

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

Meeting Date: April 3, 2012

Consent
 Public Hearing

Regular
 Workshop

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. **Approve** the Second Amendment to the Agreement (R2010-0650) with Palm Beach State College (PBSC) for Co-Location Services which will generate first year revenue to Palm Beach County (County) estimated at \$13,080, and
- B. **Authorize** the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to a maximum total revenue of \$10,000 per Task Order.

Summary: PBSC is a State of Florida educational institution which has an existing agreement with Palm Beach County for Network Services. PBSC wishes to amend this agreement to include Co-Location Services as described in the attached Second Amendment. PBSC would now like to take advantage of our Co-Location service, which will allow PBSC to bring their backup computer hardware to our facility. District 3 (PFK)

Background and Justification: The Information Systems Services Department (ISS) has provided network services to PBSC since May 2010. This has allowed PBSC to reduce Internet services costs and also provides PBSC the opportunity to obtain additional services provided by the County. ISS will provide the floor space, power, air conditioning and broadband connection for this equipment. This service will provide PBSC with the ability to backup their computing operation, which would then be used in the event they experience a major outage at their facility.

Additionally, the amendment addresses payments by PBSC to the County for a one-time fee of \$500 to cover set-up and installation costs.

Attachments:

- 1. Second Amendment to Agreement (R2010-0650) with Palm Beach State College (3 originals)
- 2. Copy of Agreement R2010-0650 dated April 20, 2010
- 3. Copy of First Amendment R2010-1724 dated October 19, 2010

Recommended by: *Steve Boudelon* Department Director 3/16/2012 Date

Approved by: *[Signature]* County Administrator 3/15/12 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$7,040)	(\$13,080)	(\$13,080)	(\$13,080)	(\$13,080)
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>
NET FISCAL IMPACT	(\$7,040)	(\$13,080)	(\$13,080)	(\$13,080)	(\$13,080)


Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes No

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

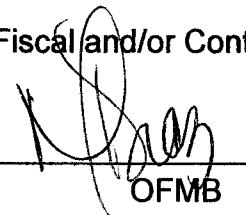
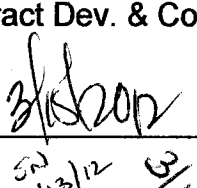

***Assumes a 04/01/2012 start date for the Description of Service.**

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review:  3/9/12

III. REVIEW COMMENTS

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

<p><u> 3/12/12</u> WS 3-12-12</p> <p><u> 3/12/12</u> SN 3/12/12</p> <p style="text-align: center;">OFMB</p>	<p><u> 3/22/12</u> Contract Administration 3-21-12 B. Sheels</p>
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B. Legal Sufficiency:

 3/22/12
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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

SECOND AMENDMENT

**To the Interlocal Agreement between
the Palm Beach State College
And
Palm Beach County for
Information Technology Services**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____ 2012, by and between Palm Beach County (the "County"), a political subdivision of the State of Florida and Palm Beach State College ("PBSC").

WHEREAS, the parties have entered into that certain Interlocal Agreement **R2010-0650** dated April 20th, 2010 hereinafter referred to as the "Original Agreement", under which the County provided connectivity to the Palm Beach County Fiber Network as stated in that Original Agreement, to PBSC. The original agreement was Amended by R2010-1724 dated October 19, 2010.

WHEREAS, PBSC and the County agree that PBSC requests the provision of additional Information Technology Services as stated in the attached Exhibit B.

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 additional Information Technology Services as described and contained in Exhibit B, attached hereto and incorporated herein.

Agreement between Palm Beach County and Palm Beach State College

IN WITNESS THEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the County, and PBSC has set forth 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: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS:

BY: Paul F. [Signature]
County Attorney

BY: Steve Bordelon
Steve Bordelon, Director, ISS

PALM BEACH STATE COLLEGE

WITNESS:

Richard A. Becker 2/22/12
Richard Becker, VP, Administration

[Signature]
Signature:
Anthony J. Parziale
Name (type or print)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Dennis D. [Signature] 2/23/12
Palm Beach State College Counsel

Agreement with Palm Beach County and PBSC

Re: Palm Beach County CoLocation Services

EXHIBIT B

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES COLOCATION SERVICES

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Palm Beach State College ("PBSC") in carrying out the terms of the Interlocal Agreement regarding: CoLocation Services as requested by PBSC. This Exhibit delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

Section B: Description of Services

A. Baseline services from ISS for Colocation will include:

1. Provide (2) 30 amp electrical circuits of conditioned, uninterrupted power to a single APC rack with two APC AP8865 Rack PDU's. Power for PBSC equipment will be available at least 99.5% of uptime 24x7, 365 days a year, excluding scheduled maintenance.
2. Provide connectivity to a 1.0 Gbps network switch.
3. Provide support as necessary for delivery and installation of PBSC equipment.
4. Provide visual monitoring of PBSC equipment and physical assistance for powering off and/or on equipment during general hours of operational support. PBSC equipment shall not be physically touched unless instructed to do so by authorized PBSC personnel.
5. Accompany PBSC IT staff or vendor repair personnel, as needed, when physical access is needed within the ISS Data Center.

Agreement with Palm Beach County and PBSC

Re: Palm Beach County CoLocation Services

Note: General hours of operational support are 7:00 A.M. to 5:00 P.M. EST/EDT, Monday through Friday, excluding holidays. Emergency services are available by calling the ISS Solution Center, 561-355-4357, which is available on a 24 x 7 basis.

B. PBSC Responsibilities.

1. Install PBSC owned hardware and associated cabling in rack provided by ISS.
2. Provide ISS with a process for contacting appropriate staff should an issue arise that requires activity on the part of PBSC as it relates to PBSC equipment.

Section C: Data Center Relocation

ISS is anticipating moving to a new Data Center sometime in 2012. The new Data Center will be located at 50 South Military Trail, West Palm Beach Florida. ISS will inform PBSC of the planned move date once it becomes available. PBSC will be responsible for moving their equipment to this location and installing it into the APC Hot Aisle Containment System planned for this location. ISS will ensure PBSC has an equivalent infrastructure in place as originally outlined in this Exhibit.

Section D: Issue Escalation Process

The following escalation path should be followed should any issues arise.

Angel Alvarez, Supervisor, Enterprise Operations
561-355-4210

Ken West, Systems Architecture Analyst
561-355-2677

Phil Davidson, Deputy Director of ISS
561-355-3956

Agreement with Palm Beach County and PBSC

Re: Palm Beach County CoLocation Services

Section E: Fees and Charges for CoLocation Services

ISS Service Component	Unit	ISS Pricing	PBSC Est. Usage Units	PBSC Est. Monthly Costs	PBSC Est. Annual Costs
Recurring					
Rack	Full	\$ 140	1	\$ 140	\$ 1,680
	Half	\$ 70			
	Qtr	\$ 35			
Network Connection		\$ 250	1	\$ 250	\$ 3,000
Power (PDUs)	20 Amp	\$ 200			
	30 Amp	\$ 300	2	\$ 600	\$ 7,200
	50 Amp	\$ 1,000			
Service Fee		\$ 100	1	\$ 100	\$ 1,200
Total Estimated Recurring				\$1,090	\$ 13,080
One-time/ On Request					
Set Up Fee		\$ 500	1	\$ 500	\$ 500

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

R 2010 0650
Interlocal Agreement

This Interlocal Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of APR 20 2010, 2010, by and between Palm Beach State College, Florida, (the "College"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the College and the County have recognized the need for the College to connect to the County's Network ("Network") for the purpose of utilizing the County as the College'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 College 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 College utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and College taxpayers; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies 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 College working in unison; and

WHEREAS, in recognizing these facts, the College 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.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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 College 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, Palm Beach State College and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the College'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

The College will be provided with a fiber connection and sufficient bandwidth capacity to meet the College's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The College 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 the College, and all associated labor costs to connect to the College's facility. Additionally, the College shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

Section 5 Resale of Network Services

The College 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 College facilities. The College 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 College. The County shall provide the College 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 College'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 College, 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 College'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 College's facilities. Entrance facilities at the College's locations from road to Demarcation Point belong to the College 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 College site. The County shall have no obligation or right to perform

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

maintenance or restoration on any electronics or other equipment owned by the College. 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 the COLLEGE'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 College. 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 College 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 College 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 the College 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 the College 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 College require the Network to be upgraded, the College 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.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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 College 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 College 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 College. However, should any equipment owned by the College render any harmful interference to the County Network, ISS may disconnect any or all College connections after informing the College's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the College 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.

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.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

Section 12 Indemnification and Hold Harmless

The College 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 College 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

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 College 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 College or the County, the owning party shall determine if the line will be repaired or replaced.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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:

To: **College:** Palm Beach State College
Attention: Anthony Parziale, CIO
Palm Beach State College
4200 Congress Avenue
Lake Worth, FL 33461-4796

With a copy to: Richard Becker, VP Administration & Business Services
Palm Beach State College
4200 Congress Avenue
Lake Worth, FL 33461-4796

With a copy to: Denise Wallace, General Counsel
Palm Beach State College
4200 Congress Avenue
Lake Worth, FL 33461-4796

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

To: COUNTY: Robert Weisman, County Administrator
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 11th 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 16 Entire Agreement

This Agreement represents the entire agreement between the College 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 College and the County and their respective successors and assigns.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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.

Agreement Between Palm Beach County and Palm Beach State College
Re: Interconnection to the Palm Beach County Network

Section 22 Signatories to the Agreement

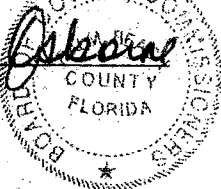
R2010.0650
APR 20 2010

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: Jaloya Osborne
Deputy Clerk



By: Burt Abranson
Burt Abranson, Chairperson

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Paul F. [Signature]
County Attorney

By: Steve Bordenon
Director, ISS

ATTEST:

Palm Beach State College
PALM BEACH COUNTY

By: Richard A. Becker 3126110
Richard Becker, VP, Administration

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Denise Wallace, General Counsel

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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 College 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 College 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 College'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;

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

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. College 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 College-owned facilities;
6. The College 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 College staff to evaluate whether the cause of any system problem is associated with factors under the control of the College; and
7. The College shall ensure 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 College will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County Network from the College Network.
8. The College may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The College shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

Network services to additional sites indentified by the College. The College 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 College will provide, at its expense, the following equipment and facilities at each College 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 the City's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
10. The College 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 College shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The College shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

Agreement Between Palm Beach County and Palm Beach State College
Re: Interconnection to the Palm Beach County Network

III. Availability of the County Network Services

The County will provide the College 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 College.

In the event that network availability is documented by the County and declared by the College to be less than 99.9% for two (2) consecutive months, the College 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 College'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 the College's IT support staff. If the College'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 the College 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 College 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.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

V. Facility Access for Network Service and Maintenance

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

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

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

Steve Bordelon, Director of ISS:
561-355-2394 (office)
561-713-3197 (cell)

Palm Beach State College Information Systems

Eric Montagnino, Network Design & Support Manager
561-868-3258 (office)
561-436-7313 (cell)

Michael Merker, Technology Infrastructure Director
561-868-3252 (office)
561-309-6494 (cell)

Anthony Parziale, CIO
561-868-3239 (office)
561-324-3499 (cell)

Marion Sanders, Senior Telecom Analyst
561-868-3722 (office)

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 College. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of \$700 for the initial point of connection and \$500 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date. An additional usage fee of \$100 per month will be charged for connectivity to the Northwest Regional Data Center (NWRDC) if the College chooses to use the NWRDC for hosting services. The College may contract directly with NWRDC for hosting services or may use PBC provided hosting at NWRDC. If the College chooses to utilize PBC provided hosting, a separate fee schedule for hosting services will be provided. Charges shall be assessed on a monthly basis, and the County will invoice the College 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 agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

Agreement Between Palm Beach County and Palm Beach State College

Re: Interconnection to the Palm Beach County Network

B. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist the College in the execution of certain Information Technology responsibilities, assuming that the College 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 College which shall include a reference to the Agreement and identify the amounts due and payable to the County. The College will pay such invoices within 30 days of presentation by the County. If the College 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 College shall be in accordance with Florida law.

R2010 1724

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
PALM BEACH STATE COLLEGE, (College) and
PALM BEACH COUNTY (County) for
SHARED USE of PALM BEACH COUNTY FIBER NETWORK**

OCT 19 2010

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2010, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Palm Beach State College (the "College").

WHEREAS, the parties have entered into that certain Contract dated April 20, 2010, hereinafter referred to as the "Contract", under which the County is to provide network connection services to the College, as more specifically set forth in the EXHIBIT A of the agreement, "SERVICE LEVEL AGREEMENT" and modified in Amendment One below; and;

WHEREAS, the College and the County agree that the College requests the addition of the Institute of Excellence in Early Care and Education as an additional service location from the County with special billing requirements 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 College'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 College 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 network services by the County and the College's contact information for location specific invoicing shall be based on the tables and language below:

Palm Beach State College Network Service and Billing Matrix – Table 1				
PBSC Location	Effective Date	Billing Contact	Billing Method	Mon Bill Amt
PBSC Central	5/1/2010	A. Parziale	Flat Rate	\$700
PBSC North	5/1/2010	A. Parziale	Flat Rate	\$500
PBSC South	TBD	A. Parziale	Flat Rate	\$200
PBSC West	TBD	A. Parziale	Pass Thru (based on current PBSC Metro-E billing)	TBD
Institute of Excellence, Dreyfoos Campus	10/1/2010	R. Moreno	95 th Percentile Model Rate Plan (see description below)	\$250
Institute of Excellence, Children's Services Campus	10/1/2010	R. Moreno	95 th Percentile Model Rate Plan (see description below)	\$250

Description of the 95th Percentile Model Rate Plan Methodology

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's Network Services provided to any particular College installation. For those installations using the 95th Percentile Model Rate Plan, the usage fees for connection to the County's Network and Internet provisioning shall be a metered usage rate per megabit based on the 95th percentile billing model. Using this model, the County will continually sample and record the traffic levels from the switch or router at the College's tiered rate location every 30 seconds. At the end of every month, the samples are grouped into 5 minute averages and sorted from highest to lowest, and the top 5% (approximately 36 hours of a 30-day billing cycle) of the data is discarded. The next highest measurement from this data becomes the billable utilization for the month.

Monthly network utilization as determined above will be billed based on the table below:

PBC Regional Network Tiered Rate Plan Structure – Table 2		
From Network Utilization Rate	To Network Utilization Rate	Cost
0 Mb / Second	Maximum Network Rate	\$50 / Mb

3. AMENDMENT ONE, Addition of Sections 22 & 23, below:

Section 22 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 23 Access and Audits: Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, 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 Contract, 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 College has set its hand the day and year above written.

R2010 1724 OCT 19 2010

ATTEST:
Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

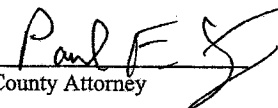
BY: 
Deputy Clerk

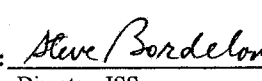


BY: 
Burt Aaronson
Chair

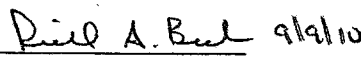
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

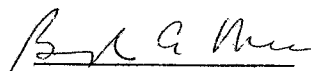
APPROVED AS TO TERMS AND
CONDITIONS:

BY: 
County Attorney

BY: 
Director, ISS

FOR:
Palm Beach State College

BY: 
Richard Becker, VP, Administration


Witness