



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>
Capital Expenditures	0	\$6,425*	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	<u>(0)</u>	<u>(\$14,825)*</u>	<u>(\$8,400)</u>	<u>(\$8,400)</u>	<u>(\$8,400)</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$0</u></b>	<b><u>(\$8,400)*</u></b>	<b><u>(\$8,400)</u></b>	<b><u>(\$8,400)</u></b>	<b><u>(\$8,400)</u></b>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Proposed Budget? Yes X No     

Budget Acct Number(s): Fund 0001 Dept. 490 Unit 1300 Rev Src 4900

\* Assumes a 10/1/2011 service start date

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

C. Department Fiscal Review: *Tom St. Paul 8/30/11*

**III. REVIEW COMMENTS**

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

*[Signature]* 8/30/11  
 OFMB SN 8/30/11  
 WS 8-30-11  
 8/30/11

*[Signature]* 9/1/11  
 Contract Administration  
 9-1-11 P. Wheeler

**B. Legal Sufficiency:**  
*Paul F. [Signature]* 9/6/11  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C: Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

*Continued from page 1...*

The County's fiber optic network and connection to the LambdaRail is a valuable resource offered to all qualifying organizations, including government, education, health care, and non-profits. The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state universities and is jointly owned by these same universities, including Florida Atlantic University and Palm Beach State College.

On April 15, 2008, the Board of County Commissioners approved the execution of a contract between Palm Beach County and the Florida LambdaRail, LLC. The County utilizes this connection to provide faster broadband services for Internet access while reducing the annual costs of Internet service. The LambdaRail also facilitates disaster recovery programs and expands access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other educational, local government, and non-profit organizations interested in linking to the LambdaRail. Palm Beach County was the first local government to connect to the LambdaRail and our contract enables the County to serve as a reseller of network access to the LambdaRail.

Faster Internet response time, access to offsite (backup) computing facilities, and a lower cost of service provide strong incentives for other public sector and non-profit organizations to join the County's network. Existing network service agreements include the major educational institutions in Palm Beach County, several municipalities, several non-profit organizations, and other taxing authorities, including the Health Care District, Children's Services and the Loxahatchee River Environmental District. Discussions are currently underway to execute additional interlocal agreements with the Town of Lantana and Northwood University.

This Agreement provides ARC with a higher level of Internet service while reducing their annual telecommunications cost by approximately \$12,000. These savings are due to the wholesale pricing structure of commodity Internet access via Florida LambdaRail as well as the economies of scale realized by leveraging the County's existing investment in network infrastructure and technical support staff.

The cost savings factor is especially important under the current economic conditions which are forcing budget cutbacks in taxpayer-funded organizations.

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## **Agreement**

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, with The ARC of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #59-088-3386, ("ARC"), and Palm Beach County (the "County"), a political subdivision of the State of Florida.

**WITNESSES THAT:**

**WHEREAS**, ARC and the County have recognized the need for ARC to connect to the County's Network ("Network") for the purpose of utilizing the County as the ARC's Internet Service Provider. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

**WHEREAS**, the County and ARC have demonstrated needs for Network connectivity, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

**WHEREAS**, more effective, efficient, and reliable services will result from the County and ARC utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and ARC; and

**WHEREAS**, the parties believe that additional advanced networking initiatives will come to fruition through the synergies of the County and ARC working in unison; and

**WHEREAS**, in recognizing these facts, ARC and the County desire to enter into such an agreement which provides for the joint use of such Network 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:

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**AGREEMENT**

**Section 1 Purpose**

The purpose of this Agreement is to interconnect ARC to the County's Network for the purposes described in Exhibit "A". The Network is defined as the cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, ARC and other third parties who enter into appropriate licensing agreements with the County.

**Section 2 Approval**

The County approves of ARC's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall become effective upon its execution by both parties.

**Section 3 Term**

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 11 herein.

**Section 4 Network Connection**

ARC will be provided with a fiber connection and sufficient bandwidth capacity to meet ARC's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). ARC shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purposes of ARC, and all associated labor costs to connect to ARC's facility, and the monthly Usage Fee as set forth in Exhibit "A".

**Section 5 Resale of Network Services**

ARC shall not share or resell any portion of the County's network 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.

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**Section 6 County's 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 routes 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 ARC facilities. ARC shall maintain that portion of its own network which exclusively serves its facilities.

The Palm Beach County Information Systems Services Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and ARC. The County shall provide ARC with access to the County's Network on a best-effort basis and as otherwise provided for herein. The County agrees to share its network monitoring tools to provide ARC's technical staff with the capability to monitor its portions of the Network, and perform local trouble shooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of ARC, it is with the understanding that the County's responsibility extends only to the demarcation point.

The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of ARC's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all network infrastructure to the point of the network equipment connection to ARC's facilities. Entrance facilities at ARC's locations from road to Demarcation Point belong to ARC 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, and the County routers installed at each ARC site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by ARC.

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 ARC's electronics or other equipment.

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

**Section 7 Service Level Agreement**

Roles and responsibilities of the County and ARC are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

**Section 8 Network Ownership**

The County shall own the Network. ARC shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify the 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 ARC receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

**Section 9 Modifications to Network**

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

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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 ARC 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 ARC 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 10 Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of ARC. However, should any equipment owned by ARC render any harmful interference to the County Network, ISS may disconnect any or all ARC connections after informing ARC's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect ARC 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. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted. In the event that reconnection can not occur and the County determines that such disconnection shall become permanent, ARC shall be entitled to a pro rata refund of any monies paid in advance for the service.

**Section 11 Termination for Convenience**

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay or refund all sums due through the effective date of the termination.

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Termination of this Agreement by either party may also be contingent upon the failure to ratify annual appropriation for these services by the party's governing body.

**Section 12 Indemnification and Hold Harmless**

The ARC shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the ARC.

**Section 13 Insurance**

ARC agrees to maintain sufficient general liability insurance to cover these acts. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification of ARC.

- A. ARC shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. ARC shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by ARC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ARC under the contract.
- B. **Commercial General Liability:** ARC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the County's Risk Management Department. ARC shall provide this coverage on a primary basis.
- C. **Additional Insured:** ARC shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read:

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"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." ARC shall provide the Additional Insured endorsements coverage on a primary basis.

- D. **Waiver of Subrogation:** ARC hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then ARC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should ARC enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance:** Prior to execution of this Contract, ARC shall deliver to the County's representative as identified in Article 16, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:
- Palm Beach County Board of County Commissioners**  
c/o Steve Bordelon, Director, ISS  
301 North Olive Ave, Room 801.10  
West Palm Beach, Fl 33401
- F. **Umbrella or Excess Liability:** If necessary, ARC may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Right to Review:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. County

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reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS 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 14 Damage Caused by Disasters**

Should the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the network, including utility pole replacement, exceeds 50% of the original installation costs, this Agreement is automatically terminated unless the governing bodies of both ARC and County authorize its continuation and associated funding to repair or restore the affected area(s). In the event of such termination, the parties shall pay or refund all sums due through the effective date of the termination. Should the Network sustain damage to an Auxiliary Route used only by either ARC or the County, the owning party shall determine if the line will be repaired or replaced.

**Section 15 Miscellaneous**

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

**Section 16 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

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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: ARC**            Attention: Michael P. Papa, Executive Director  
                                 The ARC of Palm Beach County  
                                 1201 Australian Avenue  
                                 Riviera Beach, FL 33404-3213

With a copy to:    Russell Greene, Chief Financial Officer  
                                 The ARC of Palm Beach County  
                                 1201 Australian Avenue  
                                 Riviera Beach, FL 33404-3213

**To: COUNTY:**    Robert Weisman, County Administrator  
                                 Palm Beach County Board of County Commissioners  
                                 301 N. Olive Avenue, 11<sup>th</sup> FL  
                                 West Palm Beach, FL 33401  
                                 Telephone: 561-355-2712

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 17    Entire Agreement**

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

**Section 18    Participation**

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

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**Section 19 Venue for Dispute Resolution**

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

**Section 20 Binding Agreement**

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

**Section 21 Subject to Funding**

The County's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**Section 22 Nondiscrimination**

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

**Section 23 Access and Audits**

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

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, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the ARC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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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.

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**Section 24 Signatories to the Agreement**

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**Palm Beach County, Florida, By Its  
Board of County Commissioners**

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Paul F. JS  
County Attorney

By: Steve Bordelon  
Director, ISS

**The ARC of Palm Beach County, Inc. (ARC)**

By: Michael P. Papa  
Michael P. Papa  
ARC of Palm Beach County, Inc.

(SEAL)

**Witness**

By: Russell Greep  
Russell Greep  
, (Printed Name)

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**EXHIBIT A**

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES  
SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and ARC in carrying out the terms of the Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

**I. Annual Planning and Service Level Agreement Review**

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of network services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

Connection to the Network must be approved by both the County and ARC if said connection affects the entire Network. However, all connections must meet the agreed-upon technical specifications.

**II. Description of Services**

**A. Baseline services from ISS will include:**

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds ARC's network (router) connection. If necessary, security may shut down the 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 maintenance;
7. Network security on ISS side of demarcation point;

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8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the 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. ARC Responsibilities**

1. All intra-building network maintenance and security of the facility;
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 ARC-owned facilities;
6. ARC agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by ARC staff to evaluate whether the cause of any system problem is associated with factors under the control of ARC; and
7. ARC shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. ARC will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. ARC may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. ARC shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by ARC. ARC shall be responsible for all

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reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.

9. ARC will provide, at its expense, the following equipment and facilities at each ARC location (if required):
  - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. 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 ARC's site; and ARC shall periodically monitor to ensure temperatures are within acceptable limits.
10. ARC shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, ARC shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. ARC shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

**III. Availability of the County Network Services**

The County will provide ARC with access to the County's 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 ARC.

In the event that network availability is documented by the County and declared by ARC to be less than 99.9% for two (2) consecutive months, ARC shall not be liable for service fees 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.

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The County will monitor ARC's utilization of the Network to ensure sufficient capacity. Should the sustained usage exceed 60% for a period of 30 days or more, the County will initiate a bandwidth upgrade. Estimated upgrade completion time is within 60 days.

**IV. Protocol for Reporting Network Service Problems**

All service issues should be reported to ARC's IT support staff. If ARC'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 level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-6700. All service problems reported by ARC 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 ARC is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**V. Facility Access for Network Service and Maintenance**

The County shall coordinate with and obtain prior written approval from ARC's designee as to the time of any planned maintenance, repair, or installation work. However, ARC 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 ISS 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 ARC to report any emergency that requires access to any ARC facility. ARC shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

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The County represents that it has verified, prior to entering into this Agreement, that neither the County or 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 or Section 1012.467 shall have access to ARC facilities under the Agreement.

**VI. Problem Escalation Contacts:**

**Palm Beach County ISS**

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

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

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

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

**ARC**

Hours of Operation: 8:00 am – 5:00 pm  
Emergency Contact Number:

Mark Cope, Director of Facilities  
561-723-7044 (cell)

*Agreement with Palm Beach County and ARC of Palm Beach County  
Re: Interconnection to the Palm Beach County Network*

**VII. 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 ARC.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at the ARC location. ARC will be responsible for reimbursement to the County of said costs, estimated at the time of contract to be \$6,425, as described in Table 1 below within 90 days of the effective date of this Agreement.

The usage fees for the provision of Server Hosting services as described in Exhibit "A" to this Agreement are also shown in Table 1 below.

<b>TABLE 1</b>				
<b>ARC of Palm Beach County Network Charges Matrix</b>				
<b>Service Category</b>	<b>Service Start Date</b>	<b>Estimated Installation (\$)</b>	<b>Monthly (\$)</b>	<b>Yearly Total (\$)</b>
Network Connection(s)				
1201 Australian Ave. Riviera Beach, FL 33404-3213	12/1/2011	\$6,425 *	\$700	\$8,400
<b>TOTALS -</b>		<b>\$6,425*</b>	<b>\$700</b>	<b>\$8,400</b>
* This is an estimated cost. The actual final cost for this installation will be billed to the customer as a one-time invoice based on (1) a billing statement from the vendor for this work and (2) the actual cost to PBC ISS of any equipment installed.				

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**VIII. Billing and Payment**

The ISS Director may, at his/her discretion, permit staff resources to assist ARC in the execution of certain Information Technology responsibilities, with the assumption that ARC agrees to fully reimburse the County for these services at a rate of \$125.00 per hour. Construction costs incurred by the County will be billed to ARC at cost.

The County shall submit quarterly invoices to ARC which shall include a reference to the Agreement and identify the amounts due and payable to the County. ARC will pay such invoices within 30 days of presentation by the County. If ARC in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and ARC shall be in accordance with Florida law.

