

Agreement with Palm Beach County and City of Pahokee

Re: Palm Beach County OTI Services

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2026, by and between City of Pahokee (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

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 through Exhibit D.

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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 through Exhibit D.

Section 3 Exhibits

The attached Exhibit A through Exhibit D made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Office of Technology and Innovation (OTI) 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 through Exhibit D, 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.

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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:

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To: City Manager
Brenda L. Bryant
207 Begonia Drive
Pahokee, FL 33476
(Telephone: 561-985-6032)

With a copy to: City Attorney
Burnadette Norris-Weeks, Esq,
The Law Office of Burnadette Norris-Weeks, P.A.
401 North Avenue of The Arts
Fort Lauderdale, Florida 33311
(Telephone: 954-768-9770)

To: **COUNTY:** County Administrator
c/o Michael Butler, Office of Technology & Innovation, Deputy 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.

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

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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, 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

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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.

- 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@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

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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.

Section 20 No Agency

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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.

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

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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 Agreement renewal, if applicable.

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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Section 29 Counterparts

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. LOCAL GOVERNMENT shall execute by manual means only, unless the COUNTY provides otherwise.

Section 30 E-Verify – Employment Eligibility

LOCAL GOVERNMENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, LOCAL GOVERNMENT shall register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers. COUNTY shall terminate this Contract if it has a good faith belief that LOCAL GOVERNMENT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

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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:

PALM BEACH COUNTY

**Michael A. Caruso,
Clerk & Comptroller**

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Michael Butler, Deputy CIO, OTI

CITY OF PAHOKEE

By: _____
Nylene Clarke, City Clerk

By: _____
Keith W. Babb, Jr., Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Burnadette Norris-Weeks, P.A., City Attorney

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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.

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.

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

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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 OTI 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):

- 9 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.

- 9 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 OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

Al Alvarez, Director of Network Services
561-355-4982 (office)
561-308-1306 (cell)
aaalvarez@pbc.gov

Michael Butler, Deputy Chief Information Officer
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Brenda L. Bryant, City Manager
561-985-6032 (office)
561-905-7944 (cell)

Escalation Secondary Contact

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Thanahjha Jefferson, Executive Assistant
561-924-5534 | Ext: 2013 (office)
561-985-1668 (cell)

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.

LOCAL GOVERNMENT Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Annual Charges (excl. Install)
City Hall 207 Begonia Dr		50Mb	\$0	\$150	\$50	\$2,400
Parks & Rec 360 East Main St		50Mb	\$0	\$150	\$0	\$1,800
Public Works 171 North Lake Ave		50Mb	\$0	\$150	\$0	\$1,800
Marina 190 North Lake Ave		50Mb	\$0	\$150	\$0	\$1,800
TOTALS			\$0	\$600	\$50	\$7,800
<u>Explanation of Charges:</u> <u>Installation Charges</u> – 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. <u>Monthly County Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services. <u>Monthly Florida LambdaRail (FLR) Charges</u> – 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).						

Agreement with Palm Beach County and City of Pahokee

Re: Palm Beach County Network Services

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

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: 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.

Section P: Additional IT Services

Upon request for assistance, the OTI 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

Agreement with Palm Beach County and City of Pahokee

Re: Palm Beach County Network Services

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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County OTI Basic Telephone Services

EXHIBIT B

The purpose of this Exhibit is to delineate the basic telephone 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.

Section A: Description of Basic Telephone Services

The COUNTY Basic Telephone Service provides LOCAL GOVERNMENT with telephone handsets and dial tone. It includes the following features:

1. Caller ID - display of the caller's phone number on the recipient's phone device before the call is answered.
2. Call Forwarding – enables users to forward or redirect incoming calls to any alternate number, which may be either a landline or cellular number. Users have the option to send incoming calls to voicemail.
3. Call Transfer – a feature that allows users to transfer calls to other extensions. It can be either a blind transfer where the call is transferred without introduction or a warn transfer where the call is transferred after speaking to the recipient.
4. Broadcast Groups – allows paging over telephones.
5. Call Park and Retrieve – allows users to put a call on hold at one telephone set and continue the conversation from another telephone set.
6. Music on Hold – the practice of playing recorded music to fill the silence that would be heard by telephone callers who have been placed on hold.
7. Voice Mail – allows users to leave a voice message and provides a method of storing voice messages electronically for later retrieval by the intended individual.
8. Auto-Attendant – voice menu system that allows callers to be transferred to an extension without going through a telephone operator or receptionist.
9. Hunting / Groups – allows a number of people in a group to take incoming calls.
10. Toll Restrictions – 900 numbers and international calls blocked at switch level. These can be provided upon specific request.
11. FaxCore – integrates faxing with VoIP.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County OTI Basic Telephone Services

Section B: Protocol for Reporting Basic Telephone 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 the basic telephone service, 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 C: Access for Basic Telephone 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 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.

*Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County OTI Basic Telephone Services*

Section D: Issue Escalation Contacts

Palm Beach County OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

Al Alvarez, Director of Network Services
561-355-4982 (office)
561-308-1306 (cell)
aaalvarez@pbc.gov

Michael Butler, Deputy Chief Information Officer
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Brenda L. Bryant, City Manager
561-985-6032 (office)
561-905-7944 (cell)

Escalation Secondary Contact

Thanahjha Jefferson, Executive Assistant
561-924-5534 | Ext: 2013 (office)
561-985-1668 (cell)

Section E: Fees and Charges for Basic Telephone Services

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT that shall include a reference to this Agreement for the basic telephone services as listed and described in the table below, and identify the amount due and payable to the COUNTY.

LOCAL GOVERNMENT Basic Telephone Services and Billing Matrix

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County OTI Basic Telephone Services

Location	Service Start Date	Installation Charges	Number of Handsets	Monthly County Charges	Annual Charges (excl. Install)
City Hall 207 Begonia Dr		\$0	13	\$130	\$1,560
Parks & Rec 360 East Main St		\$0	8	\$80	\$960
Public Works 171 North Lake Ave		\$0	6	\$60	\$720
Marina 190 North Lake Ave		\$0	2	\$20	\$240
Total		\$0	29	\$290	\$3,480

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 Basic Telephone Services.

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

Section F: 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.

Section G: Additional IT Services

Upon request for assistance, the OTI 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

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County OTI Basic Telephone Services

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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

EXHIBIT C

The purpose of this Exhibit is to delineate the wireless network equipment 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.

Section A: General Requirements for Wireless Network Equipment Services

Wireless network equipment services must be approved by both the COUNTY and the LOCAL GOVERNMENT; and must meet the agreed-upon technical specifications.

Section B: Responsibilities for Wireless Network Management

The COUNTY shall install the wireless network equipment in the LOCAL GOVERNMENT facility, and will be responsible for the routine day-to-day management of the equipment.

The COUNTY will maintain all wireless network equipment that serves the LOCAL GOVERNMENT from the demarcation point of the LOCAL GOVERNMENT's Internet Service Provider (ISP) fiber network connection. Maintenance and restoration work provided by the COUNTY shall be limited to electronics or other equipment owned by the COUNTY.

The COUNTY shall provide maintenance to the 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 shall own all of the wireless network equipment and assets installed in LOCAL GOVERNMENT facility. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its design and installation of the wireless network components. Furthermore, any and all technological changes relative to the wireless network will be implemented at the discretion

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

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

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the wireless 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 shall be expected to provide for the fiber network connection to the facility to meet the COUNTY wireless network service requirements and will be responsible for all payments to their Internet Service Provider.

Section E: Network Interferences

The COUNTY shall procure, install, operate and maintain wireless networking equipment on the premises of the LOCAL GOVERNMENT. Should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's wireless network equipment, The COUNTY may disconnect any or all LOCAL GOVERNMENT devices after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action. The COUNTY will utilize its best efforts to prevent any unanticipated wireless network outages should interferences be noted.

Section F: 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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

Section G: Description of Services

A. Baseline services from the COUNTY will include:

1. wireless network design;
2. acquisition and management of wireless network assets;
3. wireless network equipment installation and maintenance;
4. network security on the LOCAL GOVERNMENT side of the demarcation point;
5. monitoring of wireless network performance;
6. trouble reporting and tracking; and
7. 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. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;
3. requesting changes in wireless network services;
4. promptly paying for the COUNTY's charges which will be invoiced quarterly.

Section I: Protocol for Reporting Network Equipment 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 the wireless network equipment rather than a problem with the LOCAL GOVERNMENT's Internet Service Provider (ISP), 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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

Section J: Access for Wireless Network Equipment 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 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 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.

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 K: Issue Escalation Contacts

Palm Beach County OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbc.gov

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561-355-4601 (office)
561-722-0850 (cell)

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Brenda L. Bryant, City Manager
561-985-6032 (office)
561-905-7944 (cell)

Escalation Secondary Contact

Thanahjha Jefferson, Executive Assistant
561-924-5534 | Ext: 2013 (office)
561-985-1668 (cell)

Section L: Fees and Charges for Network Equipment and Related Services

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the wireless 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.

LOCAL GOVERNMENT Wireless Services and Billing Matrix					
Location	Service Start Date	Number of Wireless Nodes	Installation Charges	Monthly County Charges	Annual Charges (excl. Install)
City Hall 207 Begonia Dr		2	\$0	\$30	\$360
Parks & Rec 360 East Main St		3	\$0	\$45	\$540
Public Works 171 North Lake Ave		2	\$0	\$30	\$360
Marina 190 North Lake Ave		1	\$0	\$15	\$180
TOTALS		7	\$0	\$120	\$1,440
<u>Explanation of Charges:</u> <u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be					

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Wireless Network Equipment Services

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 Wireless Network Equipment Services.

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

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 M: Additional IT Services

Upon request for assistance, the OTI 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 N: 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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

EXHIBIT D

The purpose of this Exhibit is to delineate the hosting 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.

Section A: General Requirements for Hosting Services

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

Section B: Description of Services

A. Baseline services from the COUNTY for Hosting Services will include:

1. ongoing maintenance of OTI server and SAN equipment in the COUNTY infrastructure;
2. physical system security on the OTI server and SAN equipment providing Server Hosting services to LOCAL GOVERNMENT;
3. server and SAN design;
4. acquisition and management of server and SAN assets;
5. acquisition and ownership of operating system and database licenses for all hardware providing Server Hosting services to LOCAL GOVERNMENT;
6. server and SAN equipment maintenance;
7. server and SAN security on OTI side of demarcation point;
8. monitoring of server and SAN performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the Server Hosting infrastructure, including air conditioning, power conditioning, and UPS equipment; and

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

11. disaster recovery protection, system reliability, and stability during power outages.

B. LOCAL GOVERNMENT Responsibilities will include:

1. acquiring licenses for all third-party software outside of the operation system and database software within part A above;
2. scheduling service-related or special service requests in advance;
3. adhering to pre-defined maintenance schedule for operating system maintenance services;
4. providing OTI with minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours Monday – Friday, 8:00am to 5:00pm;
5. assuring that the COUNTY system will not be compromised via the application layer of the computing environment. If any COUNTY system is compromised via the application layer, OTI will disconnect the server producing the compromised position, after informing LOCAL GOVERNMENT's designated Point of Contact (POC) with reasonable advanced notice, if appropriate. It is LOCAL GOVERNMENT's responsibility to address both the compromised system as well as the associated service outage.

Section C: Server Hosting Design

The proposed system will be housed within the COUNTY's Data Center. The system is designed with full redundancy throughout the entire structure.

The COUNTY will provide the LOCAL GOVERNMENT with architectural design documents through secure means.

System responsibilities will be shared with OTI providing full system administration services along with continuous monitoring and 7 by 24 on-call support. LOCAL GOVERNMENT shall be responsible for application administration.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

Section D: Disaster Recovery

In order to provide resiliency for LOCAL GOVERNMENT's applications, a Disaster Recovery (DR) site will be operated outside the local area.

The COUNTY will provide the LOCAL GOVERNMENT with architectural design documents through secure means.

Section E: Availability of Hosting Services

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY's hosting services as provided herein. 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 hosting services 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 F: Protocol for Reporting Hosting Services 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 hosting services (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

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

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 G: Threshold Criteria for Service Level Priorities

Priority Level	Service or Component	Status
1	Web Server	Down
1	Database Server	Down
1	Universal Site Application	Down
2	Application at Specific Site	Not Responding
3	Web Server and/or Database Server	Responding Slow
3	Server Backup Software	Down

Section H: Response Notification Levels

Based upon the defined priority levels in Section I, the table below reflects the OTI response time. OTI maintains a 24/7 production environment and the Network Operations Center is staffed during the entire time period to document problems and contact support staff.

Priority Level	Response Type	OTI Notification
1	Immediate	24/7
2	Job Queue / High Priority	24/7
3	Job Queue / High Priority	Normal OTI Business Hours (M – F, 7:00am to 6:00pm)

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

Section I: Access for Hosting Services and Maintenance

Each party shall coordinate with the other party and obtain prior written approval from appropriate party designee as to the time of any planned maintenance, repair, or installation work. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY are authorized to access LOCAL GOVERNMENT hosting services. On weekends, holidays, or after normal business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT hosting services. The LOCAL GOVERNMENT shall make reasonable efforts to confirm access of the COUNTY's personnel as quickly as possible.

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 hosting services under the Agreement.

Section J: Confidentiality

Subject to the provisions of the Florida Statutes governing public records, the COUNTY agrees that it shall treat all personal information and other records that reside in any of the hosted databases provided by LOCAL GOVERNMENT as confidential information and, except as required by law, will not transmit or distribute any such data or information, reports or other like output covered under this Agreement to any other party without the prior written consent of LOCAL GOVERNMENT providing such data to the COUNTY, with the COUNTY acknowledging such consent may be withheld at LOCAL GOVERNMENT's sole discretion. Additionally, subject to Section N of this Agreement, upon termination of this Agreement, the COUNTY agrees to purge or erase all such information from all databases within thirty (30) days following termination of this Agreement. The COUNTY agrees it shall maintain security and privacy of all data entered into the hosted databases in accordance with applicable Federal and Florida Statutes and Regulations.

Upon termination of this Agreement, the COUNTY shall provide all data to LOCAL GOVERNMENT in an agreed upon electronic format at no additional fee unless LOCAL GOVERNMENT provides written notice that it does not want to receive such information. The

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

COUNTY shall also provide, within said thirty (30) day period, data residing in hosted databases provided LOCAL GOVERNMENT notifies the COUNTY in writing at least twenty (20) days prior to termination of LOCAL GOVERNMENT's desire to obtain such data; any fee providing such shall not exceed \$60.00.

The COUNTY agrees that all information communicated to the COUNTY by LOCAL GOVERNMENT with respect to the hosted applications will be held in confidence, except when material has been made public by LOCAL GOVERNMENT, or is public record pursuant to the Florida Public Record Law and not subject to an exemption there under. The COUNTY has been provided by LOCAL GOVERNMENT with a copy of Section 817.5681, Florida Statutes. Any information or material, regardless of form, furnished by LOCAL GOVERNMENT for the COUNTY's use, remains the sole property of LOCAL GOVERNMENT.

Section K: Issue Escalation Contacts

Palm Beach County OTI

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

April Warren, Senior Manager
561-355-6777 (office)
561-358-5783 (cell)
amwarren@pbcgov.org

Santhosh Samuel, Director of Platform Services
561-355-6268 (office)
772 262-5245 (cell)
ssamuel@pbcgov.org

Michael Butler, Deputy Chief Information Officer
561-355-4601 (office)
561-722-0850 (cell)
mbutler@pbc.gov

LOCAL GOVERNMENT Information Services

Hours of Operation: M-F, 8am to 5pm.

Brenda L. Bryant, City Manager
561-985-6032 (office)
561-905-7944 (cell)

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

Escalation Secondary Contact

Thanahjha Jefferson, Executive Assistant
561-924-5534 | Ext: 2013 (office)
561-985-1668 (cell)

Section L: Fees and Charges for Hosting Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the COUNTY's hosting services provided to the LOCAL GOVERNMENT.

The COUNTY will serve as project manager and incur all costs associated with the installation of hosting equipment. 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.

LOCAL GOVERNMENT Hosting Services and Billing Matrix						
Service Category	Service Start Date	Memory	Storage	Installation Charges	Monthly Charges	Annual Charges
Server Hosting – Production						
1 File Servers - Dual Processor Quad Core (\$0.25 per GB per month (min 500 GB))		32 Gb	2.5 Tb	\$0	\$625	\$7,500
Primary Data Storage – Production Data (\$0.10 per GB per month)		n/a	2.5 Tb	\$0	\$250	\$3,000
Backup Data Storage – Production Data (\$0.025 per GB per month)		n/a	2.5 Tb	\$0	\$62.50	\$750
Data Transport (\$0.05 per GB (over 1TB) per month)		n/a	2.5 Tb	\$0	\$75	\$900
TOTAL - PRODUCTION				\$0	\$1,012.50	\$12,150

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

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 \$125 per hour with a 3 hour minimum.

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

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

Disaster Recovery – Disaster recovery services are included as part of the server hosting charges.

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.

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 M: Additional IT Services

Upon request for assistance, the OTI Director may, at the Director'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 (Attachment 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.

Agreement with Palm Beach County and City of Pahokee
Re: Palm Beach County Server Hosting and Disaster Recovery

Section N: 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.