# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: N	May 17, 2016	[x] Consent [ ] Public Hearing	[]Regular []Workshop
	Information Systems Ser Information Systems Ser	` /	

#### I. EXECUTIVE BRIEF

**Motion and Title**: **Staff recommends motion to approve** the Second Amendment to Interlocal Agreement R2013-0308 with the City of Delray Beach, to expand network services, for annual payments totaling \$86,976.

**Summary:** The City of Delray Beach (City) has an existing Interlocal Agreement, as amended, with Palm Beach County (R2013-0308) for network connectivity provided to the City Hall site. Under terms of this Second Amendment, all of the City's 40 remaining sites will be connected to the County network, "hand-off" services from the Palm Beach County (PBC) Network to the GoRACK Data Center in Jacksonville via the Florida LambdaRail (FLR) network will be provided, and ownership of the City's existing fiber optic cable will be transferred to the County. The revised total FY 2016 service revenue is estimated at \$26,642, a net increase of \$23,342. Annual revenues for succeeding years will be \$90,276. Estimated one-time installation fees of \$50,000 will be reimbursed by the City. The Florida LambdaRail LLC has approved connection of the City to the Florida LambdaRail. <u>District 7</u> (PFK)

Background and Justification: The proposed agreement will deliver numerous benefits. First and foremost, the PBC network will meet and exceed all of the technical requirements for bandwidth and service availability. Second, there will be a substantial cost savings considering that Palm Beach County, as a public non-profit entity, will be charging a break-even rate and that ISS staff support costs and some infrastructure costs are already included in the ISS budget. Thus these fixed costs will be allocated to a larger number of customers which will tend to lower the unit costs for all customers. Also, any external revenues collected by ISS offset ad valorem funding requirements dollar-for-dollar. A further important benefit will be the formation of a pathway for future collaboration projects that can enable the delivery of new technology capabilities at competitive rates, all to the advantage of our respective organizations and common taxpayers.

Continued on page 3...

#### Attachments:

- 1. Second Amendment with the City of Delray Beach (3 originals)
- 2. Agreement R2013-0308 dated 3/12/2013 and First Amendment R2014-1963 dated 12/16/2014.
- 3. Comprehensive List of ISS Service Agreements with External Agencies

Recommended by:	Steve Bordelon	4-27-2016
•	Department Director	Date
Approved by:	10 Baker	5/6/16
	County Administrator	Date

#### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years Capital Expenditures Operating Costs	<b>2016</b> \$50,000 \$0	<b>2017</b> 0 0	<b>2018</b> 0 0	<b>2019</b> 0 0	<b>2020</b> 0 0
External Revenues Program Inc (County) In-Kind Match (County)	(\$73,342) 0 0	(\$90,276) 0 0	(\$90,276) 0 0	(\$90,276) <u>0</u> <u>0</u>	(\$90,276) 0 0
NET FISCAL IMPACT	( <u>\$23,342</u> )	( <u>\$90,276</u> )	<u>(\$90,276)</u>	<u>(\$90,276</u> )	( <u>\$90,276</u> )
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Bu	dget	Yes X	No		
Expend Budget Number: Revenue Budget Number:	Fund <u>3901</u> Fund <u>0001</u>	Dept <u>491</u> Dept <u>490</u>	Unit <u>1255</u> Unit <u>1300</u>		

<sup>\*</sup>Assumes multiple effective dates of May 16, June 1, August 1 and September 1, 2016 for services within this Second Amendment.

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

The Interlocal Agreement, as amended, budgeted \$3,300 in revenues in FY 2016 for network connection services. This Second Amendment increases FY 2016 network services revenue by \$23,342 (June 2016 – September 2016, \$19,592; August – September 2016, \$2,800 and September 2016, \$950). This agreement also includes estimated one-time installation charges of \$50,000 (to be reimbursed to the County at cost), for a total net fiscal revenue increase of \$73,342 for network services in FY 2016 and \$90,276 in succeeding fiscal years.

C.	Department Fiscal Review:	West hase	4/27/15
	_		
	III.	. REVIEW COMMENTS	

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

Shery OFMB

Contract Administration

5/3/4/50

R. Logal Sufficiency:

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

Doparament Birector

#### Continued from page 1...

The City operates under a Council-Manager form of local government. Per this Amendment, an additional 40 City sites will be connected to the PBC Network, either through direct connection via fiber optic cable, or via wireless networks at less critical locations. This amended agreement will also facilitate the City's strategy to establish Disaster Recovery (DR) facilities in Jacksonville in order to utilize their own physical servers and obtain additional space needed for their DR program. Connectivity between the City's primary computing center and their backup site in Jacksonville will be maintained via the PBC Network and FLR network.

The County will continue to provide network connection via the FLR for the City to access their remote DR site. The County's fiber optic network already has a presence in Delray Beach and the network paths are near several facilities. Other facilities will be connected via fiber optic cable extensions or through wireless connectivity for some of the less critical sites.

This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. Since 2008, the Board of County Commissioners has approved service agreements with more than 40 government, education and non-profit organizations. A majority of these agreements provide access to the Florida LambdaRail and commodity pricing for internet access, which reduces the costs and increases network bandwidth for the County and all interconnected organizations. Other services provided include scanning, GIS hosting, server hosting, co-location and disaster recovery services. Such collaboration projects support the more efficient utilization of taxpayer-funded resources. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

This full integration of City facilities into the PBC network opens the pathway for future collaboration projects in the realm of information technology and communications.

#### **SECOND AMENDMENT**

#### To the Interlocal Agreement with the City of Delray Beach (R2013-0308)

THIS AMENDMENT is made and entered into \_\_\_\_\_\_ 2016, by and between the City of Delray Beach ("Municipality") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Interlocal Agreement R2013-0308 dated March 12, 2013, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network and Hand-Off Services as stated in that Agreement, to the Municipality. The County and the Municipality wish to amend that Agreement.

**WHEREAS**, the parties agree to amend the Agreement as follows:

#### Item #1:

Agreement, WITNESS THAT: section. Insert the following between the  $3^{rd}$  and  $4^{th}$  paragraphs:

WHEREAS, at such time agreed upon by both parties, the fiber optic cable serving the Municipality will be transferred to the County by a Bill of Sale in a form and manner acceptable to the County, executed by the Municipality then furnished to the County. Upon transfer of ownership, the Municipality agrees said fiber will become part of the County's Network Services as provided in Exhibit A.

#### Item #2:

Agreement, Section 11: Notice. Replace Municipality section with the following:

To:

The City of Delray Beach

Donald Cooper, City Manager

100 N.W. 1<sup>st</sup> Avenue Delray Beach, FL 33444

(561) 243-7015

With a copy to:

Noel M. Pfeffer, City Attorney

200 N.W. 1st Avenue Delray Beach, FL 33444

(561) 243-7090

#### Item #3:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To include network connectivity to additional locations and Hand-Off Services effective June 1, 2016, and replace the billing matrix with the following:

	Municipa	lity Net	work Service	and Billing	g Matrix	
Location	Service Start Date	Band- width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges (excl. Install
City Hall 100 NW 1 <sup>st</sup> Avenue, Delray Beach, FL	10/1/2016	50Mb	\$o	\$200	\$75	\$2,400
Community Landtrust 145 SW 12 <sup>th</sup> Avenue, Delray Beach	6/1/2016	20Mb	\$250	\$100	\$o	\$1,200
Delray IT 150 NW 1 <sup>st</sup> Avenue, Delray Beach	6/1/2016	100Mb	<b>\$</b> 0	\$400	\$o	\$4,800
Parks & Rec 50 NW 1 <sup>st</sup> Avenue, Delray Beach	6/1/2016	20Mb	\$o	\$100	<b>\$</b> 0	\$1,200
Police Department 300 W Atlantic Ave, Delray Beach	6/1/2016	20Mb	<b>\$</b> 0	\$100	\$o	\$1,200
Fire Station #1 501 W Atlantic Ave, Delray Beach	6/1/2016	20Mb	<b>\$</b> 0	\$100	\$o	\$1,200
Environmental Services, 434 S Swinton Ave, Delray Beach	6/1/2016	20Mb	<b>\$</b> 0	\$100	\$o	\$1,200
Tennis Center Clubhouse, 201 W Atlantic Ave, Delray Beach	6/1/2016	20Mb	\$o	\$100	\$o	\$1,200
Neighborhood Resources, 141 SW 12 <sup>th</sup> Avenue, Delray Beach	6/1/2016	20Mb	\$250	\$100	<b>\$</b> 0	\$1,200
Water Treatment Plant, 200 SW 6 <sup>th</sup> St, Delray Beach	6/1/2016	20Mb	<b>\$</b> 0	\$100	<b>\$</b> 0	\$1,200
Chemical Building 615 SW 2 <sup>nd</sup> Ave, Delray Beach	6/1/2016	20Mb	\$o	\$100	\$o	\$1,200
Ticket Booth 30 NW 1 <sup>st</sup> Avenue, Delray Beach	6/1/2016	10Mb	\$o	\$50	\$.o	\$600
CRA 20 N Swinton Ave, Delray Beach	6/1/2016	10Mb	\$o	\$50	\$o	\$600
Library 100 W Atlantic Ave, Delray Beach	6/1/2016	10Mb	\$3,000	\$50	<b>\$</b> 0	\$600
Teen Center 505 SE 5 <sup>th</sup> Avenue, Delray Beach	8/1/2016	20Mb	\$500	\$100	\$0	\$1,200
Catherine Strong Center-Splash Park, 1500 SW 6 <sup>th</sup> Street, Delray Beach	8/1/2016	20Mb	\$500	\$100	\$0	\$1,200

Delray Municipal Golf						
Course, 2200 Highland Ave, Delray Beach	8/1/2016	50Mb	\$500	\$200	<b>\$</b> 0	\$2,400
Ocean Rescue 340 S Ocean Avenue, Delray Beach	8/1/2016	10Mb	\$1,000	\$50	<b>\$</b> 0	\$600
Pompey Park Press Box, 1101 NW 2 <sup>nd</sup> St, Delray Beach	8/1/2016	20Mb	\$2,500	\$100	<b>\$</b> 0	\$1,200
Veterans Park 802 NE 1 <sup>st</sup> Street, Delray Beach	8/1/2016	10Mb	\$1,500	\$50	<b>\$</b> 0	\$600
City Attorney 200 NW 1 <sup>st</sup> Avenue, Delray Beach	8/1/2016	20Mb	\$3,000	\$100	<b>\$</b> 0	\$1,200
Wellness Center 525 NE 3 <sup>rd</sup> Ave, Suite 104, Delray Beach	8/1/2016	20Mb	\$1,500	\$100	\$o	\$1,200
Catherine Strong Center – Trailers, 600 SW 15 <sup>th</sup> Avenue, Delray Beach	8/1/2016	20Mb	\$1,500	\$100	\$o	\$1,200
Miller Park 1905 SW 4 <sup>th</sup> Avenue, Delray Beach	8/1/2016	20Mb	\$1,500	\$100	<b>\$</b> 0	\$1,200
Pompey Pool 1102 NW 3 <sup>rd</sup> Street, Delray Beach	8/1/2016	20Mb	\$2,500	\$100	\$o	\$1,200
Beach Volunteer Site 2 S Ocean Blvd, Delray Beach	8/1/2016	20Mb	\$2,500	\$100	\$o	\$1,200
Curry Commons 750 SE 2 <sup>nd</sup> Avenue, Delray Beach	8/1/2016	10Mb	\$500	\$50	<b>\$</b> 0	\$600
Police Department — Training Center, 2350 Seacrest Blvd, Delray Beach	8/1/2016	20Mb	\$1,000	\$100	\$o	\$1,200
Soccer Complex 2505 Seacrest Blvd, Delray Beach	8/1/2016	10Mb	\$500	\$50	<b>\$</b> 0	\$600
Delray Swim & Tennis 2350 Jaeger Drive, Delray Beach	9/1/2016	10Mb	\$2,500	\$50	\$o	\$600
Fire Station #2 35 Andrews Avenue, Delray Beach	9/1/2016	20Mb	\$2,500	\$100	<b>\$</b> 0	\$1,200
Fire Station #3 651 Linton Blvd, Delray Beach	9/1/2016	20Mb	\$500	\$100	\$o	\$1,200
Fire Station #4 4321 Lake Ida Road, Delray Beach	9/1/2016	20Mb	\$500	\$100	<b>\$</b> 0	\$1,200
Fire Station #5 4000 Germantown Road, Delray Beach	9/1/2016	20Mb	\$1,500	\$100	<b>\$</b> 0	\$1,200
Fire Station #6 3612 S Ocean Blvd, Delray Beach Lakeview Golf Course	9/1/2016	20Mb	\$500	\$100	<b>\$</b> 0	\$1,200
1200 Dover Road, Delray Beach	9/1/2016	10Mb	\$500	\$50	<b>\$</b> 0	\$600
Delray Plaza PD Substation, 1570 S Federal Hwy, Delray Beach	9/1/2016	20Mb	\$1,500	\$100	\$o	\$1,200
Delray Municipal Training Shed 814 Homewood Blvd,	9/1/2016	10Mb	\$500	\$50	\$o	\$600

Delray Beach						
Federspiel Garage 22 SE 1 <sup>st</sup> Avenue, Delray Beach	9/1/2016	10Mb	\$5,000	\$50	<b>\$</b> 0	\$600
Old School Square 51 N Swinton Ave, Delray Beach	9/1/2016	20Mb	\$5,000	\$100	<b>\$</b> 0	\$1,200
Old School Square Parking Garage, 95 NE 1 <sup>st</sup> Avenue, Delray Beach	9/1/2016	10Mb	\$5,000	\$50	<b>\$</b> 0	\$600
GoRACK Data Center, 421 W Church Street, Jacksonville, FL Hand-Off	5/16/2016	5Gb	<b>\$</b> 0	\$3,448	\$o	\$41,376
TOTALS			\$50,000	\$7,448	\$75	\$90,276

#### **Explanation of Charges:**

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

<u>Monthly County Charges</u> – The monthly charge paid by the Municipality based on the County Rate Sheet for Network Services and agreed upon amount by both parties for Hand-Off Services.

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

<u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by Municipality.

All other provisions of the aforementioned 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.

(The remainder of this page intentionally left blank.)

**IN WITNESS WHEREOF,** the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST: Sharon R. Bock, Clerk & Comptroller	Palm Beach County, By Its Board of County Commissioners
By: Deputy Clerk	By: Mary Lou Berger, Mayor
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Steve Borde (on Steve Bordelon, Director, ISS
City of Delray Beach	
ATTEST:	
By: Chevelle D. Nubin, City Clerk	By: Cary Glickstein, Mayor
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Noel M. Pfeffer, City Attorney	

## Agreement with Palm Beack County and the City of Debray Beach

Re: Palm Beach County ISS Services

Interlocal Agreement N 2013 u308

This Interlocal Agreement ("Agreement") for information technology ("II") services is entered into this \_\_\_\_\_\_day of \_\_MAR\_1\_2\_2013\_, by and between the City of Delray Beach ("Municipality") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds existing Interlocal Agreements R2010-1446, dated 9/14/2010 and R2008-1796, dated 10/07/2008.

#### WITNESSES THAT:

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

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

WHEREAS, the Municipality and the County have recognized the need for the Municipality to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizen's of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

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

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

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#### Agreement with Pulo: Souch County and the City of Deiray Beach Re: Falm Beach County ISS Services

#### Section 1 Purpose

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

#### Section 2 Approval

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

#### Section 3 Exhibits

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

#### Section 4 Term

The term of this Agreement including Exhibit A, B, and C, nuless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A, B, and C shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

#### Section 5 Resale of IT Services

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

#### Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon 60 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other

Page 2 of 7

#### Agreement with Pulm Bouch County and the City of Deiray Bouch Re: Pulm Bouch County ESS Societies

party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

#### Section 7 Indemnification

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

#### Section 8 Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

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

Page 3 of 7

## Agreement with Faint Bouch County and the City of Debray Banch Re: Faint Bouch County ISS Services

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

#### Section 9 Damage Caused by Disasters

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

#### Section 10 Miscelleneous

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

#### Section 11 Notice

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

To:

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The City of Dahay Beach David T. Harden, City Manager 100 N.W. 1<sup>st</sup> Avenue Delray Beach, FL 32444

(561) 243-7015

With a copy to:

R. Brian Shutt, Esq., City Attorney

200 N.W. 1st Avenue Delray Beach, FL 33444

(561) 243-7091

Page 4 of 7

# Agreement with Palm Beach County and the City of Delray Seach Res Palm Seach County ISS Services

To: COUNTY:

Robert Weisman, County Administrator

c/o Steve Bordelon, Information Systems Services Director

Palm Beach County Board of County Commissioners

301 N. Olive Avenue, 8<sup>th</sup> floor West Palm Beach, FL 33401 Telephone: 561-355-2394

With a copy to:

County Attorney's Office

Palm Beach County Board of County Commissioners

301 N. Olive Avenue, Suite 601 West Falm Beach, FL 33401 Telephone: 561-355-2225

#### Section 12 Entire Agreement

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

#### Section 13 Filing

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

#### Section 14 Participation

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

## Section 15 Venue for Dispute Resolution

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

### Section 16 Binding Agreement

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

Page 5 of 7

#### Agreement with Falm Boack County and the City of Deiray Boach Rev Palm Boack County 188 Services

#### Section 17 Subject to Funding

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

#### Section 18 Nondiscrimination

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

#### Section 19 Access and Andits

The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (2) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Municipality's place of business.

#### Section 20 Inspector General

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

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

#### Agreement with Palm Beach County and the City of Delray Beach

Res Palm Beach County 185 Services

ATTEST:

haron R. Buck Laring Comptroller

By: James And Manager Deliging Course A

R 2 0 1 3 U 3 0 8 MAR 1 2 2013
Palm Beach County, By Its
Board of County Commissioners

By Hurenles

AFPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: County Attorney

By: Steve Steve Sorde Con. ISS

The City of Delray Beach

ATTEST:

By: Chevelle D. Nubin, MMC, City Clerk

By: Marchannes F. Carney, Jr., Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

R. Brian Shutt, Esq., City Attorney

Agenda Item #: 3U-3

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

7-2014-1963

- 88			
MAG	<u> ATI BA</u>	i Date:	

December 16, 2014

[x] 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 approve the First Amendment to Interlocal Agreement R2013-0308 with the City of Delray Beach.

Summary: The City of Delray Beach (City) has an existing Interlocal Agreement with Palm Beach County (R2013-0308) for network services, antenna placement and wireless services for use associated with the City's Digital Divide project. This First Amendment will update language to current contract standards, modify our placement height for antenna on the City's communications tower and replace equipment to current antenna specifications resulting in improved network services to existing Digital Divide project areas. This recommendation has no fiscal impact to Palm Beach County. The Florida LambdaRail LLC has approved connection of the City to the Florida LambdaRail. <u>District 7</u> (PFK)

Background and Justification: There are currently two Digital Divide projects, one in Delray Beach and the other in West Palm Beach, which provide free wireless internet access to underserved populations located within the targeted neighborhoods. Each Digital Divide zone includes a public school with a high percentage of students enrolled in the subsidized school lunch program. Participating families within the Digital Divide coverage zone receive recycled PCs which are installed in their home. Another component of the program is to provide computer literacy training to family members. A further benefit of these Digital Divide projects is that free wireless internet access made available to any resident or business located in the public WiFi zone.

These projects were the result of cooperative efforts between the members of the Palm Beach Broadband Task Force organized February 27, 2007 (R2007-0351.1) consisting of six consortium agencies: Palm Beach County, the Palm Beach County School District, Florida Atlantic University, Palm Beach State College, South Florida Water Management District and the Palm Beach County Education Commission.

Replacing antiquated equipment with our current technology antenna standards will improve the network services to the areas within the Digital Divide project and for any approved future requests within the City of Delray Beach.

#### Attachments:

1. First Amendment with the City of Delray Beach (3 originals)

2. Copy of Agreement R2013-0308 dated 3/12/2013

Recommended by:

Department Director

Nev. 25,2014

Date

Approved by:

**Accounty Administrator** 

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years Capital Expenditures Operating Costs	<b>2015</b> \$0 \$0	<b>2016</b> 0 0	<b>2017</b> 0 0	<b>2018</b> 0 0	<b>2019</b> 0 0
External Revenues Program Inc (County) In-Kind Match (County)	(\$0) <u>0</u> 0	(\$0) 0 0	(\$0) <u>0</u> <u>0</u>	(\$0) <u>0</u> 0	(\$0) <u>0</u> 0
NET FISCAL IMPACT	* <u>\$(0)</u>	<u>\$(0)</u>	<u>\$(0)</u>	<u>\$(0)</u>	<u>\$(0)</u>
# Additional FTE					
Positions (Cumulative)	. <u>0</u>	<u>0</u>	<u>0</u>	<u>o</u>	<u>0</u>
Is Item Included in Current Bu	dget	Yes X	No		
Budget Account Number:	Fund <u>0001</u>	Dept <u>490</u>	Unit <u>1300</u>	RevSro	4900

<sup>\*</sup>Assumes an effective date of December 1, 2014 for this First Amendment.

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

\* There is no change to the existing network services annual revenue of \$8,400 as the antenna(s) replacements are included at no cost to the City, and there is no change to FPL's wireless service reimbursements due from the City. Therefore, the net fiscal impact is zero.

C. Department Fiscal Review: Who The 1/25 hy

III. <u>REVIEW (</u>	COMMENTS
A. OFMB Fiscal and/or Contract Developme	nt & Control Comments:
Susu /eley 11/26/14  OFMB	Contract Administration 12-4 (18 B Wheeler

B. Legal Sufficiency:

C: Other Department Review:

**Department Director** 

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

R2014#1963

#### FIRST AMENDMENT

To the Interlocal Agreement with the City of Delray Beach (R2013-0308)

WHEREAS, the parties have entered into that certain Interlocal Agreement R2013-0308 dated March 12, 2013 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Municipality. The County and the Municipality wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

#### Item #1:

# Agreement, Section 7: Indemnification and Hold Harmless. Replace entire section with the following:

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

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

#### Item #2:

Agreement, Section 8: Insurance. Replace entire section with the following:

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

#### Item #3:

Agreement, Section 18: Nondiscrimination. Replace entire section with the following:

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

#### Item #4:

Agreement, Section 21: Regulations, Licensing Requirements. Add entire section with the following:

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

#### Item #5:

Exhibit A, Section K: Protocol for Reporting Network Service Problems. Replace the ISS Network Operations Center phone number with the following:

561-355-HELP (4357)

#### Item #6:

Exhibit A, Section Q: Insurance. Add entire section with the following:

This section does not apply to Network Services.

#### Item #7:

#### Exhibit B. Replace first paragraph with the following:

The purpose of this Exhibit is to identify the roles and responsibilities, to establish a problem resolution and escalation procedure, and to specify associated costs and payment requirements, of the County through its Information Systems Services (ISS) Department and the City of Delray Beach ("Municipality") regarding the placement and replacement of antenna(s) on the Municipalities communications tower located at its Police Department in order to support the Delray Beach Digital Divide project and any other qualifying and approved future requests within the City of Delray Beach.

#### Item #8:

# Exhibit B, Section A: County and Municipality Responsibilities. Replace entire section with the following:

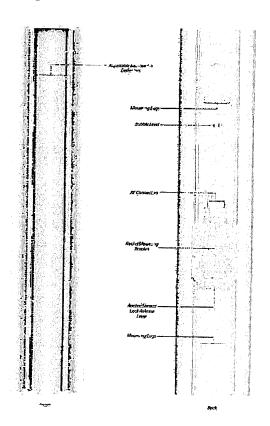
- 1. The Municipality shall allow the County's ISS Department access to the tower, described in Appendix A, attached hereto, in order to place and replace similar or improved antenna(s), such as examples described in Appendix B, attached hereto, on the tower at an approximate height of 120 feet.
- 2. ISS shall install and replace the antenna(s) on the tower at no cost to the Municipality. The County shall pay for any and all maintenance and repair costs for the antenna(s), and the Municipality shall pay for the daily utility cost incurred by the antenna(s).
- 3. The County agrees that it shall immediately cease operations of its antenna(s) if the Municipality, at its sole discretion, requests the County to do so due to interference issues with the Municipality's network or interference with any other network where the provider is already located on the tower.

#### Item #9:

Exhibit B, Appendix B: Antenna Specifications. Replace entire section with the following:

#### APPENDIX B

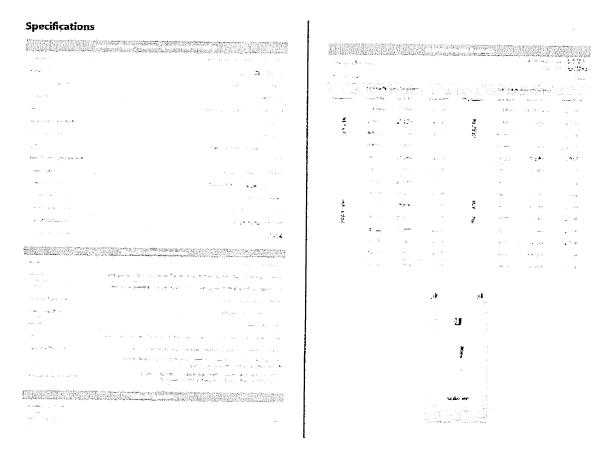
## Example Model: AM-V5G-Ti



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#### Item #9 (continued):

#### **Example Model: R5AC-Lite**



All other provisions of the aforementioned 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.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above. 2014 1963 DFC 162 Palm Beach County, By Its Board of County Commissioners Sharon R. Bock, Clerk & Comptroller C (SEAL) APPROVED AS TO FORM AND APPROVED AS TO TERMS AND **LEGAL SUFFICIENCY** CONDITIONS City of Delray Beach ATTEST: Chevelle D. Nubin, City Clerk Cary Glickstein, Mayor (SEAL) APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Noel M. Pfeffer, City Attorney



External Organization	IT Service	FY 16 Revenue	External Organization	IT Service	FY 16 Revenue
Atlantis	Network - ISP	\$2,400	ARC of Palm Beach County	Network - ISP	\$1,200
Boynton Beach	Network - ISP	600	Boca Raton Regional Hospital	Network - ISP	1,200
Delray Beach	Network - ISP	2,400	Center for Family Services	Network - ISP	600
Greenacres	Network - ISP	1,800	Families First of Palm Beach County	Network - ISP	600
Juno Beach	Network - ISP	1,200	Jewish Federation of PBC	Network - ISP	3,600
Jupiter	Network - ISP	2,400	Kravis Center	Network - ISP	19,440
Lake Clark Shores	Network - ISP	2,400	Lupus Foundation of America	Network - ISP	600
Lake Worth	Network - ISP	1,200	Lutheran Services Florida	Network - ISP	4,800
Lantana	Network - ISP	600	Lutheran Services Florida	Telephone	10,680
Palm Beach	Doc. Scanning	4,000	Max Planck Institute	Network - ISP	9,600
Palm Beach Gardens	Network - ISP	4,800	Nonprofits First	Network - ISP	600
Riviera Beach	Network - ISP	4,800	Prime Time	Network - ISP	600
Royal Palm Beach	Network - ISP	1,200	South Florida Fair	Network - ISP	1,200
West Palm Beach	Network - ISP	8,160	Workforce Alliance	Co-Location	11,820
City of Jacksonville	App Hosting	4,145	Workforce Alliance	Network - ISP	600
Early Learning Coalition	Network - ISP	600	Children's Services Council	Network - ISP	4,800
Florida Atlantic University	Network - ISP	12,480	Children's Services Council	Hosting	24,360
Lake Worth Christian School	Network - ISP	600	Children's Services Council	Disaster Recovery	11,280
Learning Excellence School	Network - ISP	480	East Coast Regional Water Treatment	Network - ISP	600
Oxbridge Academy	Network - ISP	8,160	Health Care District	Network Transport	16,800
Palm Beach State College	Network Transport	30,139	Loxahatchee River Control District	GIS Hosting	600
Palm Beach State College - Dreyfoos	Network Transport	2,400	Loxahatchee River Control District	Network Transport	2,400
School Board of Palm Beach County	Network - ISP	56,352	Seacoast Utility Authority	Network - ISP	2,400
Alzheimer's Community Care	App Hosting	25,260	U.S. Virgin Islands	App Hosting	66,000
Alzheimer's Community Care	Network - ISP	600	U.S. Virgin Islands	Professional Services	49,860
		and the state of t	TOTAL		<u>\$425,416</u>