Agenda Item #: 3U-4

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 R2020-1103;

B) Approve the replacement Interlocal Agreement (IA) providing updated contract terms with the City of West Palm Beach (WPB) for the period of November 10, 2026 through November 9, 2031 for an annual revenue of $36,240; 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: WPB currently has an existing IA with Palm Beach County (R2020-1103) for network services and colocation 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 both network and colocation services to WPB and will result in an unchanged annual revenue of $36,240. The Florida LambdaRail, LLC has approved connection of WPB to the Florida LambdaRail network. Districts 2 and 7 (TC)

Background and Justification: This IA provides WPB with continued network and colocation services and updated contract terms for IT services.

Attachments:

1. Interlocal Agreement with the City of West Palm Beach (3)
2. Interlocal Agreement R2020-1103, dated August 25, 2020
3. Agreement letter with Florida LambdaRail LLC for the connection of the City of West Palm Beach to Florida LambdaRail network

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Recommended by: _____ 10/26/26
Deputy Chief Information Officer — Date

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

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

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

Approved by: _____ 9/30/26
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	($33,220)	($36,240)	($36,240)	($36,240)	($36,240)
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	**($33,220)**	**($36,240)**	**($36,240)**	**($36,240)**	**($36,240)**
# 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 $33,220 is calculated as follows:

	Monthly Rate	Months	Total Revenue
Network Services	$1,050	11	$11,550
Colocation Services	$1,970	11	$21,670
Total			**$33,220**

C. Department Fiscal Review: 9/29/26

III. REVIEW COMMENTS

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

10/8/2026
OFMB 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 West Palm Beach
Re: Palm Beach County OTI Services

Interlocal Agreement

WPB No. 37760

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this 10 day of November, 2026, by and between City of West Palm Beach ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds the existing Agreement for IT Services R2020-1103, dated August 25, 2020.

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

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

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

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

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

Section 1 Purpose

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

Section 3 Exhibits

The attached Exhibits A & B made a part hereof, delineates 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 Exhibits A & 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 West Palm Beach
City Administrator
401 Clematis Street, 2nd Floor
West Palm Beach, FL 33401
(Telephone: 561-822-1400)

With a copy to: City of West Palm Beach
City Attorney
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
(Telephone: 561-822-1360)

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
(Telephone: 561-355-2823)

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

Section 10 Entire Agreement

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

Section 11 Choice of Law and Venue

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

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

Section 19 No Third Party Beneficiary

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

Section 20 No Agency

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

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

By: _____

ATTEST: SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

(SEAL)

Palm Beach County, By Its Board of County Commissioners

By: _____

Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Michael Butler, Deputy CIO, OTI

CITY OF WEST PALM BEACH

By: _____
Shaquita Edwards, City Clerk

By: _____
Keith A. James, Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____
Nancy Urcheck,
Deputy City Attorney

EXHIBIT A

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

These network services originally commenced on July 20, 2010.

Section A: General Requirements for Network Services

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

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

Section B: Responsibilities for Network Management

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

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

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

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: <u>Network Equipment Ownership</u>

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, Systems Architecture Analyst
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

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

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)*
First & Second Connections Combined 600 Banyan Blvd 301 N Olive Ave	7/20/2010	1G	$0	$1000	$50	$12,600
TOTALS			**$0**	**$1000**	**$50**	**$12,600**

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.

- 24 x 7 monitoring of power and HVAC infrastructure
- Diesel generator with automatic transfer switch that engages during primary power loss
- Connections for portable generator and chiller should the primary units fail or be shut down for maintenance
- 6,000 gallon fuel tank dedicated to the data center with a local fuel distribution facility
- Pre-action sprinkler fire suppression system
- 24 x 7 video surveillance
- Card readers used for entry into the data center by approved personnel

A. COUNTY Responsibilities will include:

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

- Provide In-Rack PDU's and Tap-Off Boxes for connection to the overhead PDI Powerwave Bus System for Rack. Assumption is rack will require redundant power.
- Conduct annual reviews of this Exhibit during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities or when an employee has lost his/her badge.

B. LOCAL GOVERNMENT Responsibilities will include:

Installation

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

Access

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

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

Parking

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

General Responsibilities

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

Annual Review of Agreement

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

Section C: Deliveries

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

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

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

Section D: Disaster Recovery

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

Section E: Availability of COUNTY Server and Storage Services

The COUNTY will provide LOCAL GOVERNMENT with leased server and storage facility space. COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

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

Section F: Protocol for Reporting Colocation Service Problems

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

Section G: Issue Escalation Contacts

Palm Beach County OTI

Palm Beach County 24 x 7 Help Desk: 561-355-HELP (4357)

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

Santhosh Samuel, Senior Server Manager
561-355-6268 (office)
561-628-2205 (cell)
ssamuel@pbc.gov

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

LOCAL GOVERNMENT Information Services

Miguel Gamino, Technology Operations Manager
561-822-1223 (office)
561-402-9886 (cell)

MGamino@wpb.org

Section H: Fees and Charges for Colocation Services

The COUNTY will serve as project manager and incur all costs associated with the installation of colocation services. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

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

LOCAL GOVERNMENT Colocation Services and Billing Matrix

Location	Service Start Date	Other Services	Installation Charges	Monthly County Charges	Annual Charges *excl. (Insta..)*
Equipment Rack (2 racks @ $735 each monthly)	6/2020*	N/A	$0	$1,470	$17,640
Hands-On Technician at Data Center (Escorted)	6/2020	$75/Hr. (Day); $125/Hr. (Night)	N/A	TBD	TBD
Additional AC Power (2 racks, 15 Amps @ $250 each monthly)	6/2020	N/A	$0	$500	$6,000
Total			**$0**	**$1,970**	**$23,640**

Explanation of Charges:

Installation Charges – This is a one-time billable cost.

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

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

*Original colocation service start date is 6/2020. In 2024, an additional rack was added for a total of 2 full racks.

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 I: 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.

Section J: Annual Review of Fees and Charges

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

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

WPB #25494

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this_____day of AUG 2 5 2020, 2020, by and between City of West Palm Beach ("LOCAL GOVERNMENT") and Palm Beach County ("COUNTY") a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2010-1146, dated July20, 2010. R2020 1103

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

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

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

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

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

Section 1 Purpose

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

Section 2 Approval

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

Section 3 Exhibits

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

Section 4 Term

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

Section 5 Resale of IT Services

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

Section 6 Termination

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

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 West Palm Beach
City Administrator
401 Clematis Street, 2nd floor
West Palm Beach, FL 33401
(Telephone: 561-822-1400)

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

To: **COUNTY**: Verdenia C. Baker, County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

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

Section 10 Entire Agreement

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

Section 11 Choice of Law and Venue

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

Section 12 Binding Agreement

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

Section 13 Subject to Funding

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

Section 14 Nondiscrimination

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

Section 15 Public Records

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

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

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

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

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

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

IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG 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, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 19 No Third Party Beneficiary

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

Section 20 **No Agency**

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

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, through electronic or manual means, all of which shall constitute collectively but one and the same instrument.

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

ATTEST:

R2020 1103

AUG 2 5 2020

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Palm Beach County, By Its Board of County Commissioners

By: _____
Dave Kerner, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Archie Satchell, CIO, ISS

City of West Palm Beach

By: _____
Hazeline Carson, City Clerk

By: _____
Keith James, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Stacey R. Weinger, Sr. Assistant City Attorney

EXHIBIT A

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

These network services originally commenced on July 20, 2010

Section A: General Requirements for Network Services

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

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

Section B: Responsibilities for Network Management

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

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

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

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

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

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

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

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

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

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

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 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

Michael Butler, Director of ISS Network Services
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbcgov.org

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services

Miguel Gamino, Technology Operations Manager
561-822-1223 (office)
561-402-9886 (cell)
MGamino@wpb.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 LOCAL GOVERNMENT.

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

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

LOCAL GOVERNMENT Network Service and Billing Matrix

Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges *(excl. Install)*
First and second connection combined	7/20/2010	250 Mb	$0	$500	$50	$6,600
TOTALS			**$0**	**$500**	**$50**	**$6,600**

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).

Yearly 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: Additional IT Services

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

Section P: Annual Review of Fees and Charges

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

EXHIBIT B

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

Section A: Server / Storage Housing

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

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

Section B: Description of Services

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

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

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

A. COUNTY Responsibilities will include:

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

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

B. LOCAL GOVERNMENT Responsibilities will include:

Installation

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

Access

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

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

Parking

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

General Responsibilities

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

Annual Review of Agreement

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

Section C: Deliveries

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

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

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

Section D: Disaster Recovery

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

Section E: Availability of COUNTY Server and Storage Services

The COUNTY may provide LOCAL GOVERNMENT with leased server and storage facility space. COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

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

Section F: Protocol for Reporting Colocation Service Problems

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

Section G: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24 x 7 Help Desk: 561-355-HELP (4357)

Jenise Link, Senior Manager
561-355-6119 (office)
772-766-1309 (cell)
jlink@pbcgov.org

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

Archie Satchell, Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)
asatchell@pbcgov.org

LOCAL GOVERNMENT Information Services
Miguel Gamino, Technology Operations Manager
561-822-1223 (office)
561-402-9886 (cell)
MGamino@wpb.org

Section H: Fees and Charges for Colocation Services

The COUNTY will serve as project manager and incur all costs associated with the installation of colocation services. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under "Installation Charges".

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

LOCAL GOVERNMENT Colocation Services and Billing Matrix

Location	Service Start Date	Other Services	Installation Fee	Monthly County Costs	Annual Charges *(excl. Install)*
1 Equipment Rack	6/2020	N/A	$1,250	$735	$8,820
Escort for Data Center		$75/Hr. (Day); $125/Hr. (Night)	N/A	TBD	TBD
Cross Connect to Data Center (2 x 10Gbps)	6/2020			$50	$600
Total			**$1,250**	**$785**	**$9,420**

Explanation of Charges:

Installation Charges – This is a one-time billable cost.

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

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

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 I: Additional IT Services

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

Section J: Annual Review of Fees and Charges

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

Appendix 1

Palm Beach County

Information Systems Services

Task Order < $50,000

Task Order #:

Original Agreement #:

Organization requesting services: City of West Palm Beach

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact Email:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director:_____Date:_____

ISS Fiscal Manager:_____Date:_____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
By: Archie Satchell, CIO, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
COUNTY ATTORNEY

CITY OF WEST PALM BEACH

_____
Name / Title

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

July 1, 2019

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

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

Dear Mike,

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

As an Associate, Palm Beach County, shall be authorized to provide connectivity to the FLR network, through its fiber network to any of the municipalities incorporated within Palm Beach County or any other person or entity (hereinafter referred to as "Third Party Connections") which meet the criteria for non-equity participants in FLR. Such criteria being that a potential non-equity participant must meet one of the following condition: (i) the potential participant is an educational institution (i.e. private, non-profit educational institution, Florida public university, community college, for profit college, or public/private school; (ii) the potential participant is in collaboration with other FLR non-profit participants in support of research education or 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 West Palm Beach to the FLR network.

Respectfully,

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail