

RESOLUTION NO. 24-05-18

A RESOLUTION OF THE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR INFORMATION TECHNOLOGY NETWORK SERVICES AND TO INSTALL FIBER OPTIC LAMDARAIL FROM LAKE PARK FIRE STATION 68 TO THE TOWN'S PUBLIC WORKS FACILITY, AND ITS TOWN HALL AND LIBRARY BUILDINGS AND ALSO CONNECTING THE FIBER OPTIC LAMDARAIL TO THE PBSO STATION AND THE COMMUNICATION TOWER AT THE TOWN HALL TO ENABLE THE TOWN TO CONNECT TO THE LAMDARAIL SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

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

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

WHEREAS, the Town desires Palm Beach County to provide information technology network services and relocate the County Fiber Optic lines from the Fire

Station 68 to the Town's Public Works facility, Town Hall, Library and to connect the fiber optic lines to the PBSO station and to run it to the Communications Tower at the Town Hall property; and

WHEREAS, the Town and the County desire to enter into this interlocal agreement to provide for the joint use of IT assets and to establish policies for their use by each local governments.

WHEREAS, the Town and the County desire to enter into an Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", to establish Information Systems Services (ISS) Network Services which would serve the Town's Town Hall, Library and Public Works buildings; and

WHEREAS, the cost of the Fiber Optic Installation Services would be \$78,183.50 with an annual fee of \$10,500. The Town's funding source for the Project is Palm Beach County One-Cent Sales Tax Funds.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Interlocal agreement between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 24-05-18 duly passed and adopted this 2 day of May, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Town of Lake Park ("Town") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Town 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 Town if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The County shall provide the Town 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 Town owned facilities. The Town 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 Town.

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

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

Section D: Network Connection

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

Section E: Modifications to Network

If the Town 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 Town require the network to be upgraded, the Town 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 Town 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 Town or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

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

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

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

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. Town 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 Town 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 Town technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Town.

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

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

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The Town 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 Town. The Town 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 Town owned building (if required):
 - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
 - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Town's site.
The Town shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Services

The County will provide the Town 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 Town.

In the event that Network availability is documented by the County and declared by the Town to be less than 99.9% for two (2) consecutive months, the Town 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 Town's IT support staff. If the Town'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 Town 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 Town 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 Town designee as to the time of any planned maintenance, repair, or installation work. However, the Town 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 Town to report any emergency that requires access to any Town owned facility. The Town shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the Town with a list of authorized the County employees who will carry in their possession badges for identification purposes.

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

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

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

Archie Satchell, Deputy Chief Information Officer of ISS
561-355-3275 (office)
772-979-6607 (cell)

Steve Bordelon, Chief Information Officer of ISS
561-355-2394 (office)
561-386-6239 (cell)

Town Information Services

Hoa Ngoc Hoang, CGCIO, ICMA
Chief Information Technology Officer
561-881-3303 (office)
hhoang@lakeparkflorida.gov

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

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

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 Town's building. The Town 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 Town quarterly.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County Network Services

Town Network Service and Billing Matrix						
Location	Service Start Date	Bandwidth	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
Town Hall 535 Park Avenue, Lake Park, FL 33403	6/1/2018	250Mb	\$61,082.00	\$500	\$75	\$6,900
Public Works 650 Old Dixie Hwy, Lake Park, FL 33403	6/1/2018	50Mb	\$10,754.50	\$150	\$0	\$1,800
Public Library 529 Park Avenue, Lake Park, FL 33403	6/1/2018	50Mb	\$6,347.00	\$150	\$0	\$1,800
TOTALS			\$78,183.50	\$800	\$75	\$10,500

Explanation of Charges:

Installation Charges – This is an estimated cost. The actual final cost for this installation will be billed to the Town 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 Town based on the County Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – FLR charges the County this fee to connect the Town 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 Town (see **Sub-section N1. - Cost Components** below).

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the Town.

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

N1. Cost Components

The monthly FLR fee identified 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, 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 Town which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in

accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the Town 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 Town is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Town. The Town agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

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

Section Q: Insurance

This section does not apply to Network Services.



**PALM BEACH COUNTY
ISS**

Monthly Rate Sheet for Network Services

Bandwidth in Mbps	Transport from Client Remote Site to PBC Data Center	Network Transport Fee	FLR Fee* (Applies to 1st Connection Only for Agencies w/ISP Services)
Small Non-Profit Agencies	N/A	\$50	\$75
50	N/A	\$150	\$75
100	\$50	\$300	\$75
250	\$100	\$500	\$75
500	\$175	\$700	\$75
1000	\$250	\$1,000	\$75
2000	\$400	\$1,250	\$75
4000	\$500	\$1,500	\$75
6000	\$650	\$1,800	\$75
8000	\$800	\$2,100	\$75
10000	\$1,000	\$2,500	\$75

* FLR Fee does not apply for agencies with separate Florida LambdaRail Affiliate Agreement

Effective 4/1/2018



PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com

Precision Fiber  Optic Systems

To: Town Of Lake Park	Contact: Hoa N Hoang
Address: Lake Park, FL	Phone: (561) 881-3303
	Fax:
Project Name: 15.07.29 Town Of Lake Park City Hall To FS At 10th St	Bid Number: 13-029 LC
Project Location: 15.07.29 Town Of Lake Park City Hall To FS At 10th St, Town Of Lake Park, FL	Bid Date: 7/29/2015
Addendum #: 1,2,3,4	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Labor - Engineering Florida PE Services (Per Hour) - For Signed-Sealed Drawings Or Permits Only	1.00	HR	\$225.00	\$225.00
2	Labor - BICSI RCDD (Per Hour) - Scope-Pricing, Plans & Work Order Constructability Review To Codes & Standards	1.00	HR	\$135.00	\$135.00
4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
16	Conduit - 2" Placed At 36", Hand Trenched, Per Foot (F&I)	1,000.00	LF	\$4.95	\$4,950.00
23	Placement - 2" HDPE Directional Bore, Special Conditions, Per Foot (F&I)	2,000.00	LF	\$18.00	\$36,000.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	3,500.00	LF	\$0.35	\$1,225.00
31	Detection - Jet Line, Per Foot (F&I)	3,500.00	LF	\$0.35	\$1,225.00
39	FO Cable - 48F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	5,000.00	LF	\$1.30	\$6,500.00
69	FO Cable - 48F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtails, Splices, Per Each (F&I)	2.00	EACH	\$2,525.00	\$5,050.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	48.00	EACH	\$5.00	\$240.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	2.00	EACH	\$975.00	\$1,950.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	4.00	EACH	\$695.00	\$2,780.00

Total Bid Price: \$61,082.00

Notes:

- Location: Town of Lake Park - From City Hall located at 535 Park Avenue to Fire Station @ 10th and Park Avenue SIDEWALK REPLACEMENT MY BE DONE BY THE TOWN OF LAKE PARK
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 48F SM FO cable as detailed by above scope of work.
- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
 Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
 PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

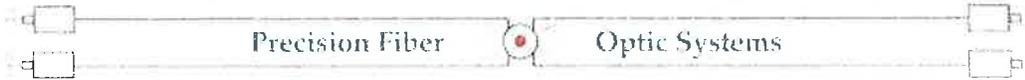
Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Precision Contracting Services, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Lynn Bayles 561-743-9737, ext. 7117 lynn@pcsfiber.com</p>
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PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com



To:	Town Of Lake Park	Contact:	Hoa N Hoang
Address:	Lake Park, FL	Phone:	(561) 881-3303
		Fax:	
Project Name:	15.07.29 Town Of Lake Park City Hall To Library	Bid Number:	13-029 LC
Project Location:	15.07.29 Town Of Lake Park City Hall To Library, Town Of Lake Park, FL	Bid Date:	7/29/2015
Addendum #:	1,2,3,4		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Labor - Engineering Florida PE Services (Per Hour) - For Signed-Sealed Drawings Or Permits Only	1.00	HR	\$225.00	\$225.00
2	Labor - BICSI RCDD (Per Hour) - Scope-Pricing, Plans & Work Order Constructability Review To Codes & Standards	1.00	HR	\$135.00	\$135.00
4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
6	Labor - Comm. Cable Installer (L/E Per Hour) - Cable Installer Performing Activity Outside Scope Of Pay Items (ex: Locating Existing Paths, ...) FOR LOCATING EXISTING PATHS	24.00	HR	\$75.00	\$1,800.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	200.00	LF	\$0.35	\$70.00
31	Detection - Jet Line, Per Foot (F&I)	200.00	LF	\$0.35	\$70.00
37	FO Cable - 24F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	300.00	LF	\$1.25	\$375.00
68	FO Cable - 24F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtailes, Splices, Per Each (F&I)	2.00	EACH	\$1,375.00	\$2,750.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	24.00	EACH	\$5.00	\$120.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$975.00	\$0.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$695.00	\$0.00

Total Bid Price: \$6,347.00

Notes:

- Location: Town of Lake Park - From City Hall located at 535 Park Avenue to Library
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 24F SM FO cable as detailed by above scope of work.
- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
 Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
 PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

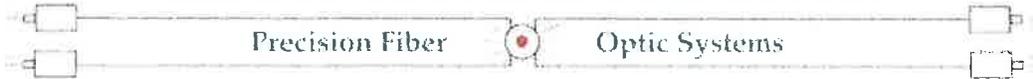
Precision Contracting Services, Inc

Authorized Signature: _____

Estimator: Lynn Bayles
561-743-9737, ext. 7117 lynn@pcsfiber.com



PRECISION CONTRACTING SERVICES INC.



15834 Guild Court
 Jupiter, Florida 33478
 Phone: 561.743.9737
 Fax: 561.743.0775
 www.pcsfiber.com

To:	Town Of Lake Park	Contact:	Hoa N Hoang
Address:	Lake Park, FL	Phone:	(561) 881-3303
		Fax:	
Project Name:	15.07.29 Town Of Lake Park FS At 10th St To Public Works	Bid Number:	13-029 LC
Project Location:	15.07.29 Town Of Lake Park FS At 10th St To Public Works, Town Of Lake Park, FL	Bid Date:	7/29/2015
Addendum #:	1,2,3,4		

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4	Labor - Clerical Support Services (Per Hour) - Proposal Site Review & Scope Development, Permit Applications & Related Clerical Activity Not Covered By Specific Pay Item Scope	4.00	HR	\$38.00	\$152.00
6	Labor - Comm. Cable Installer (L/E Per Hour) - Cable Installer Performing Activity Outside Scope Of Pay Items (ex: Locating Existing Paths, ...)	0.00	HR	\$75.00	\$0.00
8	Labor - Service Trip Charge (Per Service Visit) - Order Processing And Travel Time To Location, One Item Per Service Visit (Work Order/PTS)	1.00	TRIP	\$650.00	\$650.00
16	Conduit - 2" Placed At 36", Hand Trenched, Per Foot (F&I)	100.00	LF	\$4.95	\$495.00
23	Placement - 2" HDPE Directional Bore, Special Conditions, Per Foot (F&I)	0.00	LF	\$18.00	\$0.00
29	Detection - Detectable Tracer Wire, Per Foot (F&I)	100.00	LF	\$0.35	\$35.00
31	Detection - Jet Line, Per Foot (F&I)	0.00	LF	\$0.35	\$0.00
38	FO Cable - 48F SM Loose Tube Construction, Aerial Placement, Per Foot (F&I)	600.00	LF	\$1.35	\$810.00
39	FO Cable - 48F SM Loose Tube Construction, UG Placement, Per Foot (F&I)	600.00	LF	\$1.30	\$780.00
69	FO Cable - 48F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtails, Splices, Per Each (F&I)	2.00	EACH	\$2,525.00	\$5,050.00
83	OTDR Test Any Wavelength, One Direction, Bare Fiber, Per Each 1W-1D	48.00	EACH	\$5.00	\$240.00
87	OSP Aerial - Messenger Cable, 1/4" Per Foot (F&I)	150.00	LF	\$1.25	\$187.50
89	OSP Aerial - Pole Attachment, Loose Tube, With J-Hook Concrete Pole, Per Each (F&I)	4.00	EACH	\$145.00	\$580.00
91	OSP Aerial - Place Pole Riser, 2" RGS, Per Foot (F&I)	40.00	LF	\$18.00	\$720.00
98	Pull Box - Composition Construction, 24" X 36" X 24" Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	0.00	EACH	\$975.00	\$0.00
100	Pull Box - Composition Construction, 17" X 30" X 12", Traffic Rated, With Composite Traffic Rated Lid, Per Each (F&I)	1.00	EACH	\$695.00	\$695.00

Total Bid Price: \$10,754.50

Notes:

- Location: Fire Station @ 10th and Park Avenue to Public Works Buildings - SIDEWALK REPLACEMENT MY BE DONE BY THE TOWN OF LAKE PARK
 PCS quotes the UG and/or Aerial installation, splicing, termination & testing of a 48F SM FO cable as detailed by above scope of work.

- PCS will provide Maintenance of Traffic signs & cones for the immediate work area of their crews as required by the Manual on Uniform Traffic Control Devices (MUTCD).
Any such requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be handled by Others.
- PCS will comply with PBCo specification for appropriate work order scheduling and response.
PCS will coordinate work with ISS Staff as well as work order specific Department or Location authorization personnel.

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Precision Contracting Services, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: Lynn Bayles 561-743-9737, ext. 7117 lynn@pcsfiber.com</p>
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Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

R2018 1028

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of JUL 10 2018 2018, by and between the Town of Lake Park (“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.

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 2 Approval

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

Section 3 Exhibits

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

Section 4 Term

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

Section 5 Resale of IT Services

The 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 cause upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Agreement with Palm Beach County and the Town of Lake Park

Re: Palm Beach County ISS Services

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, relating in any way to this Agreement or 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 Insurance

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

Section 9 Damage Caused by Disasters

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

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

Section 10 Notice

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

To: Town of Lake Park
 John O. D'Agostino, Town Manager
 535 Park Avenue,
 Lake Park, FL 33403
 (Telephone: 561-881-3304)

With a copy to: Thomas J. Baird, Town Attorney
 4741 Military Trail Suite 200
 Jupiter, FL 33458
 (Telephone: 561-650-8233)

To: **COUNTY:** Verdenia C. Baker, County Administrator
 c/o Steve Bordelon, Information Systems Services CIO
 Palm Beach County Board of County Commissioners
 301 N. Olive Avenue, 8th floor
 West Palm Beach, FL 33401
 (Telephone: 561-355-2394)

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

Section 11 Entire Agreement

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

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

Section 12 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 13 Binding Agreement

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

Section 14 Subject to Funding

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

Section 15 Nondiscrimination

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

Section 16 Audits and Public Records

LOCAL GOVERNMENT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, LOCAL GOVERNMENT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

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

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

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

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

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

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Town of Lake Park
Re: Palm Beach County ISS Services

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

R 2018 1028 JUL 10 2018

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By:


Deputy Clerk

By:


Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:


County Attorney

By:


Steve Bordelon, CIO, ISS

Town of Lake Park

By:

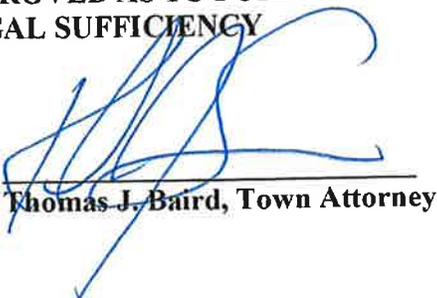

Vivian Mendez, Town Clerk

By:


Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


Thomas J. Baird, Town Attorney



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

Task Order #:

Original Agreement #R:

Organization requesting services: Town of Lake Park

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

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

Project Office: _____ Date: _____
Name/Title

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TOWN OF LAKE PARK

COUNTY ATTORNEY

Name, Title