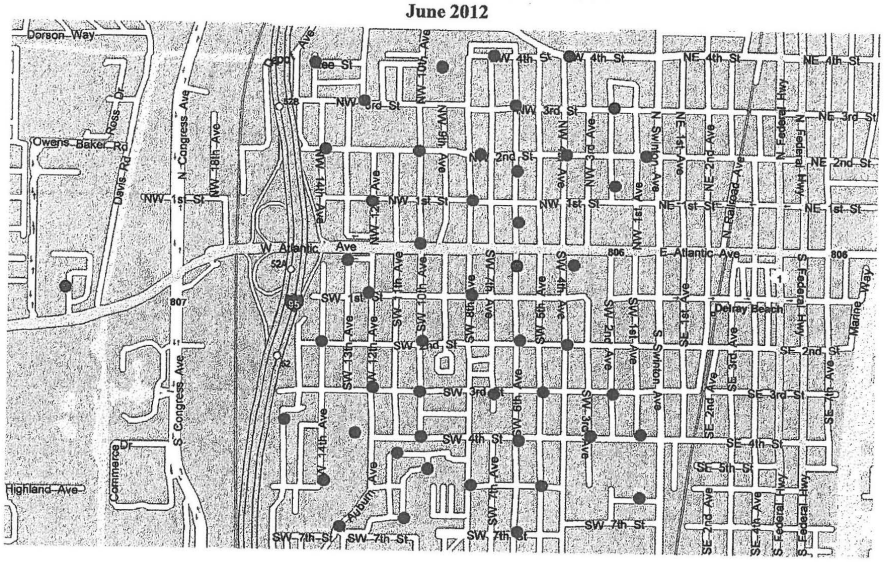
Section B: Municipality Responsibilities

1. The Municipality agrees to reimburse the County the fees identified above in Section A 4.
2. The Municipality agrees that the initial project area is identified in Appendix A of this document. Each green dot between I-95 and Swinton Avenue on the map indicates the location of a FPL streetlight and mounting location for a WiFi antenna.

Section C: Additional IT Services

Upon request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the Municipality in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services are 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 Municipality is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Municipality. The Municipality agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

APPENDIX A
Planned WiFi Antenna Locations as of
June 2012



Initial estimated pole usage will be 48 poles as show on diagram.

Attachment 1

Palm Beach County

Information Systems Services

Task Order < $50,000

Task Order #:

Original Agreement #R:

Organization requesting services: City of Delray Beach

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director:_____ Date:_____
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

_____
COUNTY ATTORNEY

City of Delray Beach

_____
(Name, Title)

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, certify
this to be a true and correct copy of the original
filed in my office on MAR 12 2013
dated at West Palm Beach, FL on 3-20-13
By: _____ Deputy Clerk

FLR
Florida LambdaRail
Florida's 100 Gigabit Research and Education Network

Joseph A. Lazor, CGEIT, CISM, ITIL v(3) F
Chief Executive Officer
Joseph.lazor@flrnet.org

February 26, 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 21st century economy initiatives; (iii) the potential participant is teaming with an Equity Partner or Affiliate in research or 21st century economy initiatives; (iv) the potential participant facilitates connecting other State of Florida government entities that do not conflict with the purpose of FLR; (v) providing such service does not jeopardize FLR's not for profit status and have been approved by FLR.

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

Respectfully,

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail