

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

Meeting Date: April 5, 2011

Consent Regular
 Public Hearing Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with The Raymond F. Kravis Center for the Performing Arts (the "Kravis Center") and Palm Beach County ("County") for utilizing the County as the Kravis Center's Server Hosting and Data Storage Provider, at an estimated first year revenue of \$8,940, for an initial term of one (1) year, with automatic one (1) year renewals unless notice given by either party.

Summary: This Agreement allows the Kravis Center to utilize the County's Server Hosting and Data Storage resources via the County Network and to gain access to the Florida LambaRail network resources. Per Exhibit "A" of the Agreement, fees for hosting and data storage services are set at \$745 per month. This Agreement provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. District 7 (PFK)

Background and Justification: Utilization of a common server and storage infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Kravis Center will result in greater effectiveness, efficiency and reliable services. Currently, there are 20 agreements in place connecting four educational institutions with multiple sites, six municipalities, four independent taxing districts, Martin County government and five non-profit organizations in and around Palm Beach County.

This type of hosting and data storage agreement represents the early stages of a new type of service provided for external agencies by ISS. This proposed agreement was structured in response to a request from the Kravis Center which is interested in establishing a replicated disaster recovery facility located at a separate site some distance from the primary site.

The Kravis Center is already connected to the County's fiber network which provided high speed connectivity between The Kravis Center and the County's data center. In order to increase the resilience of The Kravis Center's applications, ISS has configured a disaster recovery site within the Northwest Regional Data Center (NWRDC) in Tallahassee, Florida. System responsibilities will be shared with ISS providing full system administration services along with continuous

Continued on page 3...

Attachments:

1. Agreement with The Raymond F. Kravis Center for the Performing Arts (3 originals)
2. Palm Beach County ISS Remote Server Hosting Specifications and Costs
3. Certificate of Insurance for Kravis Center

Recommended by:



Department Director

3/14/2011

Date

Approved by:



County Administrator

3/14/11

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs					
External Revenue	<\$4,098*>	<\$8,940>	<8,940>	<\$8,940>	<\$8,940>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<\$4,098*>	<\$8,940>	<\$8,940>	<\$8,940>	<\$8,940>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No X

Revenue Budget Account No: Fund: 0001 Department: 490 Unit: 1300 Object: 4900

Reporting Category

B. Recommended Sources of Funds / Summary of Fiscal Impact

**Assumes an April 15, 2011 connection date.*

C. Departmental Fiscal Review: Tom Chase 3/9/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 3/15/11
OFMB
3/14/11
3/14/11

[Signature] 3/17/11
Contract Development & Control

B. Legal Sufficiency:

[Signature] 3/18/11
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

Continued from page 1...

monitoring and 7X24 on-call support. The Kravis Center IT staff will be responsible for system administration as well as system activation decisions in the event of a disaster event.

The disaster recovery infrastructure will consist of a front-end Microsoft VMware server attached to a storage area network and configured to operate The Kravis Center's replication software (SyncSort). The virtual server will reside in a second level DMZ environment to maximize security.

The agreement was based on a proposed rate structure as follows:

<u>Component</u>	<u>Monthly Cost</u>
Advanced File Server	\$375
Backup/Recovery Storage	270 (\$90 per terabyte)
Data transport	0 (no charge, up to 2 terabytes per month)
Network connectivity	100
Total Monthly Costs	<u>\$745</u>

Existing customers for hosting and disaster recovery services include the Palm Beach County Clerk & Comptroller, the School District of Palm Beach County and the U.S. Virgin Islands' Department of Licensing and Consumer Affairs.

Agreement

This Agreement ("Agreement") for Server Hosting and Data Storage Services is entered into this _____ day of _____, 2011, with The Raymond F. Kravis Center for the Performing Arts, Inc. ID #59-2245054, (the "Kravis Center"), and Palm Beach County (the "County").

WITNESSES THAT:

WHEREAS, the Kravis Center and the County have recognized the need for the Kravis Center to connect to the County's Network ("Network") for the purpose of utilizing the County as the Kravis Center's Server Hosting and Data Storage Provider and to gain access to the Florida LambdaRail network resources. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, the County and Kravis Center have demonstrated needs for Server Hosting and Data Storage services, and both are either stewards of public funds or a qualified not for profit organization, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

WHEREAS, more effective, efficient, and reliable services will result from the County and the Kravis Center utilizing a common server and storage infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Kravis Center ; and

WHEREAS, the parties believe that additional advanced networking initiatives will come to fruition through the synergies of the County government and the Kravis Center working in unison; and

WHEREAS, in recognizing these facts, the Kravis Center and the County desire to enter into such an agreement, which provides for the joint use of such server and data storage facilities 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

Section 1 Purpose

The purpose of this Agreement is to interconnect the Kravis Center to the County's Server Hosting and Data Storage resources via the County Network for the purposes described in Exhibit "A". The Server Hosting and Data Storage resources are *defined* as the servers, data storage equipment, data transit and network connectivity throughout Palm Beach County used by County government, the Kravis Center and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Kravis Center's participation in the use of the County's server hosting and data storage resources and other such services as specified in Exhibit "A". This Agreement shall become effective upon its execution by both parties.

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 11 herein.

Section 4 Not Used

Section 5 Resale of Server Hosting and Data Storage Services

The Kravis Center shall not share or resell any portion of the County's server hosting and data storage resources 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 County's Responsibilities for Server and Data Storage Management

The County shall be responsible for the routine, day-to-day management of the County's server hosting and data storage resources. Each party shall be responsible for day-to-day administration of the other computing resources, which they individually own.

The Palm Beach County ISS Computing Platforms Division shall monitor server hosting and data storage utilization on any link between the County and the Kravis Center. The County shall provide the Kravis Center with access to the County's server hosting and data storage resources on a best-effort basis and as otherwise provided for herein.

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

Section 7 Service Level Agreement

Roles and responsibilities of the County and Kravis Center are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for server hosting and data storage services.

Section 8 Server and Data Storage Resource Ownership

The County shall own the server hosting and data storage resources. The Kravis Center shall continue to maintain ownership of its computing assets. Only the County is permitted to connect, expand, or otherwise routinely modify the server hosting and data storage resources. Furthermore, all technological changes relative to the server hosting and data storage resources 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 Kravis Center receive grant funds to assist with the server hosting and data storage resources, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section 9 Modifications to Server Hosting and Data Storage Resources

If the Kravis Center proposes a modification or connection of a new facility to the server hosting and data storage resources, it shall notify and submit any applicable documents to the County at least 30 calendar days prior to the date modification activities are expected to commence.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Kravis Center 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 Kravis Center or the County enters into a contract with an outside contractor for server hosting and data storage resources-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the server hosting and data storage resources, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the server and data storage resources must be communicated in writing to the County for review and approval. The parties however agree to comply with server and data storage resources security provisions.

Section 10 Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Kravis Center. However, should any equipment owned by the Kravis Center render any harmful interference to the County Network, ISS may disconnect any or all Kravis Center connections after informing the Kravis Center's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Kravis Center 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. In the event that reconnection cannot occur and the County determines that such disconnection shall become permanent, the Kravis Center shall be entitled to a pro rata refund of any monies paid in advance for the service.

Section 11 Termination for Convenience

Either party may terminate its participation in this Agreement upon 60 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of

time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay or refund all sums due through the effective date of the termination.

Termination of this Agreement by either party may also be contingent upon the failure to ratify annual appropriation for these services by the party's governing body.

Section 12 Indemnification and Hold Harmless

The Kravis Center shall protect, defend, reimburse, indemnify and hold 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, arising during and as a result of Kravis Center's negligent act or omission in its performance of the terms of this Agreement.

The Kravis Center and the County recognize their respective liability for tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Kravis Center agrees to maintain general liability insurance as required hereby to cover these acts. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of the Kravis Center and the County.

A. Kravis Center shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. Kravis Center shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by Kravis Center are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Kravis Center under the contract.

B. **Commercial General Liability:** Kravis Center shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless

granted in writing by the County's Risk Management Department. Kravis Center shall provide this coverage on a primary basis.

- C. Additional Insured:** Kravis Center shall endorse the COUNTY as an Additional Insured with a GC 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read:

“Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” Kravis Center shall provide the Additional Insured endorsements coverage on a primary basis.

- D. Waiver of Subrogation:** Kravis Center hereby waives all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then Kravis Center shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should Kravis Center enter into such an agreement on a pre-loss basis.

- E. Certificate(s) of Insurance** Prior to execution of this Contract, Kravis Center shall deliver to the COUNTY'S representative as identified in Article 15, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners

c/o Steve Bordelon, Director, ISS__

301 North Olive Ave, Room 801.10__

West Palm Beach, Fl 33401__

- F. Umbrella or Excess Liability** If necessary, Kravis Center may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and

Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

G. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The parties to this Agreement 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. 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 13 Damage Caused by Disasters

Should the server and data storage resources be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace the said equipment exceeds 50% of the original installation costs, this Agreement is automatically terminated unless the governing bodies of both the Kravis Center and County authorize its continuation and associated funding to repair or restore the affected area(s). In the event of such termination, the parties shall pay or refund all sums due through the effective date of the termination.

Section 14 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner

so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 15 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: **Raymond F. Kravis Center for the Performing Arts, Inc.**
Attention: Judith Mitchell, Chief Executive Officer
701 Okeechobee Boulevard
West Palm Beach, FL 33401
561-833-8300

With a copy to:

To: COUNTY: Robert Weisman, County Administrator
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 11th FL
West Palm Beach, FL 33401
Telephone: 561-355-2712

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

Section 16 Entire Agreement

This Agreement represents the entire agreement between the Kravis Center and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the Kravis Center and the County and their respective successors and assigns.

Section 17 Filing

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

Section 18 Participation

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

Section 19 Venue for Dispute Resolution

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

Section 20 Binding Agreement

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

Section 21 Subject to Funding

This Agreement is subject to fiscal funding.

Section 22 Nondiscrimination

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

Section 23 Access and Audits

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Kravis Center, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement's requirements and detect corruption and fraud as related specifically to this Agreement.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 24 Confidentiality of Data

Any data placed by the Kravis Center into the County's Server Hosting and Data Storage resources shall belong exclusively to the Kravis Center. The County shall have no right to access or disclose the data and shall use all reasonable efforts to keep the data confidential. As this data is exclusively the property of Kravis Center it is specifically excluded from all open records laws that apply to government entities.

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Section 24 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: Steve Bordelon
Director, ISS

ATTEST: Raymond F. Kravis Center for the Performing Arts, Inc.

By: Judith Mitchell
Judith Mitchell, Chief Executive Officer

(SEAL)

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Kravis Center in carrying out the terms of the Agreement re: Palm Beach County Server Hosting and Data Storage Services. This Service Level Agreement delineates the services to be provided by ISS, sets forth server hosting and data storage resource availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

I. Annual Planning and Service Level Agreement Review

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of server hosting and data storage services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

Connection to the server hosting and data storage resources must be approved by both the County and the Kravis Center if said connection affects the entire Network. However, all connections must meet the agreed-upon technical specifications.

II. Description of Services

A. Baseline services from ISS will include:

1. Ongoing maintenance of ISS server hosting and data storage resources;
2. Central network security will be maintained by ISS at the ISS router port that feeds the Kravis Center's network (router) connection. If necessary, security may shut down the entire building feed to protect the networked systems from computer worms and viruses;
3. Server hosting and data storage resources Design;
4. Acquisition and management of server and data storage assets;
5. Installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Server and data storage resources equipment maintenance;

Re: Server Hosting and Data Storage Services

7. Server hosting and data storage resources security on ISS side of demarcation point;
8. Monitoring of server and data storage resources performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the server hosting and data storage resources, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

B. Kravis Center Responsibilities

1. Kravis Center shall be responsible for legally acquiring licenses for all third-party software outside of the operating system and database software covered above;
2. Advanced scheduling of all service-related requests and other special services requests related to Server Hosting services;
3. Adhering to pre-defined maintenance schedule for operating system maintenance services;
4. Providing ISS with a minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours of Monday – Friday, 8:00AM – 5:00PM;
5. Assuring that the County system will not be compromised via the application layer of the computing environment. If any County system is compromised via the application layer, ISS will disconnect the server producing the compromised position, after informing the Kravis Center's designated Point of Contact (POC) with reasonable advance notice, if appropriate. It is Kravis Center's responsibility to address both the compromised system as well as the associated service outage.

III. Availability of the County Server and Data Storage Services

The County will provide the Kravis Center with access to the County's server and data storage resources 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 Kravis Center.

In the event that server and data storage resource availability is documented by the County and declared by the Kravis Center to be less than 99.9% for two (2) consecutive months, the Kravis Center 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.

The County will monitor the Kravis Center's utilization of the server and data storage resources to ensure sufficient capacity.

IV. Protocol for Reporting Server and Data Storage Service Problems

All service issues should be reported to the Kravis Center's IT support staff. If the Kravis Center's initial diagnosis of the reported problem indicates that it is related to server and data storage resources rather than a problem at the application, network or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-6700. All service problems reported by the Kravis Center 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 Kravis Center 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.

V. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 server and data storage resources Services Help Desk: 561-355-6700

Michael Strivelli, Senior Manager, ISS Computing Platform Services:
561-355-4252 (office)

561-722-3826 (cell)

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

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

Kravis Center Information Technology

Hours of Operation: 8:30 - 5
Emergency Contact Number: 561-651-4377

VIII. Fees and Charges for Server and Data Storage Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's server and data storage resources Services provided to the Kravis Center.

The usage fees for connection to and use of the County's server hosting and data storage resources are shown in the table below:

The Kravis Center for the Performing Arts Server Hosting Charges Matrix				
Service Category	Service Start Date	One-Time (\$)	Monthly (\$)	TOTAL (\$)
Server Host (DR)	4/15/2011			
Advanced File Server (1)	"		375	375
Data Storage (3TB)			270	270
FLR/NWRDC Fee	"		100	100
TOTALS -		0	\$745	\$745

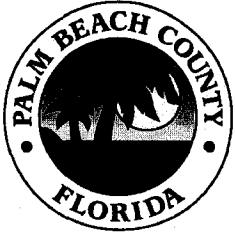
A. Cost Components

A portion of the flat monthly fee identified above includes direct costs incurred by Palm Beach County to connect to the Florida LambdaRail. In the event the Board of Directors of the Florida LambdaRail institute a pricing change, Palm Beach County agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

B. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist the Kravis Center in the execution of certain Information Technology responsibilities, assuming that the Kravis Center agrees to fully reimburse the County for all reasonable costs associated with the rendering of ISS staff assistance. Reasonable costs include the staff's hourly salary rate, fringe benefits, overtime (if applicable), travel, and administrative overhead. These components have all been factored into the standard hourly billing rates as part of the ISS Cost Allocation Plan and will be subject to modification on an annual basis.

The County shall submit quarterly invoices to the Kravis Center, which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Kravis Center will pay such invoices within 30 days of presentation by the County. If the Kravis Center in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and the Kravis Center shall be in accordance with Florida law.



**Palm Beach County, Information Systems Services (ISS)
Remote Server Hosting Specifications and Costs**

Palm Beach County's ISS Department offers flexible options for hosted services through our contracts with the Florida Lambda Rail (FLR) and the Northwest Regional Data Center (NWRDC). Palm Beach County is connected to the NWRDC located in Tallahassee, via the FLR, a high-speed fiber network that traverses the entire state of Florida. This arrangement enables us to offer very economical terms for server hosting and disaster recovery services to other Florida local governments. Current customers include the Clerk of the Court and the School District of Palm Beach County.

The server infrastructure we have established at the NWRDC utilizes virtualization technology which enables a single server to perform the job of multiple servers. The NWRDC is designated as a top tier facility which provides a state-of-the-art data center that guarantees customers' security, accessibility, and connectivity.

Palm Beach County is offering these services at a substantial savings by leveraging our capabilities and resources and because we operate on a break-even basis. Monthly rates for basic and advanced server specifications are set forth below for use as a baseline for interested organizations to identify their server requirements and costs.

Information Systems Services

301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401
(561) 355-2823
FAX: (561) 355-3482 (8th Floor)
FAX: (561) 355-4120 (4th Floor)

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

- Karen T. Marcus, Chair
- Shelley Vana, Vice Chair
- Paulette Burdick
- Steven L. Abrams
- Burt Aaronson
- Jess R. Santamaria
- Priscilla A. Taylor

County Administrator

Robert Weisman

Web Server	Basic - \$125/month	Advanced - \$200/month
Processor	Single Processor Quad Core Xeon	Dual Processor Quad Core Xeon
Memory	2 GB DDR2	4 GB DDR2 667
Storage	25 GB	50 GB
RAID	RAID 5	RAID 5
OS	Windows Server 2003 Standard SP2 with R2 (32 bit)	Windows Server 2003 Standard SP2 with R2 (32 bit)

File Server	Basic - \$250/month	Advanced - \$375/month
Processor	Single Processor Quad Core Xeon	Dual Processor Quad Core Xeon
Memory	2 GB DDR2	4 GB DDR2 667
Storage	50 GB	100 GB
RAID	RAID 5	RAID 5
OS	Windows Server 2003 Standard SP2 with R2 (32 bit)	Windows Server 2003 Standard SP2 with R2 (32 bit)

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

ATTACHMENT # 2

Database Server	Basic - \$400/month	Advanced - \$500/month
Processor	Single Processor Quad Core Xeon	Dual Processor Quad Core Xeon
Memory	4 GB DDR2 667	8 GB DDR2 667
Storage	100 GB	250 GB
RAID	RAID 5	RAID 5
Database	Microsoft SQL Server	Microsoft SQL Server
OS	Windows Server 2003 Standard SP2 with R2 (32 bit)	Windows Server 2003 Standard SP2 with R2 (32 bit)

Data Storage	\$.09 per Gb per month	500 Gb = \$45.00 / month 1 Tb = \$90.00 / month
Data Transport	\$.05 per Gb over 1 Terabyte per month	500 Gb = no charge 1 Tb = no charge 2 TB = \$50 / month

Network Connectivity Fee	\$100 per month, flat fee.
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If you are interested in pursuing this capability for your organization, please contact Linda Gannon at (561) 355-2844 or lgannon@pbcgov.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson - Atlanta 2002 Summit Blvd. Suite 900 Atlanta GA 30319	CONTACT NAME: Priscilla Smith, CISR	
	PHONE (A/C, No, Ext): (678) 539-4800 FAX (A/C, No): (678) 539-4890 E-MAIL ADDRESS: psmith@beechercarlson.com PRODUCER CUSTOMER ID #: 00012156	
INSURED The Raymond F. Kravis Center for the Performing Arts, Inc. 701 Okeechobee Blvd. West Palm Beach FL 33401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co of AM	25666
	INSURER B: Charter Oak Fire Insurance Co	25615
	INSURER C: Travelers Prop Cas Co of AM	25674
	INSURER D: Travelers Cas & Surety of AM	31194
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 10-11 All Coverages REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6602489N542-11	3/15/2011	3/15/2012	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
GENL AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$	
B	AUTOMOBILE LIABILITY			8102489N542-11	3/15/2011	3/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS						Business Auto \$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP2489N542-11	3/15/2011	3/15/2012	EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	DEDUCTIBLE							\$ 1,000,000
	RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JB2487N419-11	3/15/2011	3/15/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County is named as an additional insured as required by written contract or agreement.

CERTIFICATE HOLDER Palm Beach County 301 North Olive Ave. West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Hessel/MCOX <i>Robert Hessel</i>

ACORD 25 (2009/09)
INS025 (200909)

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ATTACHMENT #3