

*Inter-local Agreement Between Palm Beach County and School Board of Palm Beach County, Florida  
Re: Shared Use of the Palm Beach County Fiber Optic Network*

This Interlocal Agreement (the "Agreement") for the Shared Use of the Palm Beach County Wide Area Network is entered into this 22<sup>nd</sup> day of February 2007, by and between the School Board of Palm Beach County, Florida (the "School Board") and Palm Beach County (the "County"), and

WITNESSES THAT:

**WHEREAS**, the School Board and the County have recognized the need for the School Board to connect to the County's Wide Area Network ("Network") to provide facilities throughout Palm Beach County for purposes of transmitting voice, data, and video communications in a secure and reliable fashion; and

**WHEREAS**, each entity has demonstrated needs for this Network; and

**WHEREAS**, each entity has assets which can render the project cost-effective; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the School Board utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by County taxpayers; and

**WHEREAS**, Section 163.01, Florida Statutes, permits cities, counties, and School Boards to enter into interlocal agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

**WHEREAS**, the parties believe that additional advanced networking initiatives will come to fruition through the synergies of Palm Beach County government and the School Board working in unison; and

**WHEREAS**, in recognizing these facts, the School Board and the County desire to enter into such an agreement which provides for the joint use of such Network 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:

**AGREEMENT**

## **AGREEMENT**

### **Section 1    Purpose**

The purpose of this Agreement is to extend to the School Board a portion of the Network that can be utilized for the mutual benefit of the School Board and County, and possibly municipalities and other government entities in the future, for the transmission of digital communications more cost-effectively and/or access to new applications, which are not currently possible without the development of the Network.

Both agencies are supported by local tax dollars. As stewards of public funds, we are responsible for taking steps to control costs and maximize the potential use of technology in our respective organizations.

### **Section 2    Description of Assets and Services**

This agreement allows the School Board to connect to the County's Network via a fiber entrance, through a leased BellSouth line, or via the Internet. Typically the latter type of connection would be made through the School Board's broadband connection into the Internet coupled with Virtual Private Network (VPN) technology. Network connectivity can be provided either through a dedicated port on the wired Network or through wireless broadband capabilities.

The County, through its Information Systems Services (ISS) Department, has constructed and maintains a Wide Area Network that provides connectivity to a workforce housed in more than 100 separate structures spread throughout the geographic regions of the County. The Wide Area Network consists of privately owned fiber optic cable, leased network services from BellSouth, and the routers, switches, servers, firewall, and other accessories necessary to process and control the network traffic. The Network is capable of transporting data and other forms of electronic images, including voice and video.

The County's Wide Area Network utilizes a high speed Gigabit Ethernet backbone running over fiber optic cabling to central switching points called points of presence (POP). Individual facilities are connected to these core switching points with a variety of technologies, including Gigabit Ethernet over private optical fiber, frame relay, and ISDN.

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The fiber network is composed of more than 400 miles of 24 , 48 and 96 strand fiber runs. This robust bandwidth has a surplus of network capacity that can be shared with other governmental agencies, such as the School Board. Portions of the County's fiber network are installed above ground (attached to existing FP&L utility poles) and portions buried underground. Currently, the network bandwidth capacity, based on the Cisco products used, is at Multi-Gigabit speeds, varying from 1 to 10 Gbps. If future bandwidth increases are necessary, this could be achieved through the use of Dense Wavelength Division Multiplexing without adding any additional strands of fiber.

BellSouth, the County's local exchange carrier, provides a variety of leased network services, including many frame relay T-1 circuits and redundant fiber links (SmartRing) as set forth under the County's Master Service Agreement with BellSouth.

The County's network assets having a dollar value of \$1,000 or greater are catalogued in a fixed assets report. Substantial documentation of assets also exists in the form of maps, drawings, photographs, schematics, and narrative description. The School Board maintains similar records of its network assets.

The Network infrastructure supports a wide range of critical technology services as outlined below:

- Connectivity to enterprise and departmental applications (including mainframe, client-server, and web-based platforms);
- E-mail and calendaring tools;
- Multiple installations of Voice over Internet Protocol (VoIP) telephone systems;
- Video conferencing and video streaming capabilities;
- Interactive Voice Response (IVR) Systems;
- High-speed Internet service; and

- Disaster Recovery/Business Continuity programs.

Continuous monitoring of the network and attached devices is performed through Hewlett Packard's HPOpenView Network Node Manager which sends alerts to cell phones and remote devices. Highly qualified technical staff is available to respond to service issues on a 7X24X365 basis.

### **Section 3    Definitions**

**Act** – Part 1 of Chapter 163, Florida Statutes.

**Agencies** – Reference to both parties to the Agreement, i.e., the School Board and the County.

**Auxiliary Routes** – Those portions of the Network owned and utilized solely by either the School Board or the County.

**Demarcation Point** – Location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the School Board's buildings or facilities connected to the Palm Beach County Network. Palm Beach County ISS will be responsible for maintaining all network infrastructure to the point of the network equipment connection to the School Board's facilities. Entrance facilities at District locations from road to demarcation point belong to the School Board whereas the fiber within may belong to the County.

**Fiber Optics Network** – "Network" - The cable, associated fibers, and splice enclosures (including hubs, routers, and switches) comprising the Primary Route and Auxiliary Routes throughout Palm Beach County used by County government, the School Board and other third parties who enter into appropriate licensing agreements with the County.

**Information Systems Services or "ISS"** – the County Department responsible for managing the County enterprise wide area Network.

**Level of Service (LOS)** – The Network will be available 100% of the time in a given month, excluding scheduled maintenance. Maintenance schedules will be published in advance and provided to the School Board. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on servers. If unscheduled down time results in the network being available for less than 98% of the time over two consecutive months, the School Board will be credited for any payments made since the date of declaration of non-performance as set forth under Section 4.G. of this Agreement. The reimbursement amount will be calculated based on the percentage of points of network connection which were not serviceable in comparison to the total points of connection relative to the School Board. If payment has not been made for the period during in which the service disruption is experienced, the invoice for this period will be adjusted to eliminate the pro-rata share of the billing based on the percentage of network connection points which were not serviceable in comparison to the School Board’s total network connection points. A call to the ISS Help Desk will constitute the beginning of a declaration for a particular event.

**Primary Route** – That portion of the Network (the “core fiber backbone”) owned by the County and utilized by both the School Board and the County. The core backbone includes some network attached servers, ATM switches, high-speed routers, and the LAN switches on the County’s side of the Demarcation Point.

#### **Section 4    Network Administration**

The County will be responsible for the routine, day-to-day administration of the Primary Route Network. Each Agency, i.e., the School Board and the County, will be responsible for day-to day administration of the secondary Network routes which they individually own. Terms for accounting for expenditures and cost sharing are described in Section 9.

##### **A.    Reservation of County Rights**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the School Board. However, should any equipment owned by the School Board render any harmful interference to the County Network, ISS may disconnect any or all School Board connections [ISS] after informing the School Board’s designated Point of Contact of the underlying reasons for the planned action to disconnect the School Board facilities..

Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Network. ISS will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**B. Modifications to the Network**

Only the County will connect, expand, or otherwise routinely modify the Enterprise Network components, which are owned by the County. Furthermore, any and all technological changes relative to the Network will be implemented at the discretion of the County, based on an agreed upon schedule between the County and the School Board.

**C. Requests for Changes in Network Services**

The School Board may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or his/her designee for action. The School Board shall be advised of the disposition of the request within thirty calendar days of submission. Such requests shall include extension of network services to additional sites identified by the School Board. The School Board shall be responsible for all costs associated with requested changes to the network services as approved by the County.

**D. Appropriate Uses of the Network**

The School Board will maintain an organization-wide policy governing the appropriate use of the network and the Internet by the District's employees and students.

**E. Network Performance Monitoring**

The ISS Network Services Division will monitor bandwidth utilization on any link between the County and the School Board. The County will provide the School Board with access to the County's Network on a best-effort basis. The County is willing to share its network monitoring tools to provide the School Board's technical staff with the capability to monitor their portions of the Network, and to perform local trouble shooting routines prior to escalating the service issue to ISS.

**F. Protocol for Reporting Network Service Problems**

All service issues experienced by School Board employees and students should be reported to the School Board's IT support staff. If the School Board's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP. All service problems reported by the School Board will be recorded and tracked in the *Remedy* Help Desk System which is used by ISS to manage customer service calls.

**G. Access and Availability of the County Network**

The County will provide the School Board with access to the County's Network on a best-effort basis. The County's goal will be to provide 100% availability but cannot ensure 100% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the School Board.

In the event that network availability is documented by the County and declared by the School Board to be less than 98% for two (2) consecutive months, the School Board shall not be liable for service fees beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis as described under Section 3, (page 5).

**Section 5 Ownership of Network**

The County shall own the primary Network to the extent that it has contributed funding for the construction of the existing Wide Area Network. The School Board shall continue to maintain ownership of its current network assets. Both the School Board and the County shall publish a detailed listing of network assets as of the date of this agreement, including maps and drawings where appropriate. Each Agency shall maintain an ongoing record of its ownership interests in the Network in accordance with any and all applicable rules, regulations, laws or policies governing the custody and accountability of public assets.

## **Section 6    School Board Responsibilities and Duties**

It is understood and agreed that the School Board, at its expense, will provide the equipment and facilities at each School Board location as defined below:

- An environmentally stable and secure area large enough to accommodate a 19” wide rack with a height up to 7 feet. This area shall contain two dedicated 30 amp electrical circuits for providing power to the switching equipment.
- The air conditioning unit must deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the School Board’s site.
- The School Board will provide the ability for the County to access its equipment on a 24-hour/7 day per week basis. The County will supply the School Board with a list of authorized ISS employees who will carry in their possession badges for identification purposes. During normal school hours, County shall be responsible to ensure that all ISS personnel or contractors representing County shall sign in at the school’s main office prior to commencing any work and shall sign out at the school’s main office prior to leaving campus, unless prior written exception has been granted by the school’s principal.
- On weekends, holidays or after normal school hours when the school is not open, County’s personnel and contractors shall call the Department of School Police (561) 434-8700 (24/7) to report any emergency that requires access to any School Board facility. The School Board shall make reasonable efforts to arrange for access of County’s personnel as quickly as possible.
- All individuals who are permitted access on school grounds when students are present must be fingerprinted and background checked. All of County’s and County’s contractor’s employees, agents, contractors and subcontractors must undergo a background check and fingerprinting if he/she is an individual who meets the above condition including fingerprinting by the School District’s Police Department. No employee, agent, contractor or subcontractor of County shall access the school grounds under this Agreement until County receives notice of clearance by the School District.



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The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of any of County's or County's contractor's respective employees, agents, contractors and subcontractors (or discontinuation of County's or County's respective contractor's employee's, agent's, contractor's and subcontractor's services) on the basis of these compliance obligations. County agrees that neither the County or County's contractors, nor any of their respective employees, agents or representatives who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will have access to school grounds under the Agreement.

- County shall coordinate with the School Board's designee, Michael Kugele (Phone Number 561-434-8863 and obtain the prior written approval from School Board's designee as to the time of any maintenance, repair or installation work.
- The School Board shall install network security hardware and software as specified by the County if the School Board network is capable of an interface with the County Network, to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The School Board will modify and enhance security procedures, hardware, and software as required by the County or partition the County Network, to the satisfaction of the County ISS Department to prevent access to the County Network. The School Board shall implement any such new security procedures required within 30 days.

**Section 7 Planning for Future Expansion of the Network**

The County and the School Board shall jointly plan future expansion projects involving network wire line and wireless connectivity. Network expansion plans must take into full account the present and future bandwidth requirements of the connected agencies. If the expansion is undertaken solely for the benefit of a single Agency, that Agency will be responsible for funding the related capital expenditures. If the expansion benefits both the School Board and the County, the expansion costs will be jointly funded in accordance with Section 9 of this Agreement. The cost of any network facilities funded by the School Board will not be included in the cost pools which are used by the County to calculate the allocations of operating and capital costs applicable to the School Board.

**Section 8    Network Use**

The School Board will be provided sufficient bandwidth capacity to meet its data, voice, and video processing needs. Necessary upgrades to network bandwidth will be evaluated and determined following any request by the School District to consider such upgrades.

Additionally, the County [ISS] may serve as the School Board's Internet Service Provider under the terms of this Agreement. In return, the School Board will contribute funding to pay for its pro-rata share of the operating and capital costs associated with the Network in accordance with the provisions of Section 9.

**Section 9    Cost Sharing**

The School Board will be assessed fees for services and resources provided based on the cost components identified in this section of the agreement. This Inter-local agreement creates a "win-win" situation for the County taxpayers as well as the governmental agencies participating in the Network. The School Board will receive fast and reliable data network services and, in turn, the County has an opportunity to amortize its fixed costs over a larger base of users.

**A.    Network Connection Costs**

The Network will consist of a Primary Route that the County and School Board will use, and Auxiliary Routes which will typically serve a single Agency. The Agency (i.e., either School Board or County) connecting the facility to the Network shall pay all related connection costs, including the drop from the Network to the facility, all equipment necessary to utilize the Network for the intended purpose of the Agency, and all associated labor costs to connect the facility.

**B.    Services Contracted Through Third Parties**

When either the School Board or the County enters into a contract with an outside contractor for Network-related services which benefit only that Agency, the contracting Agency shall be individually responsible for remitting payment to the contractor performing work on the Network and the non-contracting Agency 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.

### **C. Network Operating and Maintenance Costs**

Day-to-day operating and maintenance costs are incurred as necessary to provide network connectivity for all network users. Operating costs include such elements as staff salaries, data lines, software, contractors, office expenses, and administrative overhead. O&M expenses also include payments for connection to the BellSouth SmartRing which serves as a secondary fiber run which links offices located at the major County campuses. To the extent that the School Board facilities are connected to the SmartRing for redundant network services, a pro-rata share of the related payments to BellSouth will be allocated to the School Board.

The allocation of operating and maintenance costs will be based on the modified cost pool for network services. Total costs of operations and maintenance activities applicable to the wide area network are calculated in the ISS Cost Allocation Plan per Exhibit A. Detailed accounting records will be maintained of relevant cost pools and allocation bases (i.e., usage statistics).

The calculation of the School Board's cost of network services will be based upon the total number of points of network connectivity. Government office buildings and other facilities are connected to the Network through either direct fiber entrance points or through BellSouth leased lines. Total Network costs can be allocated among the connected parties based upon each agency's proportion of the total number of points of network connectivity. It is recognized that the School Board's facilities will be connected to the Network over time. The first phase of this Agreement will involve five separate points of network connections. The calculation of annual costs applicable to these five connection points is presented under EXHIBIT A (page 23). The Cost Plan is updated annually on a cycle that can be relied upon for budgeting purposes.

It is recognized that this cost allocation methodology does not correlate network costs to actual bandwidth utilization. This section of the Inter-local Agreement will be revised in the future at such time when the County acquires and implements bandwidth metering capabilities which will enable actual bandwidth utilization at the router level.

The County is responsible for maintaining the primary Network and all auxiliary components of the Network which exclusively serve County facilities. The County will also maintain auxiliary

portions of the Network which service both County and School Board facilities. The School Board shall maintain the auxiliary Network which exclusively serves its facilities.

Should the County perform repair and maintenance functions on behalf of the School Board, it is with the understanding that the County's responsibility extends only to the fiber optic cable up to the Demarcation Point. Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, and the individual fibers within the cable and service drops, and the routers installed at each School Board site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the School Board.

The County will provide maintenance on a 7-day/24-hour basis and shall not be prohibited from contracting for the repair when deemed necessary. In the event that an outside contractor is needed, the County will select, supervise, and coordinate with the vendor to complete the repair. These outside contractors will be subject to the same background security check required for County employees as outlined in Section 6 of this Inter-local Agreement.

#### **D. Intra-building Wiring in New Facilities**

Intra-building wiring and network equipment costs for new facilities are the responsibility of the organization that owns the facility. These costs are typically funded for new construction as part of the capital project budget.

#### **E. Special Services Requested by the School Board**

The staff resources of the County ISS Department shall be restricted and limited to those tasks and duties necessary to maintain and operate the County's Network. However, upon the request of the School Board, the ISS Director may, in his/her discretion, permit staff resources to assist the School Board in the discharge of its Information Technology responsibilities provided that the School Board agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff resource's hourly salary rate, fringe benefits, added overtime rate (if applicable), employee travel expenses and an appropriate surcharge relative to the administrative costs of the County ISS Department. These cost components are reflected in the standard hourly billing rates that are established as part of

the ISS Cost Allocation Plan. These hourly rates will be used for the purposes of billing for special services requested by the School Board.

**F. Accounting for Network Assets**

In order to accurately apportion ownership interests at the time and date of agreement, each unique section of plant must be identified with information that will determine the asset description, owner, in-service date, original cost, and location (where applicable). This list will be updated annually to add new assets acquired and retire items that are no longer in-service.

**G. Count of Devices Attached to the Network**

The quantity of network connection points will be based on an inventory of connected sites maintained by ISS. All relevant details of these connection points will be made available to the School Board by the County at the request of the School Board.

**H. Payments/Invoicing and Reimbursements**

The County shall submit bi-annual invoices to the School Board, which will include a reference to the Agreement and identify the amounts due and payable to the County. All billing categories will be detailed and explicitly described on the invoice. The School Board will pay such invoice within 30 days of presentation by the County. An example of the invoice format is included under Exhibit B.

**I. Budgeting for Anticipated Annual Expenditures**

The County ISS Department and the School Board's IT/Network Services staff will schedule a series of meetings each year for the express purpose of planning and preparing the School Board's budget for network services. These meetings will be scheduled such that sufficient time is provided to identify, research, and resolve any service-related issue that may impact the expenditure budget. The joint planning sessions are intended to produce the documentation and funding requirements in a format that can be used to support the District staff's budget request to their Administration and the School Board.

**Section 10 Modifications to Network**

Should the planned activities of the School Board require part of the Network to be upgraded to accommodate its use, the School Board shall be solely responsible for payment of all costs associated with such modifications to the Network, excepting agreement by the County if it may wish to participate in a cost-sharing arrangement for the modification.

When the School Board proposes a modification or connection of a new facility to the Network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence.

The County shall review the proposal as soon as practicable and may provide comments on the proposed modification. Any modifications or connections to the Network that may cause disruption or interference of service to any Network users shall be coordinated with the appropriate technical staff of both the School Board and the County, and such work performed at a time as to minimize disruption and interference to the Network users.

**Section 11 Relocation of Fiber Optic Cables**

If the relocation of any portion of the Network is required or initiated by either the School Board or the County, relocation expenses (including engineering, construction, and materials) of the Network shall be borne by the Agency causing the relocation. If relocation of the Network is required by a third party (e.g., Florida Department of Transportation), relocation expenses of the infrastructure related to the Network (including engineering, construction, and materials) shall be shared by the School Board and the County in accordance with the cost sharing provision of this Agreement, except to the extent that the relocation expenses are reimbursed by the third party.

**Section 12 Annual Service Level Agreement**

Each year, this Agreement will be renewed in the form of a Service Level Agreement (SLA). The SLA will document the types of network support, their cost per year, and the services provided, and the roles and responsibilities of each Agency.

Listed below are the services to be covered under the SLA:

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- Support to the Point of Demarcation as necessary to provide data, voice and video services;
- Switch maintenance;
- Security;
- Monitoring of Network performance;
- Trouble reporting and tracking;
- Maintenance of the environments crucial to the health and stability of the network, including air conditioning, power conditioning and UPS in switch closets; and
- Disaster recovery protection and system reliability and stability during power outages.

All network trouble reporting and tracking will be initially reported by employees to the Agency with whom they are employed.

The installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services will be addressed in the SLA.

Baseline assumptions include:

- Building-to-building connectivity will be provided by ISS;
- Ongoing maintenance of connectivity to the building is provided by ISS;
- All intra-building network maintenance and security are the responsibility of the Agency owning the facility;
- Back-door connectivity behind the building router is prohibited;
- The School Board will provide its own Dynamic Host Configuration Protocol services;
- The School Board will be responsible for building infrastructure connectivity;
- All grid (jack), wiring identification, and tracking will be maintained by the School Board for those facilities which it owns; and
- Central network security will be maintained by ISS at the ISS router port that feeds the School Board's network (router) connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses. If this situation were to arise, every effort will be made to provide prior notice to the School Board contact person.

The approved Service Level Agreement will be included as an Addendum to this Inter-local Agreement.

**Section 13 Grants**

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

**Section 14 Insurance**

Both parties to this Agreement acknowledge that the Network is not covered by a commercial property insurance policy. Any costs associated with repairs to, or restoration of, the Network shall be shared by the School Board and the County in the same proportion as they bore the original installation costs of the affected area, until such time as the percent of utilization changes between the parties. In general, damages associated with the primary Network will be borne by the County. The costs of any damages to the portion of the auxiliary network serving exclusively either the School Board or the County will be borne by the Agency served.

**Section 15 Indemnification and Hold Harmless**

The School Board and the County recognize their respective liability for certain tortious acts of its agents, officers, employees and invitees, and agrees 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 State of Florida's partial waiver of Sovereign Immunity to which said 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 governmental entities have under Section 768.28 or any other statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

The signatories of this agreement expressly acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. The School Board hereby waives



any claims against the County due to illegal hacking and the County likewise waives any such claims against the School Board. Each party is responsible for protecting their own applications, data bases, and servers.

The School Board will indemnify the County against any claims of software copyright infringement, misuse of network facilities, computer trespass, or any other unlawful act alleged to have been conducted by a permitted user of the School Board based on a joint determination that such claims are valid. Likewise, the County will indemnify the School District against any similar claims against County personnel.

### **Section 16    Damage Caused by Disasters**

Should the Primary Route of the Network be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the line, including utility pole replacement, exceeds 50% of the original installation costs, this Agreement is automatically terminated unless the governing bodies of both the School Board and County authorize its continuation and associated funding to repair or restore the affected area(s). Should the Network sustain damage to an Auxiliary Route used only by either the School Board or the County, the owning Agency shall determine if the line will be repaired or replaced.

ISS maintains secure computing facilities and a disaster recovery program to manage risks associated with disaster events. Every component of the centralized computing facility in the Governmental Center is supported by an Uninterruptible Power System (UPS) as well as an emergency generator powered by diesel engines. ISS also has an established program of maintenance for the batteries in the UPS racks. However, not all electronic network gear is protected by UPS and emergency generators. Data networks are distributed by design with electronic components located in equipment rooms and wiring closets in more than 250 locations. Thus there are some vulnerability points beyond the location where central hardware is housed at the Governmental Center in West Palm Beach.

### **Section 17    Termination for Convenience**

Either party may terminate its participation in this Agreement upon twelve (12) months 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 in the event that 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 Agency shall pay all sums due through the effective date of the termination.

**Section 18 Contributions by the Parties**

In order to make the Network a financially feasible project, both parties to the Agreement recognize the need to provide certain existing infrastructure and assets for use by the Network without charge. Assets shall include, but not be limited to, utility poles owned by the County, conduit crossing various roadways owned by the County, and right-of-way owned and maintained by the County and the School Board. Infrastructure owned by either Agency prior to the execution of this Agreement shall, under no circumstances, become jointly owned property.

**Section 19 Qualification Guidelines for School Board Connectivity**

Specific qualification areas are set forth below. The County accepts the School Board's good faith assertions that these qualifications will be maintained during the life of this agreement.

**A. Staff Technical Competency**

The School Board's level of staff expertise should be sufficient to prevent ISS from spending excessive time to resolve network problems. Initial diagnostic actions will ideally be performed by School Board staff in an attempt to determine if the cause of any system problem is associated with factors under the control of the School Board.

**B. Security Plan**

The School Board will adhere to a plan of security strategies deployed to prevent unauthorized access into the physical locations(s) where network access could be gained. Further, the School Board will ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.

**Section 20 Effective Date**

This Agreement shall be in full force and effect upon the approval of the School Board and County and proper execution hereof.

**Section 21 No Third Party Beneficiaries**

This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except that the provisions hereof involving indemnification or limitation of liability of the School Board and the County shall also inure to the benefit of that member's employees, officers, agents, affiliates, and any other benefited persons specifically identified in the applicable provision.

**Section 22 Waiver of Terms or Conditions**

Failure to enforce or insist upon strict compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**Section 23 Severability**

Should any portion, provision, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, provision, section, or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, provision, section, or subsection or power invalidated.

**Section 24 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 address or such other address as the parties may provide to each other in writing:

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**To SCHOOL BOARD:** Arthur Johnson, Superintendent  
School Board of Palm Beach County  
3300 Forest Hill Blvd.  
West Palm Beach, FL 33406  
Telephone: 561-434-8000

With a copy to: Linda Mainord, Director of IT/Network Services  
School Board of Palm Beach County  
3300 Forest Hill Blvd.  
West Palm Beach, FL 33406  
Telephone: 561-434-8773

**To COUNTY:** Bob Weisman, County Administrator  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
Telephone: 561-355-2312

With a copy to: Steve Bordelon, Director of ISS  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
Telephone: 561-355-2394

**Section 25 Entire Agreement**

This Shared Use of Palm Beach County Wide Area Network Agreement represents the entire agreement between the School Board and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies.

**Section 26 Parties Bound**

This Agreement shall be binding upon the School Board and the County and their respective successors and assigns.

**Section 27 Network Hardware Standards**

The County, with input from the School Board, will decide on hardware standards for insertion into the network. The initial standards are presented under Exhibit “ .”

**Section 28 Network Design Standards**

Together, the County and School Board will create and maintain network design standards which will prevent and preclude any network address conflicts with one another.

**Section 29 Connection to Other Metropolitan Networks**

Connection to the Network must be approved by both the County and the School Board if said connection affects the entire Network. However all connections must meet the agreed upon technical specifications.

**Section 30 Meetings re: Network Issues**

Representatives from both Agencies will meet on a quarterly basic to discuss and resolve issues relating to the Network. Each Agency may bring technical support personnel as necessary to assure mutual agreement and understanding. The County will chair these meetings with agenda input by the School Board. The regularity of these meetings maybe adjusted as needed and special purpose meetings may be scheduled at the discretion of either party.

**Section 31 Filing**

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

**Section 32 Signatories to the Agreement**

**ATTEST:**  
**Sharon R. Bock, Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director, ISS

**WITNESS:**

**THE SCHOOL BOARD OF  
PALM BEACH COUNTY**

BY \_\_\_\_\_  
William G. Graham, Chairman

BY \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

Board Approval Date: \_\_\_\_\_

**REVIEWED AND APPROVED AS TO  
LEGAL FORM**

  
\_\_\_\_\_  
School Board Attorney

Date: 2/6/07

**EXHIBIT A**

**Allocation of Network Operating and Maintenance Costs  
Per ISS Cost Allocation Plan**

<b>School Board Cost Allocation Calculation</b>	<b>Locations</b>	<b>% of Total</b>	<b>Cost Allocation</b>	<b>Monthly Cost per Connection</b>
Palm Beach County	270			
School Board (minimum 1 Gbe connection)	5	0.02	\$46,321.73	<b>\$772.03</b>
<b>Total</b>				
Compare to 100 MB Metro-E service from BellSouth (75 Mb maximum usage)				\$1,910.00

NOTE: The detailed cost allocation spreadsheet is presented in the attached Excel document.

**EXHIBIT B**

**I N V O I C E**

**Re: Services Rendered per Inter-local Agreement  
for Shared Palm Beach County Network Services**

**Semi-Annual Billing for the Period (Month/Year – Month/Year)**

**Invoice Summary**

The billing categories in the following table will be summarized in the following standard Palm Beach County invoice format. Invoices will be prepared to cover a six-month period and are due within 30 days of the invoice receipt.

Invoice for Network Service Charges	Amount
<b>1. Facilities Connected Throughout the Billing Period:</b>  (# of Points of Connection [POC] X Standard Cost per POC X 6 Months)	
<b>2. Facilities Connected During the Billing Period:</b>  (# of POCs X Standard Cost per POC X # Period of Connectivity [whole and fractional months])	
<b>3. Special Services</b> (per EXHIBIT C)	
<b>Amount Payable from School Board to Palm Beach County</b>	\$



**EXHIBIT C**

*I N V O I C E*

**Re: Services Rendered per Inter-local Agreement  
for Shared Palm Beach County Network Services**

**Semi-Annual Billing for the Period (Month/Year – Month/Year)**

**ATTACHMENT 5**

**Special Services Requested by the School Board**

The Inter-local Agreement establishes that the ISS Director may, at his/her discretion, permit staff resources to assist the School Board in the discharge of its Information Technology responsibilities provided that the School Board agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff resource's hourly salary rate, fringe benefits, added overtime rate (if applicable), employee travel expenses and an appropriate surcharge relative to the administrative costs of the County ISS Department. These cost components are reflected in the standard hourly billing rates that are established as part of the ISS Cost Allocation Plan. These hourly rates will be used for the purposes of billing for special services requested by the School Board.

<b>Billing Calculation</b>	<b>Amount</b>
Description of Services:  <p style="text-align: right;">Labor Hours @ \$75 per hour Supplies and Materials (at cost) Other Charges</p>	
<b>Total Charges for Special Services Requested by the School Board</b>	<b>\$</b>