



**II. FISCAL IMPACT ANALYSIS**

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

<u>Fiscal Year</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures		\$15,141*			
Operating Costs					
External Revenue	(\$0)	(\$20,541)*	(\$5,400)	(\$5,400)	(\$5,400)
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$0)</b>	<b>(\$5,400)</b>	<b>(\$5,400)</b>	<b>(\$5,400)</b>	<b>(\$5,400)</b>
# ADDED FTE's					

Is Item Included in Proposed Budget? Yes X No   

Revenue Budget Account No: Fund: 0001 Department: 490 Unit: 1300 Rev Src: 4900

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

\*Assumes an October 1, 2011 connection date for all new locations.

C. Departmental Fiscal Review: *[Signature]* 9/30/11

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

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

*[Signature]* 9/1/11  
 Contract Development & Control  
 9-1-11 *[Signature]*

**B. Legal Sufficiency:**

*[Signature]* 9/16/11  
 Assistant County Attorney

This amendment complies with our review requirements.  
 At the time of our review, the Amendment was not executed.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**FIRST AMENDMENT**

**TO AGREEMENT BETWEEN  
THE CITY OF PALM BEACH GARDENS, (City) and  
PALM BEACH COUNTY (County) for  
SHARED USE of the PALM BEACH COUNTY NETWORK**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and The City of Palm Beach Gardens (the "City").

**WHEREAS**, the parties have entered into an Interlocal Agreement (ILA) dated October 21, 2008, (R-2008-1937) hereinafter referred to as the "ILA", under which the County is to provide network connection services to the City, as more specifically set forth in the EXHIBIT A of the agreement, "SERVICE LEVEL AGREEMENT" and modified in Amendment One below; and;

**WHEREAS**, the City and the County agree that the City requests the addition of additional service locations from the County and;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. AMENDMENT ONE, SECTION 9, MODIFICATIONS TO NETWORK, add the following at end of existing section:

Should modifications or additions to the existing network equipment configuration at the City's locations become necessary at any time during the life of this agreement, the County shall be responsible for the specification of such modified or added equipment and shall procure and install the required equipment. The City agrees to promptly reimburse the County for said equipment purchases and installations upon presentation of invoice by the County according to the provisions in EXHIBIT A.

2. AMENDMENT ONE, EXHIBIT A, SECTION VII, FEES and CHARGES for NETWORK CONNECTIVITY and RELATED SERVICES, add the following at end of existing section:

The billing method and fees associated with provision of additional network services by the County to the City's shall be based in Table 1 below:

**Table 1**  
**Schedule of City of Palm Beach Gardens Network Charges**

<b>Service Category</b>	<b>Est. Service Start Date</b>	<b>Estimated Installation (\$)</b>	<b>Monthly Recurring Charge (MRC) (\$)</b>	<b>First Year MRC Total (\$)</b>
Network Connection(s)				
Fire Station 62	10/01/2011	N/A	\$75**	\$900
Fire Station 63	10/01/2011	N/A	\$75**	\$900
Fire Station 64	10/01/2011	\$11,040.96*	\$75**	\$900
Fire Station 65	10/01/2011	N/A	\$75**	\$900
PBG Tennis Center	10/01/2011	\$4,100.80*	\$150**	\$1,800
<b>TOTALS -</b>		<b>\$15,141.76*</b>	<b>\$450**</b>	<b>\$5,400</b>
<p>* 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) billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.</p> <p>** The monthly service fees are based upon 10MB service to each new location noted above.</p>				

3. AMENDMENT ONE, Addition of Sections 23 & 24, below:

Section 23 Nondiscrimination: Palm Beach County 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 24 Access and Audits: The City 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 City'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, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer

oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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IN WITNESS THEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the County and City has set its hand the day and year above written.

ATTEST:  
Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Karen T. Marcus  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
County Attorney

BY: Steve Bordelon  
Steve Bordelon, Director, ISS

FOR:  
CITY OF PALM BEACH GARDENS

BY: David Levy  
David Levy, Mayor

ATTEST:

By: Patricia Snider  
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: R. Max Lohman  
R. Max Lohman, City Attorney

## Interlocal Agreement

R2008 1937

This Interlocal Agreement (the "Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of OCT 21 2008, 2008, by and between The Municipality of Palm Beach Gardens, Florida, (the "Municipality"), and Palm Beach County (the "County").

### WITNESSES THAT:

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

**WHEREAS**, the County and Municipality have demonstrated needs for Network connectivity, and both parties are supported by local tax dollars, are stewards of public funds, 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 public services will result from the County and the Municipality utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Municipal taxpayers; and

**WHEREAS**, Section 163.01, Florida Statutes, permits municipalities and counties to enter into Interlocal Agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

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

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Re: Interconnection to the Palm Beach County Network*

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

**AGREEMENT**

**Section 1 Purpose**

The purpose of this Agreement is to interconnect the Municipality 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, the City of Palm Beach Gardens and other third parties who enter into appropriate licensing agreements with the County.

**Section 2 Approval**

The County approves of the Municipality's participation in the use of the County's wide area network and such services as specified in Exhibit "A". This Agreement shall be in full force and 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 13 herein.

**Section 4 Network Connection**

The Municipality will be provided with a fiber connection and sufficient bandwidth capacity to meet the Municipality's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Municipality 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 purpose of the Municipality, and all associated labor costs to connect the



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Municipality's facility. Additionally, the Municipality shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".

**Section 5 Resale of Network Services**

The Municipality 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.

**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 Municipality facilities. The Municipality shall maintain that portion of its own network which exclusively serves its facilities.

The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and the Municipality. The County shall provide the Municipality 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 the Municipality'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 the Municipality, 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 the Municipality'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 the

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Municipality's facilities. Entrance facilities at the Municipality's locations from road to Demarcation Point belong to the Municipality 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 Municipality site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Municipality. 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 restore the Municipality's electronics' or other equipment.

The County shall provide maintenance 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 the Municipality. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

**Section 7 Service Level Agreement**

Roles and responsibilities of the County and Municipality 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. The Municipality 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 will agree to use its best efforts to keep pace with technological changes.

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

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**Section 9 Modifications to Network**

If the Municipality 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 the Municipality require the Network to be upgraded, the Municipality shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by 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 Municipality 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 Municipality 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 the Municipality. However, should any equipment owned by the Municipality render any harmful interference to the County Network, ISS may disconnect any or all Municipality connections after informing the Municipality's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Municipality 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.

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**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 all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

**Section 12 Indemnification and Hold Harmless**

The Municipality and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. 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 or limitation of liability of the Municipality and the County.

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, data bases, 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 13 Damage Caused by Disasters**

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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 line, including utility pole replacement, exceeds 50% of the original installation costs, this Interlocal Agreement is automatically terminated unless the governing bodies of both the Municipality and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the Municipality or the County, the owning party shall determine if the line will be repaired or replaced.

**Section 14 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. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

**Section 15 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:

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Re: Interconnection to the Palm Beach County Network*

To: **Municipality:** City of Palm Beach Gardens  
**Attention:** City Manager

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10500 N. Military Trail Palm Beach Gardens, Florida 33410

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With a copy to: City Attorney  
City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410

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To: **COUNTY:** Steve Bordelon, Director of ISS  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: 561-355-2394

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

**Section 16 Entire Agreement**

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

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**Section 17 Filing**

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller's Office.

**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.

**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**

This Agreement is subject to fiscal funding out.

**Section 22 Signatories to the Agreement**

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: *Sharon R. Bock*  
Deputy Clerk



(SEAL)

R2008 1937 OCT 21 2008

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

By: *Addie L. Greene*  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens  
Re: Interconnection to the Palm Beach County Network

By: Paul F. [Signature]  
County Attorney

By: Steve Bordelon  
Director, ISS

ATTEST:

THE City of Palm Beach Gardens  
PALM BEACH COUNTY

By: [Signature]  
Patricia Snider, CMC, City Clerk

By: [Signature]  
Eric Jablin, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
R. Max Lohman, Interim City Attorney  
Robert A. Rosillo Asst.



**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 the Municipality in carrying out the terms of the Interlocal 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 the Municipality 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 the Municipality'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;

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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;
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. Municipality 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 Municipality-owned facilities;
6. The Municipality 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 Municipality staff to evaluate whether the cause of any system problem is associated with factors under the control of the Municipality; and

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7. The Municipality shall install network security hardware and software as by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Municipality 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. The Municipality may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Municipality shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the Municipality. The Municipality shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.
9. The Municipality will provide, at its expense, the following equipment and facilities at each Municipality 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 BTU's to the equipment room as specified by the manufacturer of equipment installed at the Municipality's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Municipality 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, the Municipality shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.

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11. The Municipality 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 the Municipality 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 the Municipality.

In the event that network availability is documented by the County and declared by the Municipality to be less than 99.9% for two (2) consecutive months, the Municipality 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.

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

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

All service issues should be reported to the Municipality's IT support staff. If the Municipality's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (355-4357). All service problems reported by the Municipality 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 Municipality is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

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

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

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

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 shall have access to the Municipality facilities under the Agreement.

**VI. Problem Escalation Contacts:**

Palm Beach County:

Palm Beach County 24x7 Help Desk: 561-355-4357

Mike 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:

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561-355-2394 (office)  
561-355-2394 (cell)

Municipality of Palm Beach Gardens:

Eric Holdt, (Information Technology Administrator)  
(561) 799-4142 (office)  
(561) 662-7203 (cell)

**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 Network Services provided to the Municipality. The usage fees for connection to the County's Network and Internet provisioning will be a flat monthly fee of **\$700.00** as of the signing of this Agreement. Charges will be assessed on a monthly basis, and the County will invoice the Municipality quarterly.

**A. Cost Components**

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County will review the financial impact and make appropriate rate adjustments on an annual basis.

The charges for connection to the Network and the Network Services shall be based upon the County's ISS Cost Allocation Plan. The County shall provide information relative to the methodologies, including detailed costs and other inputs, from which the plan allocations are derived. The Municipality agrees that the County's cost allocation plan shall be annually reviewed and updated by the County. Notice of changes shall be provided to the Municipality as part of the annual budget preparation process. The Municipality agrees to pay an access charge for rights to connect to the County's Network. Costs applicable to Internet Service and LambdaRail interconnection shall be delineated in the ISS Cost Allocation Plan and shall include such components as staff salaries, data lines, software, annual maintenance agreements, contractors, and administrative overhead.

**B. Billing and Payment**

*Agreement Between Palm Beach County and the Municipality of Palm Beach Gardens  
Re: Interconnection to the Palm Beach County Network*

The ISS Director may, at his/her discretion, permit staff resources to assist the Municipality in the execution of certain Information Technology responsibilities, assuming that the Municipality agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the Municipality which will include a reference to the Agreement and identify the amounts due and payable to the County. The Municipality will pay such invoices within 30 days of presentation by the County. If the Municipality 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 the Municipality shall be in accordance with Florida law.

Resolution 58, 2011

**EXHIBIT "A"**



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RESOLUTION 58, 2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE SHARED USE OF THE PALM BEACH COUNTY FIBER NETWORK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

**WHEREAS**, Part I of Chapter 163, *Florida Statutes*, permits public agencies, as defined therein, to enter into interlocal 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 City and the County recognized the need for the City to connect to the County's Network ("Network") for the purpose of utilizing the County as the City's Internet Service Provider and to gain access to the Florida LambdaRail network resources when the City and County entered into an Interlocal Agreement for the County to provide network connection services to the City through Resolution 78, 2008, dated September 18, 2008; and

**WHEREAS**, the City requests additional service locations from the County to include Fire Stations 62, 63, 64, 65, and the Tennis Center; and

**WHEREAS**, the City desires to enter into such First Amendment to the Interlocal Agreement with the County for Shared Use of the Palm Beach County Network, which is attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

1           **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**  
2 **OF PALM BEACH GARDENS, FLORIDA that:**

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4           **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.  
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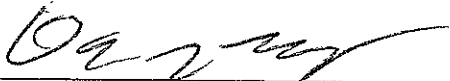
6           **SECTION 2.** The City Council hereby approves the First Amendment to the  
7 Interlocal Agreement with Palm Beach County for additional service locations within the  
8 City and hereby authorizes the Mayor to execute the First Amendment to the  
9 Interlocal Agreement.

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11           **SECTION 3.** This Resolution shall become effective immediately upon adoption.  
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PASSED AND ADOPTED this 8<sup>TH</sup> day of September, 2011.

CITY OF PALM BEACH GARDENS, FLORIDA

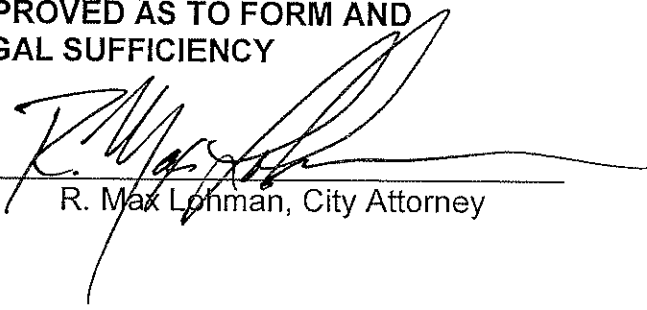
BY:   
David Levy, Mayor

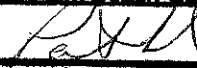
ATTEST:

BY:   
Patricia Snider, CMC, City Clerk

Patricia Snider City Clerk  
of the City of Palm Beach Gardens  
do hereby certify that this is a true copy  
as taken from the Official records of the  
City of Palm Beach Gardens.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
R. Max Lohman, City Attorney

City Clerk:   
Date: 9/9/11

VOTE:

AYE NAY ABSENT

MAYOR LEVY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR PREMURROSO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER RUSSO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER JABLIN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER TINSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

