





*Continued from Page 1...*

**Background and Justification:** Agreement R2011-0546 between the parties allows for contract Termination for Convenience within Section 11. This contract is being terminated on good terms by mutual agreement of both parties as described in the attached Notice of Termination of Contract letter dated May 15, 2014 with termination effective May 31, 2014. The County has limited space at NWRDC and can only offer a virtual server hosting environment at this time. The Kravis Center chose to relocate their Disaster Recovery (DR) facilities to Lee County in order to utilize their own physical servers and obtain the additional space needed for their DR program. Under this agreement, the County will continue to provide network connection via the FLR for the Kravis Center to access their remote DR site. Palm Beach County will also continue to provide Internet Service to the Kravis Center.

Since 2008, the Board of County Commissioners has approved network services agreements with more than 40 government, education and non-profit organizations. These agreements provide access to the Florida LambdaRail and commodity pricing for internet access, which reduces the costs and increases network bandwidth for the County and all interconnected organizations. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. A list of all existing ISS service agreements with external agencies is included as Attachment 4.



**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**

- Priscilla A. Taylor, Mayor
- Paulette Burdick, Vice Mayor
- Hal R. Valeche
- Shelley Vana
- Steven L. Abrams
- Mary Lou Berger
- Jess R. Santamaria

**County Administrator**

Robert Weisman

May 15, 2014

The Raymond F. Kravis Center  
for the Performing Arts, Inc.  
Attn: Judith Mitchell, CEO  
701 Okeechobee Boulevard  
West Palm Beach, FL 33401

SUBJECT: Notice of Termination of Contract R2011-0546

Please consider this letter as our Notice of termination of the attached contract, Resolution 2011-0546 dated April 5, 2011, between The Raymond F. Kravis Center for the Performing Arts, Inc. (Kravis Center) and Palm Beach County on good terms officially ending on May 31, 2014. The original agreement allows this type of termination in Section 11: Termination for Convenience. The reason for termination was due to the Kravis Center switching their server hosting and file storage to Lee County, no longer requiring these services from Palm Beach County. Please provide acknowledgement below that this contract is hereby terminated by mutual agreement then return this original letter within the enclosed envelope to Palm Beach County.

PALM BEACH COUNTY

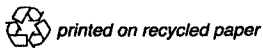
THE RAYMOND F. KRAVIS CENTER FOR  
THE PERFORMING ARTS, INC.

By: Steve Bordelon  
Steve Bordelon, Director

By: Judith Mitchell  
Judith Mitchell, CEO

Attachment: Contract R2011-0546

"An Equal Opportunity  
Affirmative Action Employer"



## Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between The Raymond F. Kravis Center for the Performing Arts, Inc., a Florida Non-Profit corporation, Federal Employer ID #592245054, ("Kravis Center"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

This Agreement rescinds and replaces existing Agreements R2010-0278, dated 2/23/2010 and R2010-1313, dated 8/17/2010.

**WITNESSETH THAT:**

**WHEREAS**, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Kravis Center sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Kravis Center funders; 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 IT resources and establishes policies for their 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 Kravis Center for the purposes described in the attached Exhibit A.

**Section 2    Approval**

The County approves of the Kravis Center'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 Kravis Center by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Kravis Center in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the 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 Kravis Center 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 for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

**Section 7    Indemnification and Hold Harmless**

The Kravis Center 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, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Kravis Center.

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 Kravis Center and the County authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 10   Miscellaneous**

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

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

**Section 11    Notice**

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

To: **KRAVIS CENTER:**

**Attention:**            The Raymond F. Kravis Center for the Performing Arts, Inc.  
                              Judith Mitchell, CEO  
                              701 Okeechobee Boulevard  
                              West Palm Beach, FL 33401  
                              (Telephone: 561-833-8300)

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

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



**Section 12 Entire Agreement**

This Agreement represents the entire agreement between the 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 13 [Omitted]**

**Section 14 Participation**

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

**Section 15 Venue for Dispute Resolution**

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

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**Section 18 Nondiscrimination**

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

information.

**Section 19 Access and Audits**

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

**Section 20 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 Kravis Center, 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 21 Regulations, Licensing Requirements**

The Kravis Center 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 Kravis Center 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.

**ATTEST:**

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

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

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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Paul F. J.  
County Attorney

By: Steve Bordelon  
Steve Bordelon, Director, ISS

**The Raymond F. Kravis Center for the Performing Arts, Inc.**

@  
By: Judith Mitchell  
Judith Mitchell, CEO

## **EXHIBIT A**

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

The purpose of this Exhibit is to delineate the network services to be provided to The Raymond F. Kravis Center for the Performing Arts, Inc. ("Kravis Center") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Kravis Center in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 2/23/2010.

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

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

County shall provide the Kravis Center 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 the County and Kravis Center owned facilities. The Kravis Center 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 Kravis Center.

Should the County perform repair and maintenance functions on behalf of the Kravis Center, it is with the understanding that the County's responsibility extends only to the Kravis Center "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Kravis Center'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 Kravis Center demarcation point(s). Entrance facilities at Kravis Center owned locations from the road to demarcation point belong to the Kravis Center, 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 Kravis Center. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Kravis Center 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 Kravis Center owned electronics or other equipment.

The County shall provide maintenance to the County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The County shall abide by agreed upon security requirements of the 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.

**Section C: Network Equipment Ownership**

The County, as represented by the County, shall own all of its network equipment and assets. The Kravis Center 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 Kravis Center 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 Kravis Center 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 Kravis Center shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the Kravis Center 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 Kravis Center require the network to be upgraded, the Kravis Center 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 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 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 Kravis Center. However, should any equipment owned by the Kravis Center render any harmful interference to the County's network equipment, The County may disconnect any or all Kravis Center owned network connections after informing the Kravis Center'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 Kravis Center 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 will include:**

1. ongoing maintenance of connectivity to the demarcation point(s);

*Re: Palm Beach County Network Services*

2. central network security at the County router port that feeds the Kravis Center network router connection;

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

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on the 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. Kravis Center 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 the Kravis Center 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 Kravis Center technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Kravis Center.



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

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS Director, or designee, for action. The Kravis Center 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 Kravis Center. The Kravis Center 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 Kravis Center 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 Kravis Center's site.

The Kravis Center 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 Service**

The County will provide the Kravis Center 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 Kravis Center.

In the event that Network 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 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 Kravis Center's IT support staff. If the Kravis Center'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 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.

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

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

Kravis Center owned facility. The Kravis Center shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible. The County shall supply the Kravis Center with a list of authorized County employees who will carry in their possession badges for identification purposes.

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

**Section M: Issue Escalation Contacts**

**Palm Beach County ISS**

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

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

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

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

**Kravis Center Information Services**

Andrew J. Segaloff  
Senior Director, Information Technology & Analysis  
561-651-4250 (office)

**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 Kravis Center.

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 Kravis Center's building. The Kravis

Center 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 Kravis Center quarterly.

<b>Kravis Center Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
701 Okeechobee Blvd, West Palm Beach, FL 33401 (Internet 10Mb)	2/23/2010	100Mb	\$0	\$820*	\$100	\$11,040
	8/17/2010	wireless nodes	\$0	\$880	\$0	\$10,560
	6/1/2014**	Lee County hand-off	\$0	\$100	\$0	\$1,200
<b>TOTALS</b>			<b>\$0</b>	<b>\$1,800</b>	<b>\$100</b>	<b>\$22,800</b>

**Explanation of Charges:**

**Installation Charges** – No installation charges due from the Kravis Center.

**Monthly County Charges** – The monthly charge paid by the Kravis Center based on the County Rate Sheets for network services.

\* The effective date for this rate change is August 1, 2014.

\*\* This new service went into effect following termination date of May 31, 2014 for contract R2011-0546, dated 4/5/2011.

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

**Yearly Charges** – The total annual recurring charges, excluding installation charges, paid by the Kravis Center.

The County has received approvals from the FLR for the Kravis Center 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 Kravis Center 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 Director may, at the Director's discretion, permit staff resources to assist the Kravis Center 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 Kravis Center is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Kravis Center. The Kravis Center 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.



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

Task Order #:

Original Agreement #R:

Organization requesting services: The Raymond F. Kravis Center for the Performing Arts, Inc.

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

THE RAYMOND F. KRAVIS CENTER FOR  
THE PERFORMING ARTS, INC.

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

\_\_\_\_\_  
Name, Title

R2011 05 46  
Agreement

This Agreement ("Agreement") for Server Hosting and Data Storage Services is entered into this \_\_\_\_\_ day of APR 05 2011, 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, 11<sup>th</sup> 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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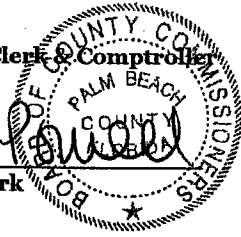


**Section 24 Signatories to the Agreement**

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: *Sharon R. Bock*  
Deputy Clerk



R2011 05 46 APR 05 2011

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

By: *Karen T. Marcus*  
Karen T. Marcus, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *Paul F. S.*  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

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;

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:

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

**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.

## Agreement

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Raymond F. Kravis Center for the Performing Arts, Inc. (the "Non-Profit"), and Palm Beach County (the "County").

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### WITNESSES THAT:

**WHEREAS**, the Non-Profit and the County have recognized the need for the Non-Profit to connect to the County's Network ("Network") for the purpose of utilizing the County as the Non-Profit's Internet Service 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 Non-Profit have demonstrated needs for Network connectivity, and both parties are stewards of public funds and private donations, 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 public services will result from the County and the Non-Profit utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit funders; and

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

**WHEREAS**, in recognizing these facts, the Non-Profit 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**

**Section 1 Purpose**

The purpose of this Agreement is to interconnect the Non-Profit to the County's Network for the purposes described in Exhibit "A". The Network is defined as 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 Non-Profit and other third parties who enter into appropriate licensing agreements with the County.

**Section 2 Approval**

The County approves of the Non-Profit's participation in the use of the County's wide area network and 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 Network Connection**

The Non-Profit will be provided with a fiber connection and sufficient bandwidth capacity to meet the Non-Profit's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). The Non-Profit 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 purposes of the Non-Profit, and all associated labor costs to connect to the Non-Profit's facility. Additionally, the Non-Profit shall pay for its calculated share of the operating costs associated with the County's network services delivered in accordance with Exhibit "A".



**Section 5    Resale of Network Services**

The Non-Profit shall not share or resell any portion of the County's network 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    County's 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 routes 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 Non-Profit facilities. The Non-Profit shall maintain that portion of its own network which exclusively serves its facilities.

The Network Services Division of the Department of Information Systems Services (ISS) shall monitor bandwidth utilization on any link between the County and the Non-Profit. The County shall provide the Non-Profit with access to the County's Network on a best-effort basis and as otherwise provided for herein. The County agrees to share its network monitoring tools to provide the Non-Profit's technical staff with the capability to monitor its portions of the Network, and perform local trouble shooting routines prior to escalating any service issue to ISS.

Should the County perform repair and maintenance functions on behalf of the Non-Profit, it is with the understanding that the County's responsibility extends only to the demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit's buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all network infrastructure to the point of the network equipment connection to the Non-Profit's facilities. Entrance facilities at the Non-Profit's locations from road to Demarcation Point belong to the Non-Profit 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, and the County routers installed at each Non-Profit site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit. 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 the Non-Profit's electronics or other equipment.

The County shall provide maintenance 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 Non-Profit. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

**Section 7 Service Level Agreement**

Roles and responsibilities of the County and Non-Profit 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 network connectivity.

**Section 8 Network Ownership**

The County shall own the Network. The Non-Profit shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify the 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 Non-Profit 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 9 Modifications to Network**

If the Non-Profit 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 30 calendar days prior to the date construction activities are expected to commence. Should the planned

activities of the Non-Profit require the Network to be upgraded, the Non-Profit shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by 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 Non-Profit 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 Non-Profit 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 10 Network Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit. However, should any equipment owned by the Non-Profit render any harmful interference to the County Network, ISS may disconnect any or all Non-Profit connections after informing the Non-Profit's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect the Non-Profit 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.

**Section 11 Termination for Convenience**

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the

terminating party shall pay all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

**Section 12 Indemnification and Hold Harmless**

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The Non-Profit and the County recognize their respective liability for certain tortuous acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. 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 Non-Profit and the County.

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, data bases, 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 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 Non-Profit 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 Non-Profit or the County, the owning party shall determine if the line will be repaired or replaced.

**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. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

**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: **Non-Profit:** The Raymond F. Kravis Center for the Performing Arts, Inc.  
**Attention:** Judith Mitchell, Chief Executive Officer  
701 Okeechobee Boulevard  
West Palm Beach, FL 33401

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

*Agreement Between Palm Beach County and the Kravis Center*

*Re: Interconnection to the Palm Beach County Network*

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

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With a copy to: Steve Bordelon, Director  
Information Systems Services  
301 N. Olive Avenue, 8<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: 561-355-2394

**Section 16 Entire Agreement**

This Agreement represents the entire agreement between the Non-Profit 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 Non-Profit 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**

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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 out.

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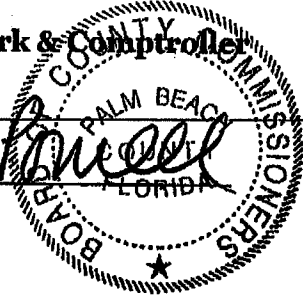
Section 22 Signatories to the Agreement

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

By: [Signature]  
Deputy Clerk



By: [Signature]  
Burt Aaronson, Chair

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
County Attorney

By: [Signature] 1/20/10  
Director, ISS

ATTEST FOR: The Raymond F. Kravis Center  
For the Performing Arts, Inc.

By: [Signature]  
Judith Mitchell, CEO



**EXHIBIT A**

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES  
SERVICE LEVEL AGREEMENT**

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The purpose of this Service Level Agreement is to identify the roles and responsibilities of ISS and the Non-Profit in carrying out the terms of the Agreement re: Interconnection to the Palm Beach County Network. This Service Level Agreement delineates the services to be provided by ISS, sets forth network 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 network 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 Network must be approved by both the County and the Non-Profit 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 connectivity to the demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds the Non-Profit'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. 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 maintenance;

7. Network security on ISS side of demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in the 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. Non-Profit Responsibilities**

1. All intra-building network maintenance and security of the facility;
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 Non-Profit-owned facilities;
6. The Non-Profit agrees to provide, where possible, network engineers or technicians to assist with all portions of network operations, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by Non-Profit staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit; and
7. The Non-Profit shall install network security hardware and software as specified by the County to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry. The Non-Profit will modify and enhance security procedures, hardware, and software as required by the County or to the satisfaction of the County ISS Department to prevent unauthorized access to the County Network.
8. The Non-Profit may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. The Non-Profit shall be advised of the disposition of the request within thirty

***Agreement Between Palm Beach County and the Kravis Center***

***Re: Interconnection to the Palm Beach County Network***

(30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the Non-Profit. The Non-Profit shall be responsible for all reasonable costs associated with requested changes to the Network services approved by the County, which approval shall not be unreasonably withheld.

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9. The Non-Profit will provide, at its expense, the following equipment and facilities at each Non-Profit location (if required):
  - 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 (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 City's site; and the Municipality shall periodically monitor to ensure temperatures are within acceptable limits.
10. The Non-Profit shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, the Non-Profit shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. The Non-Profit shall promptly pay for the County's reasonable charges which will be invoiced quarterly.

**III. Availability of the County Network Services**

The County will provide the Non-Profit with access to the County's 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 Non-Profit.

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In the event that network availability is documented by the County and declared by the Non-Profit to be less than 99.9% for two (2) consecutive months, the Non-Profit 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 Non-Profit's utilization of the Network to ensure sufficient capacity. Should the sustained usage exceed 60% for a period of 30 days or more, the County will initiate a bandwidth upgrade. Estimated upgrade completion time is within 60 days.

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

All service issues should be reported to the Non-Profit's IT support staff. If the Non-Profit'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 (355-4357). All service problems reported by the Non-Profit 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 Non-Profit is within one (1) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**V. Facility Access for Network Service and Maintenance**

The County shall coordinate with and obtain prior written approval from the Non-Profit's designee as to the time of any planned maintenance, repair, or installation work. However, the

**Agreement Between Palm Beach County and the Kravis Center**

**Re: Interconnection to the Palm Beach County Network**

Non-Profit 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 ISS personnel or contractors representing the County sign in prior to commencing any work, and sign out prior to leaving the facility.

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On weekends, holidays, or after normal business hours, the County's representative shall call the Non-Profit to report any emergency that requires access to any Non-Profit facility. The Non-Profit shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

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

The County represents that it has verified, prior to entering into this Agreement, that neither the County or 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 the Non-Profit facilities under the Agreement.

**VI. Problem Escalation Contacts:**

Palm Beach County ISS

Palm Beach County 24x7 Help Desk: 561-355-4357

Michael Butler, Director of ISS Network Services:  
561-355-4601 (office)  
561-722-0850 (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)  
561-713-3197 (cell)

Kravis Center for the Performing Arts, Inc.

Andrew J. Segaloff  
Senior Director, Information Technology & Analysis  
561-651-4250 (office)

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**VII. 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 Network Services provided to the Non-Profit. The usage fees for connection to the County's Network and Internet provisioning shall be a flat monthly fee of \$700 for the initial point of connection and \$500 per month for each additional point of connection with the first month fee pro-rated from the agreed cut-over date. Charges shall be assessed on a monthly basis, and the County will invoice the Non-Profit quarterly.

**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 Non-Profit in the execution of certain Information Technology responsibilities, assuming that the Non-Profit 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 Non-Profit which shall include a reference to the Agreement and identify the amounts due and payable to the County. The Non-Profit will pay such invoices within 30 days of presentation by the County. If the Non-Profit in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing

***Agreement Between Palm Beach County and the Kravis Center***

***Re: Interconnection to the Palm Beach County Network***

dispute within 30 days thereafter. Dispute resolution between the County and the Non-Profit shall be in accordance with Florida law.

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**FIRST AMENDMENT  
TO AGREEMENT BETWEEN  
RAYMOND F. KRAVIS CENTER for the PERFORMING ARTS, INC. (NON-PROFIT)  
And  
PALM BEACH COUNTY (COUNTY) for  
SHARED USE of PALM BEACH COUNTY FIBER NETWORK**

**THIS FIRST AMENDMENT** is made and entered into this 17<sup>th</sup> day of August, 2010, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and the Raymond F. Kravis Center for the Performing Arts, Inc., (the "NON-PROFIT").

**WHEREAS**, the parties have entered into that certain Contract dated February 23, 2010, hereinafter referred to as the "CONTRACT", under which the COUNTY is to provide network connection services to the NON-PROFIT, as more specifically set forth in the EXHIBIT A of the agreement, "SERVICE LEVEL AGREEMENT" and modified in Amendment One below; and;

**WHEREAS**, the NON-PROFIT and the COUNTY agree that the NON-PROFIT requests the provision of wireless network connectivity as an additional service from the COUNTY and;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. AMENDMENT ONE, SECTION 4, NETWORK CONNECTION, substitute the following in its entirety:

The NON-PROFIT will be provided with a fiber connection and sufficient bandwidth to meet the NON-PROFIT'S network requirements for both wired and wireless service requirements as specified in the attached Service Level Agreement, "Exhibit A". The NON-PROFIT 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 purposes of the NON-PROFIT, and all associated labor costs to connect to the NON-PROFIT'S facility. Additionally, the NON-PROFIT shall pay for its calculated share of the operating costs for wired and wireless costs associated with the COUNTY'S network services delivered in accordance with Exhibit "A".

2. AMENDMENT ONE, SECTION 9, MODIFICATIONS TO NETWORK, add the following at end of existing section:



Should the NON-PROFIT and the COUNTY agree that modifications or additions to the existing network equipment configuration at the NON-PROFIT'S locations become necessary at any time during the life of this agreement, the COUNTY shall be responsible for the specification of such modified or added equipment and shall procure and install the required equipment. The NON-PROFIT agrees to promptly reimburse the COUNTY for said equipment purchases and installations upon presentation of invoice by the COUNTY according to the provisions in EXHIBIT A.

3. AMENDMENT ONE, EXHIBIT A, SECTION VII, FEES and CHARGES for NETWORK CONNECTIVITY and RELATED SERVICES, add the following at end of existing section:

The fees associated with provision of wireless services by the COUNTY shall be calculated at the rate of \$40 per month per installed and operational wireless access point. The initial access point count will be agreed upon between the COUNTY and the NON-PROFIT upon establishment of wireless service to the NON-PROFIT. Any modification to the number of access points installed and operational shall be agreed upon between the COUNTY and the NON-PROFIT and the periodic billing to the NON-PROFIT will be revised accordingly.

4. AMENDMENT ONE, Addition of Sections 22 & 23, below:

Section 22 Nondiscrimination: Palm Beach County 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 Palm Beach County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud solely in relation 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.

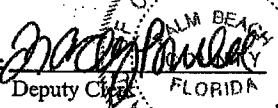
4. All other provisions of said CONTRACT, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

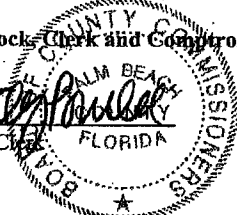
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IN WITNESS THEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and NON-PROFIT has set its hand the day and year above written.

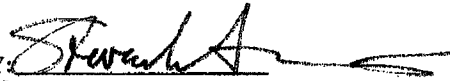
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ATTEST:  
Sharon R. Bock, Clerk and Comptroller

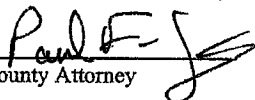
BY:   
Deputy Clerk



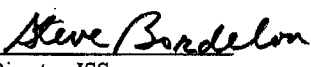
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY:   
Burt Aaronson  
Chair Steven L. Abrams

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

BY:   
Director, ISS

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

BY:   
Judith Mitchell, CEO

**ISS Service Agreements with External Agencies**  
(June 2014)

**Municipalities**

1. Boynton Beach
2. Delray Beach
3. Greenacres
4. Juno Beach
5. Jupiter Beach
6. Lake Worth
7. Lantana
8. Palm Beach
9. Palm Beach Gardens
10. Riviera Beach
11. Village of Royal Palm Beach
12. West Palm Beach

**Educational Institutions**

1. Early Learning Coalition
2. Florida Atlantic University
3. Lake Worth Christian School
4. Learning Excellence (Imagine) School
5. Oxbridge Academy
6. Palm Beach State College
7. School Board of Palm Beach County

**Non-Profit Organizations**

1. Alzheimer's Community Care
2. ARC of Palm Beach County
3. Boca Raton Regional Hospital
4. Center for Family Services
5. Families First of PBC
6. Jewish Federation of Palm Beach County
7. Kravis Center
8. Lupus Foundation of America
9. Lutheran Services Florida
10. Nonprofits First
11. Prime Time
12. South Florida Fair
13. Workforce Alliance

**Other Taxing Authorities**

1. Children's Services Council
2. Health Care District
3. Loxahatchee River Environmental Control District
4. Seacoast Utility Authority
5. South Florida Water Management District