

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

**Meeting Date:** October 20, 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:

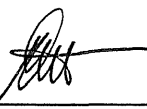
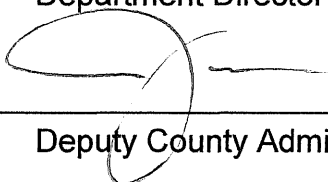
- A) **rescind** Interlocal Agreement R2013-0308.3;
- B) **approve** the replacement Interlocal Agreement providing updated contract terms for network services with the Town of Jupiter; and
- C) **authorize** the County Administrator or designee to approve and execute Task Orders for additional IT services, up to a maximum dollar value of \$50,000 per Task Order.

**Summary:** The Town of Jupiter has an existing Interlocal Agreement with Palm Beach County (R2013-0308.3) for network services. Staff recommends rescinding the existing Agreement and replacing it with a 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 Town of Jupiter. The Florida LambdaRail, LLC has approved connection of the Town of Jupiter to the Florida LambdaRail network. District 1 (DB)

**Background and Justification:** This Interlocal Agreement provides the Town of Jupiter updated contract terms for network services.

**Attachments:**

- 1. Interlocal Agreement with the Town of Jupiter (3 originals)
- 2. Copy of Interlocal Agreement R2013-0308.3, dated March 12, 2012
- 3. Agreement with Florida LambdaRail LLC for the connection of the Town of Jupiter to the Florida LambdaRail network

Recommended by:	 <hr/> Department Director	9/23/2020 <hr/> Date
Approved by:	 <hr/> Deputy County Administrator	10/7/20 <hr/> Date



*Agreement with Palm Beach County and Town of Jupiter  
Re: Palm Beach County ISS Services*

**Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Jupiter (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreement for IT Services R2013-0308.3, dated March 12, 2013.

**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 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 LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT 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**, in recognizing these facts, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

*Agreement with Palm Beach County and Town of Jupiter*  
*Re: Palm Beach County ISS Services*

**Section 2     Approval**

The COUNTY approves of the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT 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 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 LOCAL GOVERNMENT 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' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

*Agreement with Palm Beach County and Town of Jupiter*

*Re: Palm Beach County ISS Services*

**Section 7     Indemnification and Hold Harmless**

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. 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 LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

**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:

*Agreement with Palm Beach County and Town of Jupiter*  
*Re: Palm Beach County ISS Services*

To: Town of Jupiter  
Matt Benoit, Town Manager  
210 Military Trail  
Jupiter, FL 33458  
(Telephone: 561-741-2214)

With a copy to: Thomas J. Baird, Town Attorney  
210 Military Trail  
Jupiter, FL 33458  
(Telephone: 561-741-2214)

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, 8<sup>th</sup> 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.

**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.

*Agreement with Palm Beach County and Town of Jupiter*

*Re: Palm Beach County ISS Services*

**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., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A.    Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
  
- B.    Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
  
- C.    Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.

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- D. Upon completion of the Agreement the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**



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*Re: Palm Beach County ISS Services*

**Section 16    Access and Audits**

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) 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 any of the LOCAL GOVERNMENT'S places of business.

**Section 17    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 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 LOCAL GOVERNMENT, 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    Regulations, Licensing Requirements**

The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 19    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.

*Agreement with Palm Beach County and Town of Jupiter*  
*Re: Palm Beach County ISS Services*

**Section 20**    **No Agency**

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

**Section 21**    **No Assignability**

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

**Section 22**    **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.

**Section 23**    **Waiver**

If the COUNTY 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 the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**Section 24**    **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.

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**Section 25 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 26 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 27 Scrutinized Companies**

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

**When agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of

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**Section 28    Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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*Re: Palm Beach County ISS Services*

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT 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

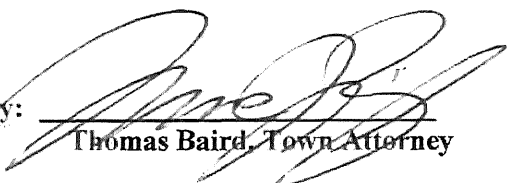
By:  \_\_\_\_\_  
Archie Satchell, CIO, ISS

Town of Jupiter

By:   
for Sally M. Boylan, Town Clerk

By:  \_\_\_\_\_  
Todd R. Wodraska, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Thomas Baird, Town Attorney

*Agreement with Palm Beach County and Town of Jupiter*  
*Re: Palm Beach County Network Services*

**EXHIBIT A**

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT 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 October 21, 2008.

**Section A: General Requirements for Network Services**

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

The COUNTY shall provide the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.

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Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "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 LOCAL GOVERNMENT'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 LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, 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 LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. 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 LOCAL GOVERNMENT 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.

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

**Section E: Modifications to Network**

If the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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.



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**Section F: Network Interferences**

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT network router connection;

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If necessary, security may shut down the LOCAL GOVERNMENT'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. LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
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;

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

8. requesting changes in network equipment attachments services;  
Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT's site.  
The LOCAL GOVERNMENT 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.

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**Section J: Availability of COUNTY Network Services**

The COUNTY will provide the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT'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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT 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

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business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized 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 LOCAL GOVERNMENT 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](mailto:jlink@pbcgov.org)

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

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

**LOCAL GOVERNMENT Information Services**

Mike Dean, Network Administrator  
561-741-2450 (office)  
561-310-8116 (cell)  
[miked@jupiter.fl.us](mailto:miked@jupiter.fl.us)

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Karl Craig, Director  
561-741-2351 (office)  
561-346-4833 (cell)  
[karlc@jupiter.fl.us](mailto:karlc@jupiter.fl.us)

**Section N: Fees and Charges for Network Connectivity and Related 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 LOCAL GOVERNMENT's building. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT quarterly.

<b>LOCAL GOVERNMENT Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Annual Charges (excl. Install)</b>
210 Military Trail Jupiter, FL 33458	3/09	50 Mb	\$0	\$150	\$50	\$3,000
<b>TOTALS</b>			<b>\$0</b>	<b>\$150</b>	<b>\$50</b>	<b>\$3,000</b>

**Explanation of Charges:**

**Installation Charges** – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT 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.

**Monthly COUNTY Charges** – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.

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

**Annual Charges** – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.

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

**N1. Cost Components**

The monthly FLR fee identified above includes direct costs incurred by the COUNTY to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change and the County receives notice of that change, the COUNTY agrees to review the financial impact and make appropriate rate adjustments.

**N2. Billing and Payment**

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

**Section O: Additional IT Services**

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 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 LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT 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.



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

Task Order #:

Original Agreement #:

Organization requesting services: Town of Jupiter

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

TOWN OF JUPITER

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
Name / Title



*Agreement with Palm Beach County and the Town of Jupiter*

*Re: Palm Beach County ISS Services*

R2013 0308.3

**Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of MAR 12 2013, 2013, by and between the Town of Jupiter, a municipal corporation of the state of Florida ("Municipality") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement amends and replaces Interlocal Agreement R2008-1938, dated 10/21/2008, and the First Amendment R2012-1140, dated 08/14/2012, both of which were previously entered into between the Municipality and County.

**WITNESSES THAT:**

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," (the Act) 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 to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act 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 Municipality and the County recognize the need for the Municipality to obtain IT services and to access IT resources at a cost savings because the County is able to leverage its resources for the greater good of citizen's of Palm Beach County, the State of Florida, and other public sector organizations ; and

**WHEREAS**, the Municipality and the County desire to enter into such an agreement which provides for the joint use of IT services and assets 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 memorialize the basis upon which the County will provide IT services to the Municipality.

**Section 2 Approval**

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

**Section 3 Services to be Provided**

The attached Exhibit A which is made a part hereof, delineates the services to be provided by the County to the Municipality through the County's Information Systems Services (ISS) Department. Exhibit A also identifies the roles and responsibilities of ISS and the Municipality sets forth an issue communication, escalation and resolution process, and establishes the methodologies for the County's billing and the Municipality's payment of 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 unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

**Section 5 Resale of IT Services**

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

**Section 6 Termination for Convenience**

*Agreement with Palm Beach County and the Town of Jupiter*  
*Re: Palm Beach County ISS Services*

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**

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

**Section 8    Insurance**

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

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

The Municipality agrees to maintain its Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

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

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

**Section 9 Damage Caused by Disasters**

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

**Section 10 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:                      Town of Jupiter  
                              Andrew D. Lukasik, Town Manager  
                              210 Military Trail

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*Re: Palm Beach County ISS Services*

Jupiter, FL 33458  
(Telephone: 561-741-2214)

With a copy to: Thomas J. Baird, Town Attorney  
210 Military Trail  
Jupiter, FL 33458

To: COUNTY: Robert Weisman, County Administrator  
c/o Steve Bordelon, Information Systems Services Director  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

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

**Section 12 Entire Agreement**

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

**Section 13 Filing**

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

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

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

**Section 18 Nondiscrimination**

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

**Section 19 Access and Audits**

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

**Section 20 Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County

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

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

(The rest of this page is intentionally left blank)

Agreement with Palm Beach County and the Town of Jupiter

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

R2013 03 08 3  
Palm Beach County, by its Board of County Commissioners MAR 12 2013

By:  Deputy Clerk

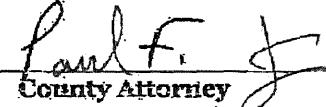
By: 

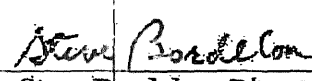
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

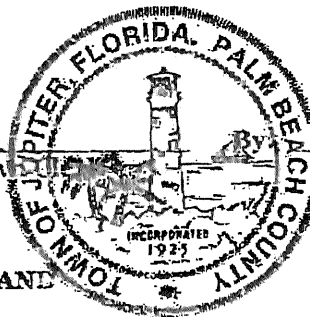
By:  County Attorney

By:  Steve Bordelon, Director, ISS

Town of Jupiter

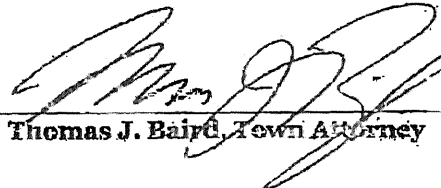
ATTEST:

By:  Sally M. Boylan, Town Clerk



By:  Karen J. Colanka, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  Thomas J. Baird, Town Attorney



## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES**

This Exhibit delineates the network services to be provided to the Town of Jupiter ("Municipality") by Palm Beach County (County) through its Information Systems Services Department (ISS). This Exhibit establishes the roles and responsibilities of the County's ISS Department, a problem resolution and issue escalation procedure, and specifies the costs and payment requirements.

#### **Section A: General Requirements for Network Services**

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

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

#### **Section B: Responsibilities for Network Management**

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

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

ISS shall monitor bandwidth utilization on any network link between the County and the Municipality.

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Should ISS perform repair and maintenance functions on behalf of the Municipality, it is with the understanding that ISS's responsibility extends only to the Municipality "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 Municipality's buildings or facilities connected to the County network. ISS shall be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Municipality's demarcation point(s). Entrance facilities at the Municipality's owned locations from the road to demarcation point belong to the Municipality, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by ISS 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 ISS routers installed at the Municipality. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Municipality or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to a written amendment to this Agreement permitting ISS to perform maintenance or restoration on Municipality owned electronics or other equipment.

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

**Section C: Network Equipment Ownership**

The County, as represented by ISS, shall own all of its network equipment and assets. The Municipality shall continue to maintain ownership of its current network assets. Only ISS 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 ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.

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

**Section D: Network Connection**

The Municipality shall be provided with a connection to the County fiber network to meet the network service requirements as specified herein. The Municipality shall pay the installation charges and monthly charges as set forth herein.

**Section E: Modifications to Network**

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

ISS shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Municipality and ISS. ISS agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Municipality or ISS enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be 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 shall be communicated in writing to ISS for its review and approval. The parties agree to comply with network security provisions.

**Section E: Network Interferences**

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Municipality. However, should any equipment owned by the Municipality render any harmful interference to the County's network equipment, ISS may disconnect any or all Municipality owned network connections after informing the Municipality's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. ISS's immediate efforts shall focus on attempting to resolve or remove the threat conditions. ISS 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 Municipality or the County, the party owning the cable shall determine if it 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, And that ISS 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 shall be responsible for protecting its own applications, databases, and servers. Each party, however, shall be entitled to review the other party's security procedures and promptly notify the other party of any concerns or issues regarding the same.

**Section I: Description of Services**

**A. Baseline services from the County through ISS includes:**

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

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

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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 ISS's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment;
11. disaster recovery protection, system reliability, and stability during power outages;
12. design and construct the fiber optic cable, consisting of ninety-six (96) strands of single-mode fiber within the conduit.
13. manage the construction contractor and all permitting.
14. assign to the Municipality the conduit, pull boxes, ninety (90) strands of single-mode fiber, and other assets identified on Attachment 1: PCS Quote;
15. assign to the Municipality six (6) strands of the County's existing fiber along Indiantown Rd. between Island Way and the Jupiter Municipal complex; and
16. maintain all rights to the remaining six (6) strands of fiber, and all associated infrastructure from Jupiter Park Drive to ENCON, and all infrastructures on Indiantown Rd that currently belongs to the COUNTY.

**B. Municipality 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 Municipality owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

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

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 Municipality shall ensure that its security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Municipality's network property.

8. requesting changes in network equipment attachments services;

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

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

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to seven 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 Municipality's site.

The Municipality 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

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11. promptly paying for ISS's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.
12. Compensate the County \$46,594.30 for the construction of that portion of the fiber between Indiantown Road and Jupiter Park Drive. (Attachment 1: PCS Quote). The actual final cost for this installation shall be billed as a one-time invoice based on the actual billing statement from the vendor for this work.
13. This amount will be remitted upon completion of the construction and turnover of the asset from the County to the Town.

**Section J: Availability of County Network Services**

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

In the event that Network availability is documented by ISS and declared by the Municipality to be less than 99.9% for two (2) consecutive months, the Municipality 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 shall be calculated on a pro-rata basis.

**Section K: Protocol for Reporting Network Service Problems**

All service issues should first be reported to the Municipality's IT support staff. If the Municipality's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the ISS Network Operations Center at 561-355-HELP (4357). All service problems reported by the Municipality shall be recorded and tracked in ISS's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Municipality is within one hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

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**Section L: Access for Network Service and Maintenance**

ISS shall coordinate with and obtain prior written approval from the Municipality as to the time of any planned maintenance, repair, or installation work. The Municipality shall provide ISS with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, ISS shall ensure that all ISS personnel or contractors representing ISS sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, ISS's representative shall call the Municipality to report any emergency that requires access to any Municipality owned facility. The Municipality shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

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

ISS represents that it has verified that neither ISS 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 Municipality 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)



**Municipality Information Services**

Sandy Proesch, Network Administrator  
561-741-2430 (office)  
561-310-8116 (cell)

Drew Burgess, Assistance Director  
561-741-2385 (office)  
561-909-7132 (cell)

Melinda Miller, Director  
561-741-2351 (office)  
561-346-4833 (cell)

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

ISS shall serve as the project manager and incur all costs associated with the installation and connection of the network and network equipment at the Municipality's building. The Municipality is responsible for reimbursement to ISS 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 ISS will invoice the Municipality quarterly.

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<b>Municipality Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
210 Military Trail Jupiter, FL. 33458	3/2009	Usage	n/a	\$600	\$100	\$8,400
Collaboration on fiber network	8/2012	n/a	\$46,594.30	n/a	n/a	n/a
<b>TOTALS</b>	<b>3/2009</b>	<b>Usage</b>	<b>\$46,594.30</b>	<b>\$600</b>	<b>\$100</b>	<b>\$8,400</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – All installation charges have been paid in full.</p> <p><u>Monthly County Charges</u> – Monthly Flat Fee of \$600.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Municipality to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Municipality (see <b>Sub-section N1. - Cost Components</b> below).</p> <p><u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Municipality.</p>						

ISS has received approvals from the FLR for the Municipality to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

**N1. Cost Components**

The monthly FLR fee identified hereinabove includes direct costs incurred by ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments.

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Municipality which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment shall be made in accordance with the Florida Local Government Prompt Payment Act, as amended.

**Section O: Additional IT Services**

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Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Municipality 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 Municipality is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Municipality. The Municipality agrees to fully reimburse ISS for all costs associated with the rendering of ISS 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**

ISS 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.