

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

Meeting Date: July 19, 2011 ☒ **Consent** ☐ **Regular**
 ☐ **Public Hearing** ☐ **Workshop**

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Network service agreements with two (2) non-profit organizations; A) \$700 per month Point-of-Connection (POC) Fee for Oxbridge Academy Foundation, Inc.; and B) \$700 per month POC Fees for the Jewish Federation of Palm Beach County for the initial network connections for these organizations. These agreements are anticipated to generate revenues of \$16,800 for an initial term of one (1) year, with automatic (1) year renewals unless notice given by any party.

Summary: The above referenced non-profit organizations (NPO) wish to connect to the Palm Beach County network in order to receive broadband Internet access at the stated monthly rates. Each NPO will have a separate POC to the Palm Beach County fiber network. The County's Information Systems Services (ISS) Department will be responsible for providing Internet services to these organizations. Although each NPO is a separate entity, both share a common campus located along Military Trail and Community Drive in West Palm Beach. Both are registered 501(3)(c) non-profit organizations which, along with government, education and health care organizations in Palm Beach County, are eligible to join the County's network. The NPO's agree to reimburse the County for fiber optic cable construction costs, estimated to be \$33,822.50. The County will not incur any costs associated with this project other than staff time involved in planning and managing the project. These agreements are similar to existing agreements with other non-profit organizations as well as interlocal agreements with various local governments for network services. District 2 (PFK)

Background and Justification: This Agreement will enable the NPOs to join the other entities that elected to enter into network sharing agreements with the County. ISS has promoted the concept of IT service collaboration through seminars and workshops attended by numerous public sector and non-profit organizations. These events focused on the benefits of shared services, including greater network bandwidth, reduced costs, and opportunities to obtain IT-related services, including Internet access and connectivity to remote disaster recovery sites.

(Continued on page 3...)

Attachments:

1. Agreement with the Oxbridge Academy Foundation, Inc. (3 originals)
2. Agreement with the Jewish Federation of Palm Beach County (3 originals)

Recommended by:

Steve Bordelon

Department Director

7/11/2011

Date _____

Approved by:

W. H. Jones

County Administrator

7/14/11

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|-------------------------------------|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Capital Expenditures | \$33,823 | 0 | 0 | 0 | 0 |
| Operating Costs | 0 | 0 | 0 | 0 | 0 |
| External Revenues | <u>(\$36,343)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> |
| Program Inc (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>(\$2,520)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> | <u>(\$16,800)</u> |
| # Additional FTE | | | | | |
| Positions (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Is Item Included in Proposed Budget | Yes <u>X</u> | No <u> </u> | | | |
| Budget Acct Number(s): | Fund <u>0001</u> | Dept. <u>490</u> | Unit <u>1300</u> | Rev Src <u>4900</u> | |

B. Recommended Sources of Funds / Summary of Fiscal Impact

Assumes an 8/8/2011 start date for network services

C. Department Fiscal Review:

Robert Beal 6/30/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. & Control Comments:

N. Chan 7/5/2011 Dr. J. Jacoby 7/15/11
 SO 6/30/11 OFMB 2-6/30/11 Contract Administration
 7-14-11 B. Wheeler

B. Legal Sufficiency:

Paul F. 7/15/11
 Assistant County Attorney

These Agreements comply with our review requirements. ISS is obtaining the required insurance certificate from Athridge Academy.

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification: *(Continued from page 1)*

The County's fiber optic network and connection to the LambdaRail is a valuable resource offered to all qualifying organizations, including government, education, health care, and non-profits. The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state universities and is jointly owned by these same universities, including Florida Atlantic University and Palm Beach State College.

On April 15, 2008, the Board of County Commissioners approved the execution of a contract between Palm Beach County and the Florida LambdaRail, LLC. The County utilizes this connection to provide faster broadband services for Internet access while reducing the annual costs of Internet service. The LambdaRail also facilitates disaster recovery programs and expands access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other educational, local government, and non-profit organizations interested in linking to the LambdaRail. Palm Beach County was the first local government to connect to the LambdaRail and our contract enables the County to serve as a reseller of network access to the LambdaRail.

The Jewish Federation has two other locations that they anticipate bringing onto the County Network during the next year. One location is in Boynton Beach and the other in Palm Beach Gardens. They are also looking to build a new facility in a North County location they anticipate connecting to this network.

Faster Internet response time, access to offsite (backup) computing facilities, and a lower cost of service provide strong incentives for other public sector and non-profit organizations to join the County's network. Existing network service agreements include the major educational institutions in Palm Beach County, six municipalities, several non-profit organizations, and other taxing authorities, including the Health Care District, Children's Services Council and South Florida Water Management District. Discussions are currently underway to execute additional interlocal agreements with the Arc of Palm Beach County, the Town of Lantana, the Village of Wellington, and the Loxahatchee River District.

The cost savings factor is especially important under the current economic conditions which are forcing budget cutbacks in taxpayer-funded organizations

*Agreement with Palm Beach County and the Oxbridge Academy Foundation, Inc.
Re: Interconnection to the Palm Beach County Network*

Agreement

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2011, with the Oxbridge Academy Foundation, Inc., a Florida Non-Profit corporation, Federal Employer ID #94-343-5402, ("Oxbridge Academy"), and Palm Beach County (the "County"), a political subdivision of the State of Florida.

WITNESSES THAT:

WHEREAS, Oxbridge Academy and the County have recognized the need for Oxbridge Academy to connect to the County's Network ("Network") for the purpose of utilizing the County as their Internet Service. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, the County and Oxbridge Academy have demonstrated needs for Network connectivity, and both parties are 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 Oxbridge Academy utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Oxbridge Academy; and

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

WHEREAS, in recognizing these facts, Oxbridge Academy 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 with Palm Beach County and the Oxbridge Academy Foundation, Inc.
Re: Interconnection to the Palm Beach County Network*

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to interconnect Oxbridge Academy 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, Oxbridge Academy and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of the Oxbridge Academy'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

Oxbridge Academy will be provided with a fiber connection and sufficient bandwidth capacity to meet Oxbridge Academy's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). Oxbridge Academy 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 Oxbridge Academy, and all associated labor costs to connect to Oxbridge Academy's facility, and the monthly Usage Fee as set forth in Exhibit "A".

Section 5 Resale of Network Services

Oxbridge Academy 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.

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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 Oxbridge Academy facilities. Oxbridge Academy shall maintain that portion of its own network which exclusively serves its facilities.

The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and Oxbridge Academy. The County shall provide Oxbridge Academy 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 Oxbridge Academy'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 Oxbridge Academy, 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 Oxbridge Academy'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 Oxbridge Academy's facilities. Entrance facilities at Oxbridge Academy's locations from road to Demarcation Point belong to Oxbridge Academy 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 Oxbridge Academy site. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by Oxbridge

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Academy. 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 Oxbridge Academy's electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for the repair services when deemed necessary. The County shall abide by agreed upon security requirements of Oxbridge Academy. 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 Oxbridge Academy 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. Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy require the Network to be upgraded, Oxbridge Academy shall be solely responsible for payment of all costs associated with such modifications, unless

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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 Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy. However, should any equipment owned by Oxbridge Academy render any harmful interference to the County Network, ISS may disconnect any or all Oxbridge Academy connections after informing Oxbridge Academy's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect Oxbridge Academy 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 can not occur and the County determines that such disconnection shall become permanent, Oxbridge Academy 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 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

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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 Oxbridge Academy shall protect, defend, reimburse, indemnify and hold Palm Beach 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 Oxbridge Academy.

Section 13 Insurance

Oxbridge Academy agrees to maintain sufficient general liability insurance 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 of Oxbridge Academy.

- A. Oxbridge Academy 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. Oxbridge Academy 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 Oxbridge Academy are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Oxbridge Academy under the contract.
- B. **Commercial General Liability:** Oxbridge Academy 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. Oxbridge Academy shall provide this coverage on a primary basis.

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- C. **Additional Insured:** Oxbridge Academy shall endorse the County as an Additional Insured with a CG 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." Oxbridge Academy shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation:** Oxbridge Academy hereby waives any and 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 Oxbridge Academy 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 Oxbridge Academy enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance:** Prior to execution of this Contract, Oxbridge Academy shall deliver to the County's representative as identified in Article 16, 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, Oxbridge Academy may satisfy the minimum limits required above for either 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

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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 14 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 network, including utility pole replacement, exceeds 50% of the original installation costs, this Agreement is automatically terminated unless the governing bodies of both Oxbridge Academy 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. Should the Network sustain damage to an Auxiliary Route used only by either Oxbridge Academy or the County, the owning party shall determine if the line will be repaired or replaced.

Section 15 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

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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 16 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: Oxbridge Academy Attention: Mark Bodner, Director of Technology
Oxbridge Academy Foundation, Inc.
3151 North Military Trail
West Palm Beach, FL 33409

With a copy to:

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

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

Section 17 Entire Agreement

This Agreement represents the entire agreement between Oxbridge Academy 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

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by written agreement signed by both Agencies. This Agreement shall be binding upon Oxbridge Academy and the County and their respective successors and assigns.

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 by the County.

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 Oxbridge Academy, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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.

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Section 24 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Paul F. J.
County Attorney

By: Steven Brudon Tyden
Director, ISS

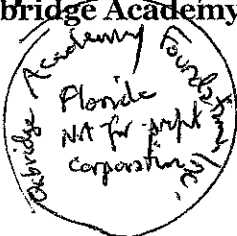
ATTEST: Oxbridge Academy Foundation, Inc.

By: Robert Parsons
Robert Parsons, President
Oxbridge Academy

(SEAL)

Witness

By: Steven Cohen
Steven Cohen, VP., (Printed Name)



Agreement with Palm Beach County and the Oxbridge Academy Foundation, Inc.
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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 Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy demarcation point(s);
2. Central network security will be maintained by ISS at the ISS router port that feeds Oxbridge Academy'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;

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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. Oxbridge Academy 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 Oxbridge Academy-owned facilities;
6. Oxbridge Academy 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 Oxbridge Academy staff to evaluate whether the cause of any system problem is associated with factors under the control of Oxbridge Academy; and
7. Oxbridge Academy 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. Oxbridge Academy 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. Oxbridge Academy may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. Oxbridge Academy shall be advised of the disposition of the request within

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thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites identified by Oxbridge Academy. Oxbridge Academy 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.

9. Oxbridge Academy will provide, at its expense, the following equipment and facilities at each Oxbridge Academy 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 Oxbridge Academy's site; and Oxbridge Academy shall periodically monitor to ensure temperatures are within acceptable limits.
10. Oxbridge Academy 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, Oxbridge Academy shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy.

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In the event that network availability is documented by the County and declared by Oxbridge Academy to be less than 99.9% for two (2) consecutive months, Oxbridge Academy 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 Oxbridge Academy'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 Oxbridge Academy's IT support staff. If Oxbridge Academy'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 355-6700. All service problems reported by Oxbridge Academy 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 Oxbridge Academy 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 Oxbridge Academy's designee as to the time of any planned maintenance, repair, or installation work. However, Oxbridge Academy 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.

On weekends, holidays, or after normal business hours, the County's representative shall call Oxbridge Academy to report any emergency that requires access to any Oxbridge Academy

Agreement with Palm Beach County and the Oxbridge Academy Foundation, Inc.
Re: Interconnection to the Palm Beach County Network

facility. Oxbridge Academy shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

The County shall supply Oxbridge Academy with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to Oxbridge Academy 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 or Section 1012.467 shall have access to Oxbridge Academy facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

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)
561-386-6239 (cell)

Oxbridge Academy

Hours of Operation:
Emergency Contact Number:

Mark Bodner, Director of Technology
561-

*Agreement with Palm Beach County and the Oxbridge Academy Foundation, Inc.
Re: Interconnection to the Palm Beach County Network*

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's Network Services provided to Oxbridge Academy. The usage fees for the provision of Server Hosting services as described in Exhibit "A" to this Agreement are shown in the table below:

| Table 1 Oxbridge Academy Network Charges Matrix | | | | |
|---|--------------------------------|------------------------------------|---------------------|--------------------------|
| Service Category | Est. Service Start Date | Estimated Installation (\$) | Monthly (\$) | Yearly Total (\$) |
| Network Connection(s) | | | | |
| 3151 North Military Trail West Palm Beach, FL 33409 | 8/8/2011 | \$33,822.50 ** | \$700 | \$8,400 |
| TOTALS - | | \$33,822.50** | \$700 | \$8,400 |
| ** This is an estimated cost. The actual final cost for this construction will be billed to the customer as a one-time invoice based on the billing statement from the vendor for this work. This fee includes the construction cost for the entire campus at this location including the other two buildings occupied by (1) the Jewish Federation of Palm Beach County, and (2) the Arthur I. Meyer Jewish Academy. | | | | |



VIII. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist Oxbridge Academy in the execution of certain Information Technology responsibilities, with the assumption that Oxbridge Academy agrees to fully reimburse the County for these services at a rate of \$125.00 per hour. Construction costs incurred by the County will be billed to Oxbridge Academy at cost.

The County shall submit quarterly invoices to Oxbridge Academy which shall include a reference to the Agreement and identify the amounts due and payable to the County. Oxbridge Academy will pay such invoices within 30 days of presentation by the County. If Oxbridge Academy in good faith disputes any portion of a charge, the County shall be provided with written notice of

Agreement with Palm Beach County and the Oxbridge Academy Foundation, Inc.
Re: Interconnection to the Palm Beach County Network

the billing dispute within 30 days thereafter. Dispute resolution between the County and Oxbridge Academy shall be in accordance with Florida law.

| | | | | | |
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| <u>Florida Non Profit Corporation</u> | | | | | |
| OXBRIDGE ACADEMY FOUNDATION, INC. | | | | | |
| <u>Filing Information</u> | | | | | |
| Document Number | N08000007288 | | | | |
| FEI/EIN Number | 943435402 | | | | |
| Date Filed | 08/01/2008 | | | | |
| State | FL | | | | |
| Status | ACTIVE | | | | |
| Last Event | NAME CHANGE AMENDMENT | | | | |
| Event Date Filed | 03/08/2011 | | | | |
| Event Effective Date | NONE | | | | |
| <u>Principal Address</u> | | | | | |
| 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| <u>Mailing Address</u> | | | | | |
| 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| <u>Registered Agent Name & Address</u> | | | | | |
| CLARK, DAVID W 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| <u>Officer/Director Detail</u> | | | | | |
| Name & Address | | | | | |
| Title DPCE | | | | | |
| PARSONS, ROBERT C C/O 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| Title D | | | | | |
| KOCH, WILLIAM I 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| Title DS | | | | | |
| CALLAHAN, RICHARD P 1601 FORUM PLACE, SUITE 1400 WEST PALM BEACH FL 33401 | | | | | |
| Title D | | | | | |

SIMSES, ROBERT
1601 FORUM PLACE, SUITE 1400
WEST PALM BEACH FL 33401

Title DVP

COHEN, STEVEN
1601 FORUM PLACE, SUITE 1400
WEST PALM BEACH FL 33401

Title T

WEGER, JOHN C
1601 FORUM PLACE SUITE 307
WEST PALM BEACH FL 33401

Annual Reports

Report Year Filed Date

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| 2009 | 03/26/2009 |
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*Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network*

Agreement

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of _____, 2011, with the Jewish Federation of Palm Beach County, a Florida Non-Profit corporation, Federal Employer ID #59-094-8696, ("Jewish Federation"), and Palm Beach County (the "County"), a political subdivision of the State of Florida.

WITNESSES THAT:

WHEREAS, Jewish Federation and the County have recognized the need for Jewish Federation to connect to the County's Network ("Network") for the purpose of utilizing the County as Jewish Federation's Internet Service Provider. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A"; and

WHEREAS, the County and Jewish Federation have demonstrated needs for Network connectivity, 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 Jewish Federation utilizing a common network infrastructure rather than duplicating facilities and increasing the cost burden borne by both the County and Jewish Federation; and

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

WHEREAS, in recognizing these facts, Jewish Federation 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 with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to interconnect Jewish Federation 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, Jewish Federation and other third parties who enter into appropriate licensing agreements with the County.

Section 2 Approval

The County approves of Jewish Federation'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

Jewish Federation will be provided with a fiber connection and sufficient bandwidth capacity to meet Jewish Federation's network service requirements specified in the attached Service Level Agreement (Exhibit "A"). Jewish Federation 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 Jewish Federation, and all associated labor costs to connect to Jewish Federation's facility, and the monthly Usage Fee as set forth in Exhibit "A".

Section 5 Resale of Network Services

Jewish Federation 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.

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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 Jewish Federation facilities. Jewish Federation shall maintain that portion of its own network which exclusively serves its facilities.

The Palm Beach County Information Systems Services Network Services Division (ISS) shall monitor bandwidth utilization on any link between the County and Jewish Federation. The County shall provide Jewish Federation 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 Jewish Federation'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 Jewish Federation, 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 Jewish Federation'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 Jewish Federation's facilities. Entrance facilities at Jewish Federation's locations from road to Demarcation Point belong to Jewish Federation 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 Jewish Federation site. The County shall have no obligation or right to

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

perform maintenance or restoration on any electronics or other equipment owned by Jewish Federation. 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 Jewish Federation's electronics or other equipment.

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

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

planned activities of Jewish Federation require the Network to be upgraded, Jewish Federation 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 Jewish Federation 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 Jewish Federation 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 Jewish Federation. However, should any equipment owned by Jewish Federation render any harmful interference to the County Network, ISS may disconnect any or all Jewish Federation connections after informing Jewish Federation's designated Point of Contact (POC) of the underlying reasons for the planned action to disconnect Jewish Federation 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 can not occur and the County determines that such disconnection shall become permanent, Jewish Federation 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 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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 Jewish Federation 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 their performance of the terms of this Agreement or due to the acts or omissions of the Jewish Federation.

Section 13 Insurance

Jewish Federation agrees to maintain sufficient general liability insurance 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 of Jewish Federation.

- A. Jewish Federation 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. Jewish Federation 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 Jewish Federation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Jewish Federation under the contract.
- B. **Commercial General Liability:** Jewish Federation 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

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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

- C. **Additional Insured:** Jewish Federation shall endorse the County as an Additional Insured with a CG 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." Jewish Federation shall provide the Additional Insured endorsements coverage on a primary basis.

- D. **Waiver of Subrogation:** Jewish Federation hereby waives any and 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 Jewish Federation 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 Jewish Federation enter into such an agreement on a pre-loss basis.

- E. **Certificate(s) of Insurance:** Prior to execution of this Contract, Jewish Federation shall deliver to the County's representative as identified in Article 16, 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, Jewish Federation may satisfy the minimum limits required above for either 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

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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 14 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 network, including utility pole replacement, exceeds 50% of the original installation costs, this Agreement is automatically terminated unless the governing bodies of both Jewish Federation 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. Should the Network sustain damage to an Auxiliary Route used only by either Jewish Federation or the County, the owning party shall determine if the line will be repaired or replaced.

Section 15 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 with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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 16 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: Jewish Federation Attention: Chris Malone, Executive IT Director
The Jewish Federation of Palm Beach County
4601 Community Drive
West Palm Beach, FL 33417

With a copy to:

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

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

Section 17 Entire Agreement

This Agreement represents the entire agreement between Jewish Federation 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

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

written agreement signed by both Agencies. This Agreement shall be binding upon Jewish Federation and the County and their respective successors and assigns.

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 by the County.

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 Jewish Federation, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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.

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

Section 24 Signatories to the Agreement

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

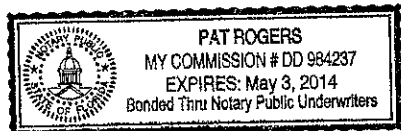
By: Paul F. [Signature]
County Attorney

By: Steve Bradelon [Signature]
Director, ISS

ATTEST: Jewish Federation of Palm Beach County (Jewish Federation)

By: Debra [Signature] 6/14/11
Debra Debbi Roshfeld
Jewish Federation of Palm Beach County, INC

(SEAL)



Witness

By: [Signature] PAT ROGERS
, (Printed Name)

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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 Jewish Federation 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 Jewish Federation 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 Jewish Federation'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;

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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. Jewish Federation 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 Jewish Federation-owned facilities;
6. Jewish Federation 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 Jewish Federation staff to evaluate whether the cause of any system problem is associated with factors under the control of Jewish Federation; and
7. Jewish Federation 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. Jewish Federation 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. Jewish Federation may request changes in network services. Requests for changes shall be submitted to the County ISS Director, or designee, for action. Jewish Federation shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

of Network services to additional sites indentified by Jewish Federation. Jewish Federation 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.

9. Jewish Federation will provide, at its expense, the following equipment and facilities at each Jewish Federation 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 Jewish Federation's site; and Jewish Federation shall periodically monitor to ensure temperatures are within acceptable limits.
10. Jewish Federation shall adhere to a documented plan of security stratgies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further, Jewish Federation shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. Jewish Federation 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 Jewish Federation 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 Jewish Federation.

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

In the event that network availability is documented by the County and declared by Jewish Federation to be less than 99.9% for two (2) consecutive months, Jewish Federation 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 Jewish Federation'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 Jewish Federation's IT support staff. If Jewish Federation'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 355-6700. All service problems reported by Jewish Federation 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 Jewish Federation 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 Jewish Federation's designee as to the time of any planned maintenance, repair, or installation work. However, Jewish Federation 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.

On weekends, holidays, or after normal business hours, the County's representative shall call Jewish Federation to report any emergency that requires access to any Jewish Federation

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

facility. Jewish Federation shall make reasonable efforts to arrange for access of County's personnel as quickly as possible.

The County shall supply Jewish Federation with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to Jewish Federation 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 or Section 1012.467 shall have access to Jewish Federation facilities under the Agreement.

VI. Problem Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

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)
561-386-6239 (cell)

Jewish Federation

Hours of Operation:
Emergency Contact Number:

Chris Malone, Executive IT Director
561-242-6685 (office)

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

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’s Network Services provided to Jewish Federation. The usage fees for the provision of Server Hosting services as described in Exhibit “A” to this Agreement are shown in the table below:

| TABLE 1 | | | | |
|---|--------------------|-----------------------------|--------------|-------------------|
| Jewish Federation of Palm Beach County Network Charges Matrix | | | | |
| Service Category | Service Start Date | Estimated Installation (\$) | Monthly (\$) | Yearly Total (\$) |
| Network Connection(s) | | | | |
| 4601 Community Drive West Palm Beach, FL | 8/8/2011 | \$0.00 ** | \$ 700 | \$ 8,400 |
| TOTALS - | | \$0.00 | \$ 700 | \$ 8,400 |
| ** Installation fees are being paid by Oxbridge Academy of the Palm Beaches under separate agreement. | | | | |

Agreement with Palm Beach County and Jewish Federation of Palm Beach County
Re: Interconnection to the Palm Beach County Network

VIII. Billing and Payment

The ISS Director may, at his/her discretion, permit staff resources to assist Jewish Federation in the execution of certain Information Technology responsibilities, with the assumption that Jewish Federation agrees to fully reimburse the County for these services at a rate of \$125.00 per hour. Construction costs incurred by the County will be billed to Jewish Federation at cost.

The County shall submit quarterly invoices to Jewish Federation which shall include a reference to the Agreement and identify the amounts due and payable to the County. Jewish Federation will pay such invoices within 30 days of presentation by the County. If Jewish Federation 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 Jewish Federation shall be in accordance with Florida law.



Jewish Federation
OF PALM BEACH COUNTY
Building Community Together

50TH
ANNIVERSARY
1962-2012

July 14, 2011

Palm Beach County Board of County Commissioners
C/O Steve Bordelon, Director, ISS
301 North Olive Ave, Rom 801.10
West Palm Beach, FL 33401

Please accept this letter as confirmation that I, Mark F. Levy, President of the Jewish Federation of Palm Beach County (Federation), a Florida Not-for-Profit Corporation, authorize Debra Roshfeld, Chief Operating Officer for the Federation, to negotiate the specific terms of all documents evidencing and securing that agreement for services between the Federation and the Palm Beach County Board of County Commissioners related to "Interconnection to the Palm Beach County Network".

Furthermore, Ms. Roshfeld is hereby authorized to execute any and all documents necessary in order to consummate and effectuate the terms of said contract with a financial commitment equal or less than \$10,000.

Thank you for your assistance in this matter.

Best Regards,

Mark Levy
President
Jewish Federation of Palm Beach County

2010-2011

EXECUTIVE COMMITTEE

PRESIDENT
Mark F. Levy

CHIEF EXECUTIVE OFFICER
Jeffrey L. Klein

VICE PRESIDENTS
Rick Baer
Linda Cortell Benjamin
Barry Feinberg
Bente S. Lyons
Hope Silverman

**VICE PRESIDENT/
ANNUAL CAMPAIGN CHAIR**
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SECRETARY
Gary S. Lesser

ASSISTANT SECRETARY
Tami Baldinger

TREASURER
Ira Gerstein

ASSISTANT TREASURER
Max Adler

AT LARGE
Dorothy Adler
* Norman P. Goldblum
* Helen G. Hoffman
* Barbara Kay
* Judith A. Levy
Craig Storch

**IMMEDIATE PAST
PRESIDENT**
* Arthur S. Loring

PAST PRESIDENT
* Arlene Kaufman

**WOMEN'S PHILANTHROPY
PRESIDENT**
Linda Cortell Benjamin

**WOMEN'S PHILANTHROPY
CAMPAIGN CHAIR**
Amy Jonas



**PLANNED GIVING &
ENDOWMENTS CHAIR**
Sanford M. Baklor

**COMMUNITY PLANNING &
ALLOCATIONS CHAIR**
Harold Simon

**JEWISH COMMUNITY
CAMPUS CORPORATION
PRESIDENT**
Ronald P. Pertnoy

* Past President

Building Community Together

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| No Events | | No Name History | | | |
| Detail by Entity Name | | | | | |
| Florida Non Profit Corporation | | | | | |
| JEWISH FEDERATION OF PALM BEACH COUNTY, INC. | | | | | |
| Filing Information | | | | | |
| Document Number 704911 | | | | | |
| FEI/EIN Number 590948696 | | | | | |
| Date Filed 12/11/1962 | | | | | |
| State FL | | | | | |
| Status ACTIVE | | | | | |
| Principal Address | | | | | |
| 4601 COMMUNITY DRIVE WEST PALM BEACH FL 33417 | | | | | |
| Changed 07/01/1991 | | | | | |
| Mailing Address | | | | | |
| 4601 COMMUNITY DRIVE WEST PALM BEACH FL 33417 | | | | | |
| Changed 07/01/1991 | | | | | |
| Registered Agent Name & Address | | | | | |
| KLEIN, JEFFREY L. 4601 COMMUNITY DRIVE WEST PALM BEACH FL 33417 US | | | | | |
| Name Changed: 05/21/1986 | | | | | |
| Address Changed: 03/05/1993 | | | | | |
| Officer/Director Detail | | | | | |
| Name & Address | | | | | |
| Title D | | | | | |
| LEVY, MARK 1601 FORUM PL STE 55 WEST PALM BCH FL 33401 US | | | | | |
| Title TD | | | | | |
| GERSTEIN, IRA 2405 OKEECHOBEE BLVD WEST PALM BEACH FL 33409 US | | | | | |
| Title VP | | | | | |
| DANENBERG, HAL 61 SAINT GEORGE PL PALM BEACH GARDENS FL 33418 US | | | | | |

Title S

LESSER, GARY S
101 NORTHPOINT PAKWY
WEST PALM BEACH FL 33407 US

Title VP

BAER, RICHARD
11360 N JOG FO SUITE 102
PALM BEACH GARDENS FL 33418

Title EVP

KLEIN, JEFFREY L.
7905 TENNYSON COURT
BOCA RATON FL US

Annual Reports

Report Year Filed Date

| | |
|------|------------|
| 2009 | 03/27/2009 |
| 2010 | 04/01/2010 |
| 2011 | 03/24/2011 |

Document Images

| | |
|---|--|
| 03/24/2011 -- ANNUAL REPORT | View image in PDF format |
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JEWISFED

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2011

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

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

| | | |
|---|---|----------------------------|
| PRODUCER | CONTACT NAME: Ryan Edelson | |
| The NIA Group, a MMA Agency 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406 | PHONE (A/C, No, Ext): 561-209-1687 | FAX (A/C, No): 866-75-1368 |
| | E-MAIL ADDRESS: redelson@niagroup.com | |
| | PRODUCER | |
| | CUSTOMER ID #: | |
| INSURED | INSURER(S) AFFORDING COVERAGE | |
| Jewish Federation of Palm Beach Inc. & Palm Beach Jewish Community Campus Corp. 4601 Community Drive West Palm Beach, FL 33417 | INSURER A : New Hampshire Insurance Company | 23841 |
| | INSURER B : Zenith Insurance Company | 13269 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES


CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | 01LX0092723764 | 09/01/2010 | 09/01/2011 | EACH OCCURRENCE \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$5,000 |
| | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | | | | | | GENERAL AGGREGATE \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | 01LX0092723764 | 09/01/2010 | 09/01/2011 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input type="checkbox"/> OCCUR | 01UD0002745074 | 09/01/2010 | 09/01/2011 | EACH OCCURRENCE \$25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$25,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> Y/N | Z069200104 | 06/30/2010 | 06/30/2011 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> N | | | | E.L. EACH ACCIDENT \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Jewish Federation shall provide the Additional Insured endorsements coverage on a primary basis in regards to Interconnection to the Palm Beach County Network.

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Palm Beach County Board of County Commissioners c/o Steve Bordelon, Director, ISS 301 North Olive Ave., Rm 801.10 West Palm Beach, FL 33401 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |