

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

Meeting Date: September 1, 2020

Consent

Regular

Public Hearing

Workshop

Department: Information Systems Services

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) rescind Interlocal Agreement R2014-1965;

B) rescind Interlocal Agreement R2013-0307;

C) approve the replacement Interlocal Agreement with the School Board of Palm Beach County, Florida (School Board) providing updated contract terms for network services as well as updating the formal process for usage of School Board communications towers for antenna placement; and


D) authorize the County Administrator or designee to approve and execute Task Orders for additional IT services, up to a maximum dollar value of \$50,000 per Task Order.

Summary: The School Board has existing Interlocal Agreements with Palm Beach County for network services (R2014-1965) and antenna placement on School Board communications towers (R2013-0307). Staff recommends rescinding the existing Agreements and combining into one new Agreement for a period of one (1) year with four (4) automatic one-year renewals unless notice is given by either party. This new Interlocal Agreement includes updated contract terms to provide network services to the School Board and updates the process for usage of School Board communications towers for antenna placement. ISS and the School Board have identified the need to expand the tower antenna program for distance learning. The Florida LambdaRail, LLC has approved connection of the School Board to the Florida LambdaRail network. Countywide (DB)

Background and Justification: This Interlocal Agreement provides the School Board of Palm Beach County, Florida updated contract terms for network services and antenna placement on their communications towers.

Attachments:

1. Interlocal Agreement with the School Board (3 originals)
 2. Copy of Interlocal Agreement R2014-1965
 3. Copy of Interlocal Agreement R2013-0307
 4. Agreement with Florida LambdaRail LLC for the connection of the School Board to the Florida LambdaRail network
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Recommended by:  8/26/2020
 Department Director Date

Approved by:  8/27/2020
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$7,993)	(\$95,916)	(\$95,916)	(\$95,916)	(\$95,916)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	<u>(\$7,993)</u>	<u>(\$95,916)</u>	<u>(\$95,916)</u>	<u>(\$95,916)</u>	<u>(\$95,916)</u>

Additional FTE
Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes No

Does this item include the use of federal funds? Yes No

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

* Assumes a September 1, 2020 start date for the Interlocal Agreement.

B. Recommended Sources of Funds / Summary of Fiscal Impact

FY 2020 reflects one month of revenue for network services.

C. Department Fiscal Review:

My My 8/5/20

III. REVIEW COMMENTS

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

[Signature] 8/6/2020 for 8/5/2020
OFMB AP 8/5
AP 8/25

[Signature] 8/27/20
Contract Administration
8-27-20 TW

B. Legal Sufficiency:

Anne Delgent 8/27/2020
for Assistant County Attorney
Dave Behar

C: Other Department Review:

Department Director

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

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers*

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2020, by and between The School Board of Palm Beach County, Florida (“SCHOOL BOARD”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2014-1965, dated December 6, 2014.

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

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

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

WHEREAS, due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), there is an increased need for teleworking and long distance learning capabilities; and

WHEREAS, the SCHOOL BOARD owns and operates school facilities throughout Palm Beach County that include communication towers (“Communication Towers”) that are suitable for deployment of radio equipment (“Radio Equipment”) that would assist in efforts address the increased need for teleworking and long distance learning capabilities due to COVID-19; and

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers*

WHEREAS, the COUNTY wishes to install the Radio Equipment on the Communications Towers as part of a larger effort, that includes individual municipalities within the County, to create a Wi-Fi mesh network that would assist in efforts to address the increased need for teleworking and long distance learning capabilities due to COVID-19.

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

WHEREAS, the COUNTY and SCHOOL BOARD wish to put into place a formal process whereby the SCHOOL BOARD staff can review, on a case by case basis, the COUNTY's request to place antennas on specific SCHOOL BOARD owned towers located at SCHOOL BOARD facilities.

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

Section 1 **Purpose**

The purpose of this Agreement is to provide IT services to the SCHOOL BOARD for the purposes described in the attached Exhibit A and to allow the COUNTY access install and maintain the Radio Equipment on the Communications Towers as more fully set forth in the attached Exhibit B.

Section 2 **Approval**

The COUNTY approves of the SCHOOL BOARD's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

The SCHOOL BOARD approves the COUNTY's use of the Communications Towers as set forth in the attached Exhibit B.

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers*

Section 3 Exhibits

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

The attached Exhibit B made a part hereof, delineates the COUNTY's use of Communications Towers that shall be permitted by the SCHOOL BOARD.

Section 4 Term

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

Section 5 Resale of IT Services

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

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' written notice to SCHOOL BOARD. SCHOOL BOARD may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' written notice to COUNTY. The parties acknowledge that neither party shall sustain any damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

Section 7 Indemnification and Hold Harmless

The SCHOOL BOARD shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the SCHOOL BOARD. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

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

Section 8 Damage Caused by Disasters

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

Should any of the SCHOOL BOARD's Communications Towers be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace any of these Communications Towers becomes economically unfeasible, this Agreement is automatically terminated with respect to such damaged or destroyed Communications Towers at the sole discretion of the SCHOOL BOARD, unless the governing bodies of both the SCHOOL BOARD and COUNTY authorize its continuation and associated funding to repair or restore the affected Communications Towers.

***Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers***

Section 9 Notice

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

To: Dr. Donald E. Fennoy II, Superintendent
 School Board of Palm Beach County
 3300 Forest Hill Boulevard
 West Palm Beach, FL 33406
 (Telephone: 561-434-8000)
 (Telephone: 561-629-8566)

With a copy to: General Counsel
 School Board of Palm Beach County
 3300 Forest Hill Boulevard
 West Palm Beach, FL 33406
 (Telephone: 561-434-8751)

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

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

Section 10 Entire Agreement

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

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

Section 11 **Choice of Law and Venue**

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

Section 12 **Binding Agreement**

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

Section 13 **Subject to Funding**

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

Section 14 **Nondiscrimination**

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

Section 15 **Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees with non-compliance with that law.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

Section 16 Access and Audits

Each party shall maintain records relating to this Agreement for at least four (4) years after completion or termination of this Agreement. Each party 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 their respective places of business.

Section 17 Inspector General – COUNTY

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

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

Section 18 Inspector General – SCHOOL BOARD

COUNTY agrees and understands that the School District’s Office of Inspector General (“Inspector General”) shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by COUNTY with regard to the Agreement. COUNTY’S employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, COUNTY understands, acknowledges and agrees to abide by School Board Policy 1.092.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

Section 19 **Regulations, Licensing Requirements**

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

Section 20 **No Third Party Beneficiary**

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

Section 21 **No Agency**

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

Section 22 **No Assignability**

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by SCHOOL BOARD, without the prior written consent of the COUNTY.

Section 23 **Amendments**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers*

Section 24 Waiver

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and either party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 25 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 27 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 28 Filing

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

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

Section 29 Waiver of Jury Trial

Each of the parties hereto hereby knowingly, voluntarily and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based here on, or arising out of, under or in connection with this Agreement.

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Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services And School Board Communications Towers

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk


By: _____
Dave Kerner, Mayor

(SEAL)

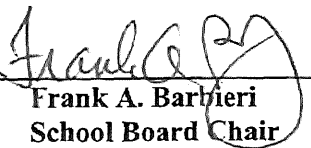
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

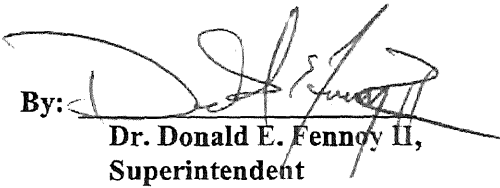
APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

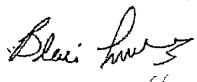
By:  _____
Archie Satchell, CIO, ISS

The School Board of Palm Beach County, Florida

By:  _____
Frank A. Barbieri
School Board Chair

By:  _____
Dr. Donald E. Fennoy II,
Superintendent

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
School Board Attorney

Digitally signed by
Blair Littlejohn
Date: 2020.08.04
08:25:43 -04'00'

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

EXHIBIT A

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

These network services originally commenced on February 27, 2007.

Section A: General Requirements for Network Services

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

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

Section B: Responsibilities for Network Management

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

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

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the SCHOOL BOARD.

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers*

Should the COUNTY perform repair and maintenance functions on behalf of the SCHOOL BOARD, it is with the understanding that the COUNTY's responsibility extends only to the SCHOOL BOARD "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the SCHOOL BOARD's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the SCHOOL BOARD demarcation point(s). Entrance facilities at SCHOOL BOARD owned locations from the road to demarcation point belong to the SCHOOL BOARD, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the SCHOOL BOARD. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the SCHOOL BOARD or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on SCHOOL BOARD owned electronics or other equipment.

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

Section C: Network Equipment Ownership

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The SCHOOL BOARD shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

Should the SCHOOL BOARD receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

Section D: Network Connection

The SCHOOL BOARD will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The SCHOOL BOARD shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

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

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the SCHOOL BOARD 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 SCHOOL BOARD 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.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

Section F: Network Interferences

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the SCHOOL BOARD. However, should any equipment owned by the SCHOOL BOARD render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all SCHOOL BOARD owned network connections after informing the SCHOOL BOARD's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the SCHOOL BOARD or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

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

Section I: Description of Services

A. Baseline services from the COUNTY through the COUNTY will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the SCHOOL BOARD network router connection;

If necessary, security may shut down the SCHOOL BOARD's entire building feed to protect the networked systems from computer worms and viruses.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. SCHOOL BOARD Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for SCHOOL BOARD owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the SCHOOL BOARD technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the SCHOOL BOARD.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The SCHOOL BOARD will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from SCHOOL BOARD owned network property.

8. requesting changes in network equipment attachments services;

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

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

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

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

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

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

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

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

Section J: Availability of COUNTY Network Services

The COUNTY will provide the SCHOOL BOARD with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the SCHOOL BOARD.

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

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

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the SCHOOL BOARD's IT support staff. If the SCHOOL BOARD's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the SCHOOL BOARD 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 SCHOOL BOARD is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The COUNTY shall coordinate with and obtain prior written approval from the SCHOOL BOARD designee as to the time of any planned maintenance, repair, or installation work. However, the SCHOOL BOARD shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the SCHOOL BOARD to report any emergency that requires access to any SCHOOL BOARD owned facility. The SCHOOL BOARD shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the SCHOOL BOARD with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

***Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers***

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to SCHOOL BOARD owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

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

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

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

SCHOOL BOARD Information Services

Deepak Agarwal, Chief Information Officer
561-434-8773
561-242-4100, ext. 44100
deepak.agarwal@palmbeachschools.org

David Wilhelm, Director, IT Infrastructure System Support
561-434-8830
561-242-4100, ext 48830
David.wilhelm@palmbeachschools.org

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's network services provided to the SCHOOL BOARD.

**Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers**

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

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

SCHOOL BOARD Network Service and Billing Matrix						
Location	Service Start Date	Bandwidth	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
FHESC (Main) 3300 Forest Hill Blvd., West Palm Beach, FL 33406	2/27/2007	10 Gb	\$0	\$2,500	\$0	\$30,000
SITV (Channel 10)	2/27/2007	10 Gb	\$0	\$2,500	\$0	\$30,000
Gun Club	2/27/2007	10 Mb	\$0	\$50	\$0	\$600
Network Backup Services (80% E-Rate discount)	2/27/2007	10 Gb	\$0	\$2,943	\$0	\$35,316
TOTALS			\$0	\$7,993	\$0	\$95,916
<p>Explanation of Charges:</p> <p>Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the SCHOOL BOARD 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.</p> <p>Monthly COUNTY Charges – The monthly charge paid by the SCHOOL BOARD for locations with defined Usage Bandwidth is based on the COUNTY Rate Sheet for Network Services. The monthly charge paid by the SCHOOL BOARD for Network Backup Services is based upon matching the qualified E-Rate % from the SCHOOL BOARD'S internet provider invoice.</p> <p>Monthly Florida LambdaRail (FLR) Charges – FLR charges the COUNTY this fee to connect the SCHOOL BOARD to the FLR via PBCnet. Since the SCHOOL BOARD is affiliated with Palm Beach County, no FLR fees are due.</p> <p>Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the SCHOOL BOARD.</p>						

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach ISS Services and School Board Communications Towers

The COUNTY has received approvals from the FLR for the SCHOOL BOARD to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

The COUNTY shall submit quarterly invoices to the SCHOOL BOARD which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY. Payment will be made in accordance with the Florida SCHOOL BOARD Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

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

Section P: Annual Review of Fees and Charges

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



Appendix 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #:

Organization requesting services: The School Board of Palm Beach County, Florida

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____

ISS Fiscal Manager: _____ Date: _____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Archie Satchell, CIO, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

COUNTY ATTORNEY

Name / Title

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services Access to School Board Communications Towers

EXHIBIT B

The purpose of this Exhibit B is to allow the COUNTY access to the Communications Towers, in order to place approved Radio Equipment on the Communications Towers.

Section A: Installation

The COUNTY shall install fiber-optic cable and the approved Radio Equipment, on the Communications Towers, at no cost to the SCHOOL BOARD, and the COUNTY shall pay for any and all installation, operation, maintenance and repair costs for the Radio Equipment, including fiber-optic cable to connect the Radio Equipment. The Radio Equipment shall be mounted on each Communications Tower at a mutually agreeable location. Prior to commencing installation of the Radio Equipment, the COUNTY shall submit detailed plans and specifications for the installation of the Radio Equipment, including but not limited to, the specifications of the Radio Equipment and mounting hardware, and the height on the Communications Tower on which the Radio Equipment will be installed and the name of the contractor that will perform the installation, together with the Radio Equipment Placement Request attached hereto as Appendix 1 to this Exhibit B, to the SCHOOL BOARD's T.E.N. Station Manager (or the individual in the equivalent position in the event that the T.E.N. Station Manager position no longer exists) for written approval together with documentation establishing with reasonable certainty that (i) the Radio Equipment will not cause the Communications Tower load capacity to be exceeded; and (ii) the Radio Equipment will not cause interference with existing or future anticipated equipment on the Communications Tower. For purposes of this paragraph, the SCHOOL BOARD's T.E.N. Station Manager shall be authorized to approve or reject all plans and specifications and other documentation provided by the COUNTY on behalf of the SCHOOL BOARD, without further approval of the SCHOOL BOARD. The COUNTY shall operate the Radio Equipment in full compliance with Federal Communications Commission requirements and shall not interfere with the communications configurations, frequencies or operating equipment which exists on the Communications Tower or is added in the future. If the SCHOOL BOARD reasonably determines that the COUNTY's operation of the Radio Equipment is causing interference or undesirable effects on the operations by the SCHOOL BOARD (or other existing party authorized by the SCHOOL BOARD to so operate) on other frequencies or other spectrum, or if a third party complains of interference from the COUNTY's Radio Equipment, then the COUNTY shall immediately discontinue its use of the Radio Equipment until such time as the parties mutually

***Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services Access to School Board Communications Towers***

agree on technical or other solutions that will eliminate the interference. The installation of the fiber-optic cable and Radio Equipment and all regular maintenance and repair of the fiber-optic cable and Radio Equipment by the COUNTY or its agents shall be coordinated with the SCHOOL BOARD's T.E.N. Station Manager providing a minimum of thirty (30) days prior written notice. Notice of any emergency maintenance or repairs of the Radio Equipment by the COUNTY shall be given to the T.E.N. Station Manager as soon as practical. The COUNTY shall ensure that the Communications Tower is safe and secured at all times that the COUNTY is performing work and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the SCHOOL BOARD. Access to the Communications Tower shall be provided to the COUNTY at all reasonable times and coordinated with the SCHOOL BOARD's T.E.N. Station Manager.

At the time of installation of the Radio Equipment, the COUNTY, at its sole cost and expense shall make any needed repairs to the Communications Towers and remove any existing equipment on the Communications Towers identified by the SCHOOL Board's T.E.N. Station Manager, and return same to the SCHOOL BOARD.

The SCHOOL BOARD agrees to provide the COUNTY 10 days' notice in the event that either:

- A. The specific location of the Radio Equipment on any Communications Tower needs to be changed
- OR
- B. The Radio Equipment needs to be removed from the Communications Tower

The COUNTY shall use a contractor for installing, repairing and maintaining the fiber-optic cable and Radio Equipment ("COUNTY Contractor") that is acceptable to the SCHOOL BOARD's T.E.N. Station Manager, in his/her reasonable discretion.

In the event that there is no Communications Tower at a particular school or the Communications Tower is not suitable for use by the COUNTY, the COUNTY may request to install the Radio Equipment by mounting it to the side of a SCHOOL BOARD building.

Installation of Radio Equipment on a Communications Tower or on the side of SCHOOL BOARD-owned building shall be subject to the COUNTY applying for and obtaining a building permit

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services Access to School Board Communications Towers*

from the SCHOOL BOARD's Building Department ("Building Permit") and complying with all terms, conditions and provisions of the Building Permit.

Section B: Location Subject to Agreement

The term "Communications Towers" shall mean the Instructional Television towers located at the schools set forth in Appendix 2 to this Exhibit B. The term "Communications Towers" shall not include any third-party operated cell phone or other towers that may also exist on a given school campus or SCHOOL BOARD facility. In the event that the COUNTY desires to use an Instructional Television tower or SCHOOL BOARD-owned facility without an Instructional Television tower not listed on Appendix 2 or desires to delete a site listed on Appendix 2, the COUNTY shall make a written request to the SCHOOL BOARD's Superintendent, who is hereby delegated the authority by the SCHOOL BOARD, without further SCHOOL BOARD action, to approve or deny the request. Such approval or denial shall be memorialized in writing.

Section C: Access by COUNTY's Contractors and Subcontractors

Access to the SCHOOL BOARD-owned facilities for the purpose of performing the work contemplated under this Exhibit B by the COUNTY's contractors and subcontractors shall, in addition to all terms and conditions set forth in this Agreement, be subject to the COUNTY's contractors entering into a Right of Entry Agreement directly with the SCHOOL BOARD, which shall be acceptable in form and substance to the SCHOOL BOARD, and shall include, but not be limited to, the COUNTY contractors' obligations to provide insurance coverage in favor of the SCHOOL BOARD and to indemnify the SCHOOL BOARD.

Section D: Risk of Loss

The COUNTY assumes all risks associated with the COUNTY's Radio Equipment and personal property and fixtures located on the Communications Towers or School Board-owned real property. In the event of loss, damage or injury to the COUNTY and/or the COUNTY property, the COUNTY shall look solely to any insurance in its favor without making any claim against the SCHOOL BOARD. The COUNTY hereby waives any right of subrogation against the SCHOOL BOARD for loss, damage or injury within the scope of the Contractor's insurance, and on behalf of itself and its insurer, waives all such claims against the SCHOOL BOARD.

*Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services Access to School Board Communications Towers*

Section E: Acceptance of Facilities

The SCHOOL BOARD shall not be required to make any improvements or repairs to the Communications Towers or associated SCHOOL BOARD-owned facilities as a condition of use of the Communications Tower or SCHOOL BOARD-owned facility by the COUNTY. The COUNTY shall accept the facilities in their "As Is", "Where Is" condition. The COUNTY acknowledges and agrees that the SCHOOL BOARD has not made any warranties or representations to the COUNTY regarding the facilities, including, but not limited to, any representations or warranties regarding the suitability of the facilities for use by the COUNTY.

Section F: Removal of Radio Equipment

Prior to the termination or expiration of this Agreement, the COUNTY shall, at its sole cost and expense, remove all Radio Equipment from the Communications Towers.

Section G: Cost of Electrical Power Service

The SCHOOL BOARD, at its sole cost and expense, shall pay for the electrical service necessary to operate the Radio Equipment, provided the monthly cost of Radio Equipment on any single Communications Tower does not exceed \$35. Additionally, the SCHOOL BOARD, at its sole cost and expense, shall cause to be installed one twenty (20) amp electrical circuit at any Communications Tower that does not have an existing source of electrical service.

Section H: Issue Escalation Contacts

Palm Beach COUNTY ISS

Palm Beach COUNTY 24x7 Network Services Help Desk: 561-355-HELP (4357)

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

Agreement with Palm Beach County and The School Board of Palm Beach County, Florida
Re: Palm Beach County ISS Services Access to School Board Communications Towers

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

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

LOCAL GOVERNMENT Broadcast Services

Catherine Wentley, T.E.N. Station Manager
561-738-2714 (office)
catherine.b.wentley@palmbeachschools.org

Mark Howard, Chief Performance Accountability
561-434-8851 (office)

Section I: Damage to SCHOOL BOARD Facilities

If any of the SCHOOL BOARD-owned facilities are damaged as a result of the installation, operation, maintenance or repair of the fiber-optic cable or Radio Equipment, the COUNTY shall in consultation with the SCHOOL BOARD, either repair such damage using materials of like kind and quality or make an appropriate settlement with the SCHOOL BOARD.

Appendix 1
Radio Equipment Placement Request

Tower Location:

Description of the Project:

Antenna and Mounting Hardware Specifications:

Requested Tower Attachment Height:

Contractor Information:

ISS Contact Information:

Request Submitted by:

ISS Project Manager/Director: _____ Date: _____

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA APPROVALS

Technical Requirements:

T.E.N Station Manager: _____ Date: _____

Building Code Compliance:

Director, Building Department: _____ Date: _____

Appendix 2

Communications Towers

Channel T.E.N.	505 South Congress Avenue, Boynton Beach 33426
West Area Office	1901 N.W. 16 th Street, Belle Glade 33430
Barton Elementary School	1700 Barton Road, Lake Worth Beach 33460
Bear Lakes Middle School	3505 Shenandoah Rd, West Palm Beach 33409
Belle Glade Elementary School	500 NW Avenue L, Belle Glade 33430
Belvedere Elementary School	3000 Parker Avenue, West Palm Beach 33405
Benoist Farms Elementary School	1765 Benoist Farms Road, West Palm Beach 33411
Berkshire Elementary School	1060 South Kirk Road, West Palm Beach 33406
Bethune Elementary School	1501 Avenue U, West Palm Beach 33404
Boynton Beach High School	4975 Park Ridge Boulevard, Boynton Beach 33426
Canal Point Elementary School	37000 E Main Street, Canal Point 33438
Carver Middle School	101 Barwick Road, Delray Beach 33445
Cholee Lake Elementary School	6680 Dillman Road, Greenacres 33413
Citrus Cove Elementary School	8400 Lawrence Road, Boynton Beach 33436
Congress Middle School	101 S Congress Avenue, Boynton Beach 33426
Crossroads Academy School	225 SW 12th Street, Belle Glade 33430
Diamond View Elementary School	5300 Haverhill Rod, Greenacres 33463
Egret Lake Elementary School	5115 47th Place N, West Palm Beach 33417
Eisenhower Elementary School	2926 Lone Pine Road, Palm Beach Gardens 33410
Forest Hill Elementary School	5555 Purdy Lane, West Palm Beach 33415
Forest Park Elementary School	1201 SW 3rd Street, Boynton Beach 33435
Galaxy Elementary School	550 NW 4th Avenue, Boynton Beach 33435
Glade View Elementary School	1100 SW Avenue G, Belle Glade
Glades Central High School	1001 SW Avenue M, Belle Glade 33430
Gove Elementary School	900 SE Avenue G, Belle Glade 33430
Greenacres Elementary School	405 Jackson Avenue, Greenacres 33463
Grove Park Elementary School	8330 N Military Trail, Palm Beach Gardens 33410
Heritage Elementary School	5100 Melaleuca Lane, Greenacres 33463
Highland Elementary School	500 Highland Avenue, Lake Worth Beach 33460
HL Watkins Middle School	9480 Mac Arthur Boulevard, Palm Beach Gardens 33403
Hope-Centennial Elementary School	5350 Stacy Street, West Palm Beach 33417
Indian Pines Elementary School	600 Oak Royal Drive, Lake Worth Beach 33463
Indian Ridge School	1955 Golden Lakes Boulevard, West Palm Beach 33411
JFK Middle School	1901 Avenue S, Riviera Beach 33404
John I Leonard High School	4701 10 th Avenue N, Greenacres 33463
Jupiter Elementary School	200 S Loxahatchee Drive, Jupiter 33458
Kirklane Elementary School	4200 Purdy Lane, Palm Springs 33406
Lake Park Elementary School	410 3rd Street, Lake Park 33403
Lake Shore Middle School	425 W Canal Street N, Belle Glade 33430
Lake Worth High School	1701 Lake Worth Rd, Lake Worth Beach 33460

Lake Worth Middle School	1300 Barnett Drive, Lake Worth Beach 33461
Lantana Elementary School	710 W Ocean Avenue, Lantana 33462
Lantana Middle School	1225 W Drew Street, Lantana 33462
LC Swain Middle School	5332 Lake Worth Road, Greenacres 33463
Liberty Park Elementary School	6601 Constitution Way, Greenacres 33413
Lincoln Elementary School	1160 Avenue N, Riviera Beach 33404
Loxahatchee Groves Elementary School	16020 Okeechobee Boulevard, Loxahatchee 33470
Maleleuca Elementary School	5759 W Gun Club Road, West Palm Beach 33415
Meadow Park Elementary School	956 Florida Mango Road, West Palm Beach 33406
North Grade Elementary School	824 N. K Street, Lake Worth Beach 33460
Northboro Elementary School	400 40th Street, West Palm Beach 33407
Northmore Elementary School	4111 N Terrace Drive, West Palm Beach 33407
Okeehoelee Middle School	2200 Pinehurst Drive, West Palm Beach 33413
Orchard View Elementary School	4050 Old Germantown Road, Delray Beach 33445
Pahokee Middle/High School	850/900 Larrimore Road, Pahokee 33476
Palm Beach Lakes High School	3505 Shiloh Drive, West Palm Beach 33407
Palm Springs Elementary School	101 Davis Road, Lake Worth Beach 33461
Palm Springs Middle School	1560 Kirk Road, West Palm Beach 33406
Palmetto Elementary School	5801 Parker Avenue, West Palm Beach 33405
Pine Grove Elementary School	400 SW 10th Street, Delray Beach 33444
Pioneer Park Elementary School	39500 Pioneer Park Road, Belle Glade 33430
Pleasant City Elementary School	2222 Spruce Avenue, West Palm Beach 33407
Rolling Green Elementary School	550 Miner Road, Boynton Beach 33435
Roosevelt Elementary School	1220 15th Street, West Palm Beach 33407
Rosenwald Elementary School	1321 Dr. Martin Luther King Jr. Boulevard, South Bay 33493
South Grade Elementary School	716 S. K Street, Lake Worth Beach 33460
Starlight Cove Elementary School	6300 Seminole Drive, Lantana 33462
Suncoast High School	600 W 28 th Street, Riviera Beach 33404
Tradewinds Middle School	5090 S Haverhill Road, Greenacres 33463
UB Kinsey Elementary School	800 11th Street, West Palm Beach 33401
Village Academy	400 SW 12th Avenue, Delray Beach, 33444
Washington Elementary School	1709 W 30th Street, West Palm Beach 33404
West Gate Elementary School	1545 Loxahatchee Drive, West Palm Beach 33409
West Riviera Elementary School	1057 W 6th Street, West Palm Beach 33404
Westward Elementary School	1101 Golf Avenue, West Palm Beach 33401
Wynnebrook Elementary School	1167 Drexel Road, West Palm Beach 33417

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County ISS Services

R2014-1965

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this _____ day of ~~DEC~~ **6** 2014, 2014, by and between Palm Beach County School Board ("School Board") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2007-0352, dated 2/27/2007.

WITNESSETH 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 School Board and the County have recognized the need for the School Board 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 citizens 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 School Board and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

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

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the School Board for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the School Board's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

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

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually for a period not to exceed 5 years unless either party gives written notice of termination as provided for in Section 6 herein. The effective date of the Agreement is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The School Board 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 sixty (60) 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.

Section 7 Indemnification and Hold Harmless

The School Board 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.

Section 8 Insurance

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

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 School Board and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

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

Section 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: SCHOOL BOARD:

E. Wayne Gent, Superintendent
3300 Forest Hill Boulevard
West Palm Beach, FL 33406
(Telephone: 561-434-8000)

With a copy to:

Deepak Agarwal, CIO
Division of Information Technology
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County ISS Services

(Telephone: 561-434-8773)

With a copy to: JuliAnn Rico
School Board Attorney
3300 Forest Hill Boulevard, C-321
West Palm Beach, FL 33406
(Telephone: 561-434-8000)

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, 8th 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 Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the School Board 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 parties. This Agreement shall be binding upon the School Board 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, exclusive 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.

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 and subcontractors 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.

Section 19 Access and Audits

The School Board 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 (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 the School Board's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The School District of Palm Beach County

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County ISS Services

has also established the Office of Inspector General in School Board Policy 1.092 and such policy is located at: <http://www.palmbeachschools.org/policies/>.

Each party's Inspector General's authority includes but is not limited to the power to review past, present and proposed party's contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of each party, 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 County 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. The County understands, acknowledges, and agrees to abide by applicable portions of the Office of Inspector General in School Board Policy 1.092 as referenced herein.

Section 21 Regulations, Licensing Requirements

The 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 parties are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County ISS Services

R2014-1965

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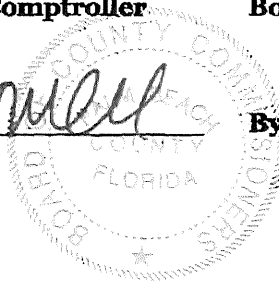
ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: [Signature]
Deputy Clerk

By: [Signature]
Shelley Vana, Mayor



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Steve Bordelon, Director, ISS

Palm Beach County School Board

ATTEST:

By: [Signature]
Chuck Shaw, School Board Chairman

By: [Signature]
E. Wayne Gent, Superintendent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] 12/8/14
School Board Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Palm Beach County School Board of ("School Board") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the School Board in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 2/27/2007.

Section A: General Requirements for Network Services

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

The County shall provide the School Board with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

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

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

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

The County shall monitor bandwidth utilization on any network link between the County and the School Board.

Should the County perform repair and maintenance functions on behalf of the School Board, it is with the understanding that the County's responsibility extends only to the School Board "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the School Board's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the School Board demarcation point(s). Entrance facilities at School Board owned locations from the road to demarcation point belong to the School Board, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the School Board. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the School Board or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting The County to perform maintenance or restoration on School Board owned electronics or other equipment.

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

Section C: Network Equipment Ownership

The County, as represented by the County, shall own all of its network equipment and assets. The School Board shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should the School Board 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 D: Network Connection

The School Board will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The School Board shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

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

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the School Board 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 School Board or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment.

However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the School Board. However, should any equipment owned by the School Board render any harmful interference to the County's network equipment, the County may disconnect any or all School Board owned network connections after informing the School Board's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the School Board or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

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

Section I: Description of Services

A. Baseline services from the County through the County will include:

1. ongoing maintenance of connectivity to the demarcation point(s);

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

2. central network security at the County router port that feeds the School Board network router connection;

If necessary, security may shut down the School Board's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. School Board Responsibilities will include:

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for School Board owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the School Board technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the School Board.

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The School Board will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from School Board owned network property.

8. requesting changes in network equipment attachments services;

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

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

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

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

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

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

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

Section J: Availability of County Network Services

The County will provide the School Board with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the School Board.

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

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the School Board's IT support staff. If the School Board's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the School Board 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 School Board is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

The County shall coordinate with and obtain prior written approval from the School Board designee as to the time of any planned maintenance, repair, or installation work. However, the School Board shall provide the County with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the County shall ensure that all the County personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, the

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

County's representative shall call the School Board to report any emergency that requires access to any School Board owned facility. The School Board shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the School Board with a list of authorized the County employees who will carry in their possession badges for identification purposes.

The County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to School Board owned buildings under the Agreement.

Section M: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

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

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

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

School Board Information Services

Deepak Agarwal, CIO, Division of Information Technology
561-434-8773 (office)

Larry Padgett, Director, IT Infrastructure
561-357-5990 (office)

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the School Board.

Agreement with Palm Beach County and Palm Beach County School Board

Re: Palm Beach County Network Services

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

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the School Board quarterly.

School Board Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
3300 Forest Hill Boulevard, West Palm Beach, FL 33406	2/27/2007	Two 1Gb	\$0	\$3,950 E-Rate Match 73%	\$0	\$47,400
605 South Congress Avenue, Boynton Beach, FL 33426						
School Locations (Attachment 1)		Usage	\$0	Tiered Rates	\$0	Usage
TOTALS			\$0	\$3,950*	\$0	\$47,400**

Explanation of Charges:

Installation Charges – No installation charges due from the School Board.

* Monthly County Charges – The monthly charge paid by the School Board for Network Services will vary monthly based on matching the qualified E-Rate % from School Board's internet provider invoice; and School Locations with Usage bandwidth will vary monthly based on Usage reports per tiered billing rates in Attachment 1. Note: Matching E-Rate % is effective 7/1/2014 and will change annually.

Monthly Florida LambdaRail (FLR) Charges – the School Board is affiliated with Palm Beach County, no FLR fees are due from the School Board.

** Yearly Charges – The total annual recurring charges paid by the School Board, excluding installation charges, will vary annually based on matching the qualified E-Rate % from School Board's internet provider invoice; and School Locations will vary annually based on Usage reports per tiered billing rates in Attachment 1.

N1. [Omitted]

N2. Billing and Payment

The County shall submit quarterly invoices to the School Board which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the School Board in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 2). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The School Board is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the School Board. The School Board agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

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

Section Q: Insurance

This section does not apply to Network Services.

**PBC Information Systems Services (ISS) Network Connection Usage and Billing Analysis
for Billing PBC School Board**

School	1st Month Usage	1st Month Cost	2nd Month Usage	2nd Month Cost	3rd Month Usage	3rd Month Cost	Quarterly Total
Atlantic HS							
Belvedere ES							
Boynton Beach HS							
Carver MS							
Congress MS							
Conniston MS							
Crosspointe ES							
Dreyfoos SOA HS							
Duncan MS							
FHESC (Main)							
Forest Hill HS							
Grassy Waters ES							
Gun Club							
ITV (Channel TEN)							
Jeaga MS							
Palmetto ES							
Pleasant City ES							
Santaluces HS							
SD Spady ES							
Timber Trace ES							
Village Academy							
Totals	0	\$	0	\$	0	\$	\$

Tiered Billing Rates:

1-10 Mb = \$50/Mb	11-30 Mb = \$35/Mb
31-100 Mb = \$25/Mb	100+ Mb = \$15/Mb



Attachment 2
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Palm Beach County School Board

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____
Name/Title

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY SCHOOL BOARD

COUNTY ATTORNEY

Name, Title

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

Interlocal Agreement

R2013 0307
MAR 12 2013

This Interlocal Agreement ("Agreement") permitting the installation antenna equipment on communications towers located on the School Board of Palm Beach County's property ("Towers") is entered into this _____ day of _____, 2013, with the School Board of Palm Beach County, Florida, (the "School Board"), and Palm Beach County (the "County").

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 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 County and School Board wish to put in place a formal process whereby the School Board staff can review, on a case by case basis, the County's request to place an antenna on specific School Board-owned towers located at School Board facilities ("Towers"). These antennae will be used for joint "Digital Divide" programs, broadband connectivity for the School District or broadband connectivity for County projects.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

AGREEMENT

SECTION 1 Purpose

The purpose of this agreement is to allow the County access to the Towers, in order to place antenna on the Towers.

Section 2 Installation

The County shall install the approved antenna, on the Towers, at no cost to the School Board, and the County shall pay for any and all operation, maintenance and repair costs for the antenna. The antenna shall be mounted on each Tower at a mutually agreeable location. Prior to commencing installation of the antenna, the County shall submit detailed plans and specifications for the installation of the antenna, including but not limited to, the specifications of the antenna and mounting hardware, the name of the school or location of the Tower and the height on the Tower on which the antenna will be installed and the name of the contractor that will perform the installation, together with the Antenna Placement Request attached hereto as Exhibit A to the School Board's Senior Broadcast Logistics Engineer (or the individual in the equivalent position in the event that the Senior Broadcast Logistics Engineer position no longer exists) for written approval together with documentation establishing with reasonable certainty that (i) the antenna will not cause the Tower load capacity to be exceeded; and (ii) the antenna will not cause interference with existing or future anticipated equipment on the Tower. For purposes of this paragraph, the School Board's Senior Broadcast Logistics Engineer shall be authorized to approve or reject all plans and specifications and other documentation provided by the County on behalf of the School Board, without further approval of the School Board. The County shall provide appropriate insurance, as required by the School Board, during the time the antenna is located on the Towers. The County shall operate the antenna in full compliance with Federal Communications Commission requirements and shall not interfere with the communications configurations, frequencies or operating equipment which exists on the Tower or is added in the future. If the School Board reasonably determines that the County's operation of the antenna is causing interference or undesirable effects on the operations by the School Board (or other existing party authorized by the School Board to so operate) on other frequencies or other spectrum, or if a third party complains of interference from the County's antenna, then the County shall immediately discontinue its use of the antenna until such time as the parties mutually agree on technical or other solutions that will eliminate the interference. The installation of the antenna and all regular maintenance and repair of the antenna by the County or its agents shall be coordinated with the School Board's Senior Broadcast Logistics Engineer providing a minimum of thirty (30) days prior written notice. Notice of any emergency maintenance or repairs of the antenna by the County shall be given to the Senior Broadcast Logistics Engineer as soon as practical. The County shall ensure that the Tower is safe and secured at all times that the County is performing work and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

and staff of the School Board. Access to the Tower shall be provided to the County at all reasonable times and coordinated with the School Board's Senior Broadcast Logistics Engineer.

The School Board agrees to provide the County 180 days notice in the event that either:

- a) The specific location of the antenna on any Tower needs to be changed
- OR
- b) The antenna needs to be removed from the Tower

The County shall use a contractor for installing, repairing and maintaining the antenna ("County Contractor") that is acceptable to the School Board's Senior Broadcast Logistics Engineer, in his reasonable discretion.

Section 3 Location Subject to Agreement

The terms of this Agreement shall apply to the communications Towers located at the School Board's Channel T.E.N. facility, 505 South Congress Avenue, Boynton Beach, FL, the School Board's West Area Office located at 1901 N.W. 16th Street, Belle Glade, FL and any individual school where the School Board's Senior Broadcast Logistics Engineer deems agreeable. In the event that a tower on School Board property is owned by a third-party, the County shall be responsible for securing written authorization from the tower owner prior to and in addition to complying with the process set forth this Agreement.

Section 4 Term:

This Agreement shall have an initial term of five years and may be renewed, upon mutual consent of both parties, for four 5 year renewal terms.

Section 5 Indemnification

Without waiving the right to sovereign immunity in general and as provided by *§768.28 Florida Statutes*, both the School Board and the County acknowledges to be self-insured for General 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 Florida State Legislature. In the event that either the School Board or the County maintains third-party Commercial General Liability in lieu of exclusive reliance of self-

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

insurance under §768.28 Florida Statutes, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence waiver as amended by the Florida State Legislature. Both the School Board and the County agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the School Board and the County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the School Board and the County agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either the School Board or the County of its liability and obligations under this Agreement.

Additionally, the County shall provide or cause to be provided to the School Board the following proof of insurance coverages covering the County Contractor and naming the School Board as an additional insured, prior to the County Contractor performing any work on any School Board-owned property:

- A. **WORKERS' COMPENSATION:** County Contractor must comply with Chapter 440, F.S., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

- B. **COMMERCIAL GENERAL LIABILITY:** County Contractor shall procure and maintain, for the life of this Agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of work pursuant to this Agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** The County Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE**

NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

D. PROFESSIONAL LIABILITY: The County Contractor shall procure and maintain Professional Liability Insurance for the life of this Agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from the County Contractor's performance of work under this Agreement. The minimum limits of coverage shall be \$10,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the County Contractor.

This policy must be continued or tail coverage provided for two years after completion of this Agreement.

Section 6 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 who shall make a good faith effort to resolve the dispute. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed on behalf of each party hereto. Notwithstanding any provision of this Agreement to the contrary, the use of the School Board facilities by the County shall only amount to a license to use the School Board facilities on a non-exclusive basis. The parties agree that nothing in this Agreement shall be construed as granting the County any title, interest or estate in the School Board facilities. The School Board's property and facilities shall not be subject to liens arising from the County's use of the Tower, or exercise of the rights granted hereunder. Neither party is an agent or servant of the other. No

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. In the event the facilities are damaged by the County, the County shall promptly notify the School Board in writing of the damage and shall reimburse the School Board for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

Section 7 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: **School Board:** Dave McKinley, Senior Broadcast Logistics Engineer
505 South Congress Avenue
Boynton Beach, FL 33426

With a copies to: Palm Beach County School District
Planning and Real Estate Services Department
3300 Forest Hill Boulevard, Suite C-110
West Palm Beach, FL 33406

General Counsel
P.O. Box 19239
West Palm Beach, FL 33416

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

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

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 8 Entire Agreement

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

Section 9 Filing

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

Section 10 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 11 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 12 Binding Agreement

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

Section 13 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the respective governing bodies.

Section 14 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 15 Access and Audits

The School Board 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. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the City, 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 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.

The County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this Agreement. The County's employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

Section 16 Acceptance of Facilities

The School Board shall not be required to make any improvements or repairs to the Tower or associated School Board-owned facilities as a condition of use of the Tower by the County. The County shall accept the facilities in their "As Is", "Where Is" condition. The County acknowledges and agrees that that the School Board has not made any warranties or representations to the County regarding the facilities, including, but not limited to, any representations or warranties regarding the suitability of the facilities for use by the County.

Section 17 Termination

This Agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other party of its desire to terminate this Agreement.

Section 18 Waiver of Jury Trial

Each of the parties hereto hereby knowingly, voluntarily and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based here on, or arising out of, under or in connection with this agreement.

[SIGNATURES ON THE NEXT PAGE]

Agreement with Palm Beach County and the School Board of Palm Beach County

Re: Mounting antenna on School Board communications towers

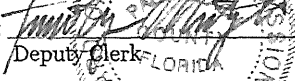
IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

R2013 0307 MAR 12 2013

SHARON R. BOGIC, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, by its Board of County Commissioners

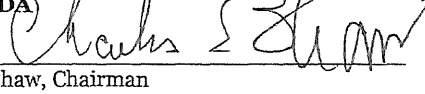
By:  Deputy Clerk

By: 
Chair **Steven L. Abrams, Mayor**

ATTEST:

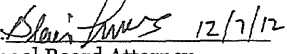
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

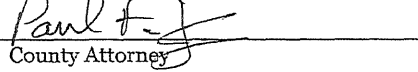
By:  E. Wayne Gent, Superintendent

By:  Chuck Shaw, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  12/7/12 School Board Attorney

By:  County Attorney

APPROVED AS TO TERMS AND CONDITIONS

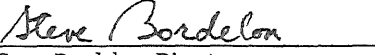
By:  Steve Bordelon, Director Information Systems Services

EXHIBIT A

Antenna Placement Request

1. **Date:** _____

2. **Tower Location:** _____

3. **Purpose:**

a. Digital Divide Program _____

b. Broadband Connectivity _____

4. **Detailed Description of the Project:**

5. **Antenna and Mounting Hardware Specifications:**

6. **Requested Tower Attachment Height:**

7. **Requestor Contact Information:**



Joseph A. Lazor, CGEIT, CISM, ITIL v⁽³⁾ F
Chief Executive Officer
Joseph.lazor@flrnet.org

June 18, 2020

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

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

Dear Mike,

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

As an Associate, Palm Beach County, shall be authorized to provide connectivity to the FLR network, through its fiber network to any of the municipalities incorporated within Palm Beach County or any other person or entity (hereinafter referred to as "Third Party Connections") which meet the criteria for non-equity participants in FLR. Such criteria being that a potential non-equity participant must meet one of the following condition: (i) the potential participant is an educational institution (i.e. private, non-profit educational institution, Florida public university, community college, for profit college, or public/private school; (ii) the potential participant is in collaboration with other FLR non-profit participants in support of research education or 21st century economy initiatives; (iii) the potential participant is teaming with an Equity Partner or Affiliate in research or 21st century economy initiatives; (iv) the potential participant facilitates connecting other State of Florida government entities that do not conflict with the purpose of FLR; (v) providing such service does not jeopardize FLR's not for profit status and have been approved by FLR.

Please accept this letter as authorization for Palm Beach County (an FLR Associate) to connect the The School Board of Palm Beach County FL to the FLR network.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joseph A. Lazor', is written over a faint, larger version of the signature.

Joseph A. Lazor
Chief Executive Officer
Florida LambdaRail