

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

Meeting Date: June 4, 2013

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: the Second Amendment to the Agreement (R 2011-1085) with The Jewish Federation of Palm Beach County, Inc. ("Jewish Federation") for a third connection to the Palm Beach County ("County") Regional Network located at 5221 Hood Road, Palm Beach Gardens, which will generate \$6,000 in first year revenue to the County.

Summary: The Jewish Federation is a non-profit organization which has an existing agreement with Palm Beach County for Network Services. The Jewish Federation wishes to amend this agreement to include network connectivity for a third location as described in the attached Second Amendment. The Jewish Federation will pay \$6,000 annually to the County for this additional network connection, as well as an estimated one-time \$12,500 cost for set up & installation. District 1 (PFK)

Background and Justification: Since 2008, the Board of County Commissioners has approved network services agreement with more than 30 government, education and non-profit organizations. These agreements provide access to the Florida LambdaRail and commodity pricing for Internet access which reduces costs and increases network bandwidth for the County and our partner public sector agencies. These shared services agreements currently generate more than \$500,000 in annual revenue which helps offset the County's costs of providing network services. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

The Florida LambdaRail LLC has previously approved the inclusion of the Jewish Federation to be connected to the Florida LambdaRail.

Attachments:

1. Second Amendment to Agreement (R2011-1085) with (3 originals)
2. Copy of Interlocal Agreement R2011-1085 dated July 19, 2011
3. Copy of First Amendment R2011-1817 dated November 15, 2011

Recommended by: Steve Bordecon 5-23-13
 Department Director Date

Approved by: [Signature] 5/13
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	\$12,500	0	0	0	0
Operating Costs	0	0	0	0	0
 External Revenues	<u>(\$14,000)</u>	<u>(\$6,000)</u>	<u>(\$6,000)</u>	<u>(\$6,000)</u>	<u>(\$6,000)</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>\$(1,500)*</u>	<u>\$(6,000)</u>	<u>\$(6,000)</u>	<u>\$(6,000)</u>	<u>\$(6,000)</u>
 # Additional FTE					
Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 Is Item Included in Current Budget	Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>		
Exp Budget Acct: Fund <u>3901</u>	Dept. <u>491</u>	Unit <u>1229</u>	Exp Obj <u>6405</u>		
Rev Budget Acct: Fund <u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	Rev Src <u>4900</u>		

*Assumes a July 1, 2013 start date for the activation of the network connection. First year revenues include reimbursement of capital costs plus 3 months network service fee.

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review:

Tom Beal 5/23/13

III. REVIEW COMMENTS

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

N. Dwan 5/23/2013
OFMB 5/23/13 5/23

Dr. J. Beal 5/24/13
Contract Administration
5-24-13 Beal

B. Legal Sufficiency:

Paul F. J. 5/24/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

**SECOND AMENDMENT
TO AGREEMENT BETWEEN
JEWISH FEDERATION OF PALM BEACH COUNTY, INC.
And
PALM BEACH COUNTY for
SHARED USE of PALM BEACH COUNTY FIBER NETWORK**

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2013, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and the Jewish Federation of Palm Beach County, Inc. (the "Jewish Federation").

WHEREAS, the parties have entered into that certain Agreement R2011-1085 dated July 19, 2011, as amended, hereinafter referred to as the "AGREEMENT", under which the COUNTY is to provide network connection services to the Jewish Federation, as more specifically set forth in the EXHIBIT A of the AGREEMENT, "SERVICE LEVEL AGREEMENT" and modified below in this Second Amendment; and;

WHEREAS, the Jewish Federation and the COUNTY agree that the Jewish Federation requests the provision of network connectivity at an additional location 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 follow terms and conditions:

Item #1:

Section 12 Indemnification and Hold Harmless, replace in its entirety:

The Jewish Federation 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 Jewish Federation.

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.

Item #2:

Section 13: Insurance: replace in its entirety:

Not Applicable

Item #3:

Section 23 Access and Audits: replace in its entirety:

The Jewish Federation 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 Jewish Federation's place of business.

Item #4:

Section 24 Signatories to the Agreement: remove this Section Title only for the signatories page. Add the following new section prior to the signatory page.

Section 24 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 Jewish Federation, 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.

Item #5:

Section 25 Regulations: Licensing Requirements: Add this new section

Jewish Federation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Jewish Federation 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.

(The rest of this page intentionally left blank)

Item #6:

EXHIBIT A, SECTION VII, Fees and Charges for Network Connectivity and Related Services, Table 1: replace in its entirety:

TABLE 1				
Jewish Federation of Palm Beach County, Inc. 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
8500 Jog Road Boynton Beach, FL	12/1/2011	\$5,000**	\$ 500	\$ 6,000
5221 Hood Road Palm Beach Gardens, FL	6/1/2013	\$12,500***	\$ 500	\$ 6,000
TOTALS -		\$17,500	\$ 1,700	\$ 20,400
<p>* This installation fee for 4601 Community Drive was paid by Oxbridge Academy of the Palm Beaches under separate agreement.</p> <p>** This installation fee for 8500 Jog Road was paid in full prior to this Second Amendment.</p> <p>*** This installation charge is an estimated cost. The actual final cost for this installation will be billed to the Non-Profit Organization as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p>COUNTY has received approvals from the FLR (Florida Lambda Rail) for the Jewish Federation to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.</p>				

Item #7:

EXHIBIT A, SECTION VIII: Billing and Payment: replace in its entirety:

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 the 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 the Jewish Federation 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.

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

ATTEST:
Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
County Attorney

BY: Steve Bordelon
Director, ISS

ATTEST FOR:
Jewish Federation of Palm Beach County, Inc.

BY: Debra Roshfeld
Debra Roshfeld
Jewish Federation of Palm Beach County, Inc.

Agreement

R 2011 JUL 19 10 35

This Agreement ("Agreement") for the Shared Use of the Palm Beach County Fiber Network is entered into this _____ day of JUL 19 2011, 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

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.

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

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

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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

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

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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

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

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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: 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

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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.

Section 24 Signatories to the Agreement

ATTEST:

R2011-1085 JUL 19 2011
Palm Beach County, Florida, By Its
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

By: [Signature]
Deputy Clerk

By: [Signature]
Karen T. Marcus, Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

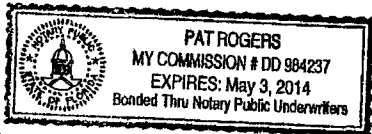
By: [Signature]
County Attorney

By: [Signature]
Director, ISS

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

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

(SEAL)



Witness

By: [Signature] Pat Rogers
, (Printed Name)

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;

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.

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)

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.				

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
Bary Feinberg
Bente S. Lyons
Hope Silverman

**VICE PRESIDENT/
ANNUAL CAMPAIGN CHAIR**
Hal Danenberg

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 Slorch

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

The Lola & Saul Kramer Federation Building on the Jeanne Levy Jewish Community Campus
4601 Community Drive, West Palm Beach, FL 33417
Telephone (561) 478-0700 • Fax (561) 478-9696

JewishPalmBeach.org

R 2011-18 17 NOV 15 2011

FIRST AMENDMENT
TO AGREEMENT BETWEEN
JEWISH FEDERATION OF PALM BEACH COUNTY, 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 15th day of November, 2011, be and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and the Jewish Federation of Palm Beach County, Inc. (the "NON-PROFIT").

WHEREAS, the parties have entered into that certain Agreement R2011-1085 dated July 19, 2011, hereinafter referred to as the "AGREEMENT", 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 network connectivity at an additional location 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 follow terms and conditions:

1. AMENDMENT ONE, EXHIBIT A, SECTION VII, Fees and Charges for Network Connectivity and Related Services, Table 1, substitute the following in its entirety:

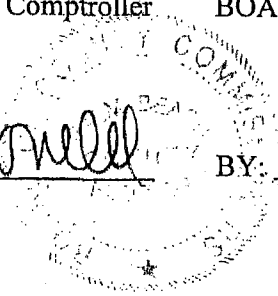
TABLE 1				
Jewish Federation of Palm Beach County, Inc. Network Charges Matrix				
Service Category	Service Start Date	Estimated Installation (\$)	Monthly (\$)	Yearly Total (\$)
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8500 Jog Road Boynton Beach, FL	12/1/2011	\$5,000**	\$ 500	\$ 6,000
TOTALS -		\$5,000.00	\$ 700	\$ 14,400
* Installation fees for the Community Drive location are being paid by Oxbridge Academy of the Palm Beaches under separate agreement.				
**Installation fees for the Jog Road location are being paid by the Jewish Federation.				

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.

R2011-1817 NOV 15 2011

ATTEST: Sharon R. Bock, Clerk and Comptroller PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Nancy Powell Deputy Clerk BY: Shelly Vana Chair Shelly Vana



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS:

BY: Paul F. J. County Attorney

BY: Steve Bordon Director, ISS

ATTEST FOR: Jewish Federation of Palm Beach County, Inc.

BY: Debra Roshfeld 10/19/11 Debbi Roshfeld Jewish Federation of Palm Beach County, Inc.

R2011-1817 NOV 15 2011

FIRST AMENDMENT
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JEWISH FEDERATION OF PALM BEACH COUNTY, INC. (NON-PROFIT)
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R2011.1817 NOV 15 2011

ATTEST: Sharon R. Bock, Clerk and Comptroller PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature: Nancy Powell] Deputy Clerk BY: [Signature: Shelly Vana] Chair Shelly Vana



APPROVED AS TO FORM AND LEGAL SUFFICIENCY APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature: Paul F.] County Attorney BY: [Signature: Steve Bordelon] Director, ISS

ATTEST FOR: Jewish Federation of Palm Beach County, Inc.

BY: [Signature: Debbi Roshfeld] 10/19/11 Debbi Roshfeld Jewish Federation of Palm Beach County, Inc.