

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/20/2019

Contract/Lease Control #: C18-2721-IT

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: CENTER FOR INTERNET SECURITY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/23/2018

Expiration Date: 08/22/2022W/RENEWALS

Description of Contract/Lease: ALBERT MONITORING SERVICES FOR INTERNET SECURITY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2020

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger 518-465-3591 CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 FAX (A/C, No): 518-465-3968 E-MAIL ADDRESS: sberger@austin-co.com INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Group of Insurance Cos. NAIC # 12777 INSURER B: Hartford Insurance Group 29424 INSURER C: Atlantic Specialty Ins. Co. 27154

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and E&O/Cyber.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if

Per Policy Terms, Conditions & Exclusions - Okaloosa County, their respective officials, employees and volunteers are included as additional insureds on the General Liability policy on a primary and non-contributory basis, but only with respect to the ongoing operations of the Named Insured. Waiver of Subrogation applies to the General Liability and Workers' (Con't)

CONTRACT: C18-2721-IT CENTER FOR INTERNET SECURITY, INC. ALBERT MONITORING SERVICES FOR INTERNET SECURITY EXPIRES: 08/22/2022 W/RENEWALS

CERTIFICATE HOLDER CANCELLATION Okaloosa County 5479A Old Bethel Road Crestview, FL 32536 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 [Signature]

NOTEPAD:

HOLDER CODE
INSURED'S NAME Center For Internet Security

CENTF6C
OP ID: LAS

PAGE 2
Date 12/30/2020

Compensation policies, if required by written contract.

Cancellations will be processed in accordance with policy provisions.



CENTF6C

OP ID: LAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2020

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PRODUCER Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	518-465-3591	CONTACT NAME: Shawn T. Berger	
		PHONE (A/C, No, Ext): 518-465-3591	FAX (A/C, No): 518-465-3968
		E-MAIL ADDRESS: sberger@austin-co.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Chubb Group of Insurance Cos.	12777
		INSURER B: Hartford Insurance Group	29424
		INSURER C: Atlantic Specialty Ins. Co.	
		INSURER D:	21121
		INSURER E:	
		INSURER F:	

INSURED **Center For Internet Security**
Al Szesnat
31 Tech Valley Drive
East Greenbush, NY 12061

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	3588-66-87 ECE	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7357-37-49	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WBCAC0018	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> E&O/Cyber			760-01-05-47-0000	01/01/2020	01/01/2021	E&O/Cyber 10,000,000
D	<input checked="" type="checkbox"/> Excess E&O			G71478087001	01/01/2020	01/01/2021	ExcessE&O 10,000,000

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

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CONTRACT#: C18-2721-IT
CENTER FOR INTERNET SECURITY, INC.
ALBERT MONITORING SERVICES FOR
INTERNET SECURITY
EXPIRES: 08/22/2022 W/RENEWALS

CERTIFICATE HOLDER

CANC

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE
INSURED'S NAME Center For Internet Security

CENTF6C
OP ID: LAS

PAGE 2
Date 02/10/2020

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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2721-IT Tracking Number: 345419
Procurement/Contractor/Lessee Name: CIS Grant Funded: YES ___ NO X
Purpose: albert monitoring services
Date/Term: 3yrs 1. GREATER THAN \$100,000
Amount: 22,320.00 2. GREATER THAN \$50,000
Department: IT 3. \$50,000 OR LESS
Dept. Monitor Name: Sambenedetto

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-25-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-14-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-25-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, July 25, 2019 2:44 PM
To: Jeffrey Hyde
Cc: DeRita Mason; Lynn Hoshihara
Subject: RE: Albert Monitoring Agreement C18-2721-IT

The scrutinized contractor language needs to be added.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Jeffrey Hyde <jhyde@myokaloosa.com>
Sent: Tuesday, July 23, 2019 1:15 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: Albert Monitoring Agreement C18-2721-IT

Please review the attached amendment for Legal sufficiency.
We are amending the term from annual to three (3) years.
First year (original) was a try and see – all parties are happy with services.
Also attached existing agreement, which allowed for annual renewals.
Thanks

Jeffrey A. Hyde
Purchasing Manager
Okaloosa County Purchasing
850-689-5960

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Denise Broadway <dbroadway@myokaloosa.com>
Sent: Tuesday, July 23, 2019 11:44 AM
To: Shirley Young <syong@myokaloosa.com>; Paul Lux <plux@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, August 14, 2019 3:52 PM
To: DeRita Mason
Subject: RE: Albert Monitoring Agreement C18-2721-IT

DeRita

Use the one with Errors and Omissions or Professional liability...that is what they currently carry.

thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, August 14, 2019 3:45 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Albert Monitoring Agreement C18-2721-IT

Should it be the one with the cyber?

Thank you,

DeRita

DeRita Mason

From: Dawn Harnish <Dawn.Harnish@cisecurity.org>
Sent: Friday, August 16, 2019 12:54 PM
To: Denise Broadway
Cc: DeRita Mason; Mark Perry
Subject: RE: Okaloosa County SOE, FL - 3-Year Albert Agreement - track # information included

Denise,

Our legal has approved adding the general insurance requirements to the Agreement. I have sent it to my manager to be signed. Once he has signed it, we will send it to you and you already have the COI so will be all set. Please send us a fully executed copy of the Agreement for our records.

Please send all emails for the next two weeks to cis_services@cisecurity.org as I will be out on vacation. Mark Perry will be responding to the emails (copied). Should you need to get a hold of him via the telephone, our team number is (518) 266-2088. Thank you.

Dawn Harnish
Cybersecurity Solutions Manager
dawn.harnish@cisecurity.org
(518) 880-0766



From: Denise Broadway <dbroadway@myokaloosa.com>
Sent: Thursday, August 15, 2019 12:12 PM
To: Dawn Harnish <Dawn.Harnish@cisecurity.org>
Cc: DeRita Mason <dmason@myokaloosa.com>; Mark Perry <Mark.Perry@cisecurity.org>
Subject: RE: Okaloosa County SOE, FL - 3-Year Albert Agreement - track # information included

Thank you Dawn!

Denise Broadway
Executive Assistant I
Okaloosa County Information Technology Department
1250 N Eglin Parkway, Suite 303, Shalimar, FL 32579
850-651-7570
dbroadway@myokaloosa.com

**AMENDMENT TO PURCHASE AGREEMENT FOR
ALBERT MONITORING SERVICES**

RECITALS

WHEREAS, Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, Supervisor of Elections of Okaloosa County, FL, with an address of 302 N. Wilson St., Ste. 102, Crestview, FL 32536-3474 ("Customer") and Okaloosa County, FL ("County") with its principal place of business at: 1250 N. Eglin Pkwy, Ste. 102, Shalimar, FL 32579 for Albert Monitoring Services, as defined herein below (CIS, Customer and County each a "Party" and collectively referred to as the "Parties"), entered into a Purchase Agreement for Albert Monitoring Services on August 23, 2018 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to update the term and pricing subject to the terms and conditions set forth below, said Amendment carrying an effective date of August 23, 2019.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Section III, Consideration, Payment Terms, subsection (A) is amended to add a new sentence at the end of the paragraph as follows:
The Parties agree that Customer shall pay to CIS an annual fee of \$7,440.00 for the three years constituting the term, for a total three year payment of \$22,320.00. This cost shall be remitted to CIS on an annual basis as set forth in subsection (C), below.
2. Section V, Term of this Agreement; Termination, subsection (A), is amended to revise the Term from a time period of twelve (12) months to a time period of thirty-six (36) months.
3. Except as otherwise amended herein, all remaining terms and conditions contained in the Agreement remain in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meaning attributed to them in the Agreement.
4. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, CIS, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above

or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 4, this Section 4 shall be null and void

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

CENTER FOR INTERNET SECURITY, INC.

By: [Signature]
Name: Steve Gold
Title: VP, Cybersecurity Solutions
Date: 8/8/19

OKALOOSA COUNTY SUPERVISOR OF ELECTIONS

By: [Signature]
Name: Pavi Lux
Title: SOE
Date: 13 Aug 19

OKALOOSA COUNTY

By: [Signature]
Name: Jeffrey A Hyde
Title: Purchasing Manager
Date: 08/14/2019

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

OKALOOSA COUNTY

- Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

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Date: 08-27-2018

Contract/Lease Control #: C18-2721-IT

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: CENTER FOR INTERNET SECURITY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/23/2018

Expiration Date: 08/22/2019 W/YEARLY RENEWALS

Description of Contract/Lease: ALBERT MONITORING SERVICES FOR INTERNET SECURITY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



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	INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Group of Insurance Cos. NAIC # 12777 INSURER B: Hartford Insurance Group 29424 INSURER C: Atlantic Specialty Ins. Co. INSURER D: Westchester Fire Insurance Co. 21121 INSURER E: INSURER F:			NAIC #
INSURED Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061				

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3588-66-87 ECE	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7357-37-49	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WBCAC0018	01/01/2019	01/01/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			760-01-05-47-0000	01/01/2019	01/01/2020	E&O 10,000,000
D	Excess E&O			G71478087001	01/01/2019	01/01/2020	Exess E&O 10,000,000

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

Per Policy Terms, Conditions & Exclusions - Okaloosa County, their respective officials, employees and volunteers are included as additional insureds on the General Liability policy on a primary and non-contributory basis, but only with respect to the ongoing operations of the Named Insured. Waiver of Subrogation applies to the General Liability and Workers' (Con't)

CONTRACT#: C18-2721-IT
CENTER FOR INTERNET SECURITY, INC.
ALBERT MONITORING SERVICES FOR INTERNET SECURITY
EXPIRES: 08/22/2019 W/YEARLY RENEWALS

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCEL 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

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Center For Internet Security**

CENTF6C
OP ID: LAS

PAGE 2
Date **03/12/2019**

Compensation policies, if required by written contract.

Cancellations will be processed in accordance with policy provisions.



C18-2721-IT

CENTF6C

OP ID: RRM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2019

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 have ADDITIONAL INSURED provisions or 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 Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger 518-465-3591		CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 FAX (A/C, No): 518-465-3968 E-MAIL ADDRESS: sberger@austin-co.com	
INSURED Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061		INSURER(S) AFFORDING COVERAGE:	
		INSURER A: Chubb Group of Insurance Cos.	NAIC #: 12777
		INSURER B: Hartford Insurance Group	NAIC #: 29424
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		3588-66-87 ECE	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(18) 7357-37-49	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WBCAC0018	01/01/2019	01/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may Per Policy Terms, Conditions & Exclusions - Okaloosa County, their respective officials, employees and volunteers are included as additional insureds on the General Liability policy on a primary and non-contributory basis, but only with respect to the ongoing operations of the Named Ins Waiver of Subrogation applies to the General Liability and Workers' (Con

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--	--

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for logIn.gov.

Log In
Login.gov FAQs

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: center* for* internet* security* inc.*

Your search for "center* for* internet* security* inc.*" returned the following results...
Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
Entity: Center For Internet Security, Inc. Status: Active
DUNS: 197891240 CAGE Code: 1VHG7 View Details
Has Active Exclusion?: No DoDAAC:
Expiration Date: 06/05/2019 Debt Subject to Offset?: No
Purpose of Registration: All Awards



- Search Records
Data Access
Check Status
About
Help
Disclaimers
Accessibility
Privacy Policy
FAPIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

IBM v1.P.18.20180820-1228
WWW2

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: _____ Tracking Number: 3094-18
Procurement/Contractor/Lessee Name: (CIS) Ctr For Internet Security Grant Funded: YES ___ NO X
Purpose: Albert Monitoring Services for Internet Security
Date/Term: Annual
Amount: \$8340⁰⁰ (1st) / \$7,440⁰⁰ renewals
Department: SOE/IS
Dept. Monitor Name: Dan Sambenedetto

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jeffrey A Hyde Date: 08/10/2018
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: _____ Date: _____
N/A
Grants Coordinator Renee Biby

Risk Management Review

Approved as written: _____ Date: 8-16-18
with Ins-Reg's.
Krystal King Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: _____ Date: 8-16-18
see email attached
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, August 16, 2018 9:48 AM
To: Jeffrey Hyde; Lynn Hoshihara
Cc: DeRita Mason
Subject: RE: Albert Election IDS Agreement

This is approved for legal purposes.

From: Jeffrey Hyde [mailto:jhyde@myokaloosa.com]
Sent: Thursday, August 16, 2018 10:39 AM
To: Lynn Hoshihara; Parsons, Kerry
Cc: DeRita Mason
Subject: FW: Albert Election IDS Agreement

Good Morning,

IS is asking about this agreement again this morning – as it is for the Supervisor of Elections and elections are upcoming.
Any help you can provide is always appreciated.
Thanks
Jeff

From: Jeffrey Hyde
Sent: Wednesday, August 15, 2018 8:02 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: DeRita Mason (dmason@myokaloosa.com) <dmason@myokaloosa.com>
Subject: FW: Albert Election IDS Agreement

Good Morning,

Please review the attached for legal sufficiency.
We received the sole source justification and Stephanie is reviewing it.
Thanks
Jeff



Board of County Commissioners Purchasing Department

State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
SOLE SOURCE

After in-depth review of the item requested from the Information Technology/Supervisor of Elections Department it was determined that this item is a proprietary item and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Center for Internet Security, Inc.
31 Tech Valley Dr.
East Greenbush, NY 12061**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

Stephanie Herrick
OMB Director

SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if, there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date: 08/14/2018 **PR No:** **Requestor:** Dan Sambenedetto **Phone No:** 850-651-7570

Department/Division: Information Technology/Supervisor of Elections

Item Description: Albert Monitoring Services

Vendor: Center for Internet Security, Inc. ("CIS")

Vendor's Address: 31 Tech Valley Drive, East Greenbush, NY 12061-4134

Vendor's Telephone No: (518)880-0766

Point of Contact: Dawn Harnish

Sole Source Justification (Use additional paper if necessary)

The State of Florida is paying for the first year of service for the Network Monitoring Security solution called Albert. This is offered through the Multi-State Information Sharing and Analysis Center (MS-ISAC). We can only obtain this service through Center for Internet Security, Inc. ("CIS"). CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Albert Monitoring resource for all fifty states. +

Check One:

- The item is available only from one vendor (sole source justification is attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).



Requesting Department Director Signature
(or authorized Designee)

8/14/18

Date

REVIEW BY PURCHASING DEPARTMENT

Purchasing Department Comments:

Purchasing agrees that this is a sole source procurement as created by the State.

Stephanie L. Herrick

Digitally signed by Stephanie L.
Herrick
Date: 2018.08.15 12:35:53 -05'00'

OMB Director Signature

Date 8/15/2018

Approved:

Disapproved:

<https://www.flgov.com/2018/05/03/gov-scott-department-of-state-to-hire-additional-cybersecurity-specialists/>
<http://www.tampabay.com/florida-politics/buzz/2018/03/21/despite-attempted-election-hack-legislature-did-not-fund-cyber-security-unit/>

“During the 2018 Legislative Session, DOS received \$1.9 million in funding to provide grants to Supervisors of Elections for the purchase of a Network Monitoring Security solution, called ALBERT, that is offered through the Multi-State Information Sharing and Analysis Center (MS-ISAC). MS-ISAC identifies and shares information about potential threats with states and assists with the 24-7 monitoring of state networks for suspicious activity. ALBERT will provide automated alerts about system threats that will allow counties to respond quickly when data may be at risk. Several Supervisors of Elections have completed the process to get ALBERT online in their county, and many others have initiated the process.”

These initiatives look to standardize reporting, monitoring and response for all SOE offices in the 67 counties.

The state will be providing grant money for 1st year of paid services and the cost of hardware for the following:

1. <https://www.cisecurity.org/ms-isac/>
2. Network monitoring services and hardware <https://learn.cisecurity.org/albert>

**PURCHASE AGREEMENT FOR
ALBERT MONITORING SERVICES**

This PURCHASE AGREEMENT (Agreement) by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, Supervisor of Elections of Okaloosa County, FL, with an address of 302 N. Wilson St., Ste. 102, Crestview, FL 32536-3474 ("Customer") and Okaloosa County, FL ("County") with its principal place of business at: 1250 N. Eglin Pkwy, Ste. 102, Shalimar, FL 32579 for Albert Monitoring Services, as defined herein below (CIS, Customer and County each a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Albert Monitoring resource for all fifty states, local governments, tribal nations and United States territories ("SLTTs"); and

WHEREAS, CIS operates twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC), as further described herein;

WHEREAS, CIS offers fee-based Albert Monitoring Services (as defined herein) to SLTTs and Customer desires to procure such Albert Monitoring Services, subject to the terms and conditions set forth herein, and

WHEREAS, the Customer's information system is part of the information system operated by the County, and CIS and Customer agree that it is in the interests of all Parties to extend Albert Monitoring Services to include coverage of the County's entire information system (as opposed to just that of Customer), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

A. Albert Monitoring Services. Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including software necessary for service delivery. Also referred to as "**Services**".

B. Security Operation Center (SOC) – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

II. Selection of Albert Monitoring Services

Subject to the terms and conditions contained herein, CIS hereby agrees to supply Customer and County with the Albert Monitoring Services as requested during the

Term of this Agreement.

III. Consideration, Payment Terms

A. Consideration. As consideration for the Albert Monitoring Services requested by Customer, Customer hereby agrees to pay to CIS the costs for such Services as specified in Appendix A. The Parties acknowledge that Customer will be solely responsible for payment of the costs of all Albert Monitoring Services provided under this Agreement to CIS, including the Services provided to County.

B. Pricing for Subsequent Terms. At least ninety (90) days prior to the end of any Term of this Agreement, CIS shall provide Customer with updated pricing for Albert Monitoring Services to apply for the subsequent Term. Unless Customer terminates the Agreement in accordance with the provision of Section V (A) of this Agreement, the Parties agree that Appendix A will be amended to incorporate the updated pricing for the subsequent Term.

C. Payment Terms. CIS shall invoice Customer based on the terms set forth in Appendix A. Unless otherwise agreed to by the Parties in writing, Customer shall pay CIS within 30 days of receipt of invoice.

IV. Additional Terms and Conditions

Appendix B, which is attached hereto and incorporated herein, contains additional terms and conditions applicable to the purchase and implementation of Albert Monitoring Services. Both Customer and County agree that they will abide by the terms contained in Appendix B, as applicable to each entity.

V. Term of this Agreement; Termination

A. Term; Renewal. This Agreement will commence on the date it is signed by the Parties (the "Effective Date"), and shall continue in full force and effect for a period of twelve (12) months from the Effective Date (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section V. The Agreement will automatically renew for an additional term(s) of one year unless either CIS or Customer provides the other Party with written notice of its intent not to renew at least sixty (60) days prior to the end of the Term. In the event that County does not wish to renew Services under this Agreement, it shall provide CIS with written notice of intent to end Services at least sixty (60) days prior to end of the Term. If Customer wishes to continue Services, this Agreement shall be amended to reflect non-renewal of Services to County.

B. Termination. Any Party may terminate this Agreement during the Term by providing written notice to the Party ninety (90) days prior to termination. In the event that either Customer or County terminates this Agreement, Service may continue for the other Party receiving Services under this Agreement unless such Party also provides written notice of termination in accordance with this section.

VI. Title, Limitation of Warranties and Liability

A. Title. CIS will at all times retain title to software provided to Customer or County during the Term of this Agreement. Customer or County shall retain title to all hardware and/or software purchased by Customer or County to provide Services under this Agreement.

The Customer and County shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Customer and County each hereby grant CIS a non-exclusive, non-transferable license to access and use such data to the extent necessary to provide Albert Monitoring Services under this Agreement.

B. LIMITATION OF LIABILITY. CIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE PROVISION OF ALBERT MONITORING SERVICES OR FOR THE ACCURACY OF THE INFORMATION PROVIDED AS PART OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

VII. Confidentiality Obligation

CIS acknowledges that certain confidential or proprietary information may either be provided by Customer or County to CIS or generated in the performance of the Albert Monitoring Services, including without limitation: information regarding the infrastructure and security of Customer's or County's information systems; assessments and plans that relate specifically and uniquely to the vulnerability of Customer's or County's information systems; the results of tests of the security of Customer's or County's information systems insofar as those results may reveal specific vulnerabilities; or information otherwise marked as confidential by Customer ("Confidential Information"). Both Customer and County each acknowledge that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). All Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each Party protects its own confidential information, but in no event will less than reasonable care be provided and a Party's information will not be released in any identifiable form without the express written permission of such Party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Customer and County shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees and CIS's federal partners provided that they agree to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this section. The obligations of the Parties pursuant to this section shall survive the termination of this Agreement. Nothing in this Agreement shall prohibit CIS from using aggregated data of its customers in any

format for any purpose, provided that such data cannot be identified to or associated with Customer or County.

The Parties acknowledge that CIS will provide monitoring and event related services, as set forth in Appendix B, separately to Customer and County and will not share the event related information generated as part of the Service with the other entity receiving Services unless Customer or County, as applicable, authorizes CIS to do so in writing.

VIII. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

IX. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Customer, County or CIS.

X. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Parties, which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns. Notwithstanding the foregoing, County and Customer may agree to the assignment of specific obligations set forth in Appendix B to one of the Parties, where such assignment is appropriate given the respective responsibilities of the entities.

XI. Notices

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

CIS

Name: Dawn Harnish
Address: Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Phone: (518) 880-0766
E-Mail: dawn.harnish@cisecurity.org

Customer

Name: Paul Lux
Title: Supervisor of Elections
Address: 302 N. Wilson St., Ste. 102
Crestview, FL 32536-3474
Phone: (850) 689-5600
E-Mail: plux@co.okaloosa.fl.us

County

Name: Dan Sambenedetto
Title: IT Director
Address: 1250 N. Eglin Pkwy, Ste. 303
Shalimar, FL 32579
Phone: (850) 651-7570
E-Mail: micro@myokaloosa.com

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XII. Governing Law and Jurisdiction

Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Florida without regard to its conflict of law provisions.

XIII. Non-Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the Agreement unless expressly set forth in such waiver.

XIV. Entire Agreement; Amendments

This Agreement and the appendices attached hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This Agreement may only be amended as agreed to in writing by all Parties.


XV. Partial Invalidity

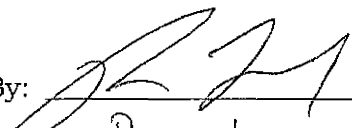
If any provision of this Agreement be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

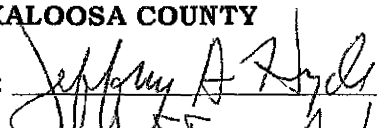
The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**CENTER FOR INTERNET
SECURITY, INC.**

**OKALOOSA COUNTY
SUPERVISOR OF ELECTIONS**

By: 
Name: Deirdre O'Callaghan
Title: Secretary + Chief Counsel
Date: 8/20/18

By: 
Name: Paul Lux
Title: Sup. of Elections
Date: 22 Aug 18

OKALOOSA COUNTY
By: 
Name: Jeffrey A Hyde
Title: Purchasing Manager
Date: 08/23/2018

APPENDIX A

For Albert Monitoring Services:

SKU	Description of Service	Qty	Monthly Per Device	One Time	1st Year TOTAL
CIS-20-04-1100	Network Monitoring & Analysis Service - Utilization of Internet Connection - Size Up To 100 Mbps	1	\$620		\$7,440
CIS-20-04-1000	Network Monitoring & Analysis Service - Sensor Initiation Service One Time Fee	1		\$900	\$900
	Grand Total				\$8,340

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions set forth the respective responsibilities of CIS, County and Customer, as applicable, in establishing and maintaining Albert Monitoring Services.

I. CIS Responsibilities

CIS will provide the following as part of the Albert Monitoring Services, as specified below:

A. Monitoring and Event Related Services. CIS will provide the following monitoring and event related services. CIS acknowledges that it will provide separate monitoring and event related services to Customer and County as it relates to their specific portion of the network.

1. Monitoring devices, as specified in Appendix A or as otherwise agreed to by the parties.
2. Analysis of events from monitored devices for attacks and malicious traffic.
3. Analysis of security events.
4. Correlation of security data/logs/events with information from other sources.
5. Notification of security events per the Escalation Procedures provided by Customer and County.
6. 24/7 telephone (1-866-787-4722) availability for assistance with resolution of security events detected by the Albert Monitoring Services.

B. Device Management: CIS will be responsible for the correct functioning of devices provided as part of Albert Monitoring Services, including ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to such devices.

C. Batch Queries: CIS will process batch queries of Netflow data upon Customer or County request, with a limit of 10 queries per month. CIS maintains flow records for a period of six (6) months.

II. Customer and County Responsibilities

A. Customer and County acknowledge and agree that CIS's ability to perform the Albert Monitoring Services is subject to Customer and County fulfilling certain

responsibilities listed below. Customer and County acknowledge and agree that CIS shall not have any responsibility whatsoever to perform or to continue to perform Albert Monitoring Services in the event Customer and/or County fails to meet its responsibilities described below.

B. For purposes of this Agreement, Customer and County acknowledge and agree that only those security devices supported by CIS fall within the scope of this Agreement.

C. Customer and/or County, as applicable, shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer or County's expense.

D. Customer and/or County shall each provide the following to CIS prior to the commencement of Albert Monitoring Services and at any time during the Term of the Agreement if the information changes:

1. Reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Albert Monitoring Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of Customer and County;
2. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by Customer or County (DarkNet space);
3. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Albert Monitoring Services;
4. A completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC).
5. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

E. During the Term of this Agreement, Customer and/or County shall provide the following with respect to the Services:

1. Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Albert Monitoring Services;
2. Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service;

3. A revised Escalation Procedure Form must be submitted when there is a change in status for any POC for either Customer or County.
4. Sole responsibility for maintaining current maintenance and technical support contracts with Customer or County's hardware vendors for any device affected by Albert Monitoring Services.
5. Active involvement with CIS SOC to resolve any tickets requiring Customer or County input or action; and
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
)	
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**PURCHASE AGREEMENT FOR
ALBERT MONITORING SERVICES**

This PURCHASE AGREEMENT (Agreement) by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, Supervisor of Elections of Okaloosa County, FL, with an address of 302 N. Wilson St., Ste. 102, Crestview, FL 32536-3474 ("Customer") and Okaloosa County, FL ("County") with its principal place of business at: 1250 N. Eglin Pkwy, Ste. 102, Shalimar, FL 32579 for Albert Monitoring Services, as defined herein below (CIS, Customer and County each a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Albert Monitoring resource for all fifty states, local governments, tribal nations and United States territories ("SLTTs"); and

WHEREAS, CIS operates twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC), as further described herein;

WHEREAS, CIS offers fee-based Albert Monitoring Services (as defined herein) to SLTTs and Customer desires to procure such Albert Monitoring Services, subject to the terms and conditions set forth herein, and

WHEREAS, the Customer's information system is part of the information system operated by the County, and CIS and Customer agree that it is in the interests of all Parties to extend Albert Monitoring Services to include coverage of the County's entire information system (as opposed to just that of Customer), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

A. Albert Monitoring Services. Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including software necessary for service delivery. Also referred to as "**Services**".

B. Security Operation Center (SOC) – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

II. Selection of Albert Monitoring Services

Subject to the terms and conditions contained herein, CIS hereby agrees to supply Customer and County with the Albert Monitoring Services as requested during the

Term of this Agreement.

III. Consideration, Payment Terms

A. Consideration. As consideration for the Albert Monitoring Services requested by Customer, Customer hereby agrees to pay to CIS the costs for such Services as specified in Appendix A. The Parties acknowledge that Customer will be solely responsible for payment of the costs of all Albert Monitoring Services provided under this Agreement to CIS, including the Services provided to County.

B. Pricing for Subsequent Terms. At least ninety (90) days prior to the end of any Term of this Agreement, CIS shall provide Customer with updated pricing for Albert Monitoring Services to apply for the subsequent Term. Unless Customer terminates the Agreement in accordance with the provision of Section V (A) of this Agreement, the Parties agree that Appendix A will be amended to incorporate the updated pricing for the subsequent Term.

C. Payment Terms. CIS shall invoice Customer based on the terms set forth in Appendix A. Unless otherwise agreed to by the Parties in writing, Customer shall pay CIS within 30 days of receipt of invoice.

IV. Additional Terms and Conditions

Appendix B, which is attached hereto and incorporated herein, contains additional terms and conditions applicable to the purchase and implementation of Albert Monitoring Services. Both Customer and County agree that they will abide by the terms contained in Appendix B, as applicable to each entity.

V. Term of this Agreement; Termination

A. Term; Renewal. This Agreement will commence on the date it is signed by the Parties (the "Effective Date"), and shall continue in full force and effect for a period of twelve (12) months from the Effective Date (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section V. The Agreement will automatically renew for an additional term(s) of one year unless either CIS or Customer provides the other Party with written notice of its intent not to renew at least sixty (60) days prior to the end of the Term. In the event that County does not wish to renew Services under this Agreement, it shall provide CIS with written notice of intent to end Services at least sixty (60) days prior to end of the Term. If Customer wishes to continue Services, this Agreement shall be amended to reflect non-renewal of Services to County.

B. Termination. Any Party may terminate this Agreement during the Term by providing written notice to the Party ninety (90) days prior to termination. In the event that either Customer or County terminates this Agreement, Service may continue for the other Party receiving Services under this Agreement unless such Party also provides written notice of termination in accordance with this section.

VI. Title, Limitation of Warranties and Liability

A. Title. CIS will at all times retain title to software provided to Customer or County during the Term of this Agreement. Customer or County shall retain title to all hardware and/or software purchased by Customer or County to provide Services under this Agreement.

The Customer and County shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Customer and County each hereby grant CIS a non-exclusive, non-transferable license to access and use such data to the extent necessary to provide Albert Monitoring Services under this Agreement.

B. LIMITATION OF LIABILITY. CIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE PROVISION OF ALBERT MONITORING SERVICES OR FOR THE ACCURACY OF THE INFORMATION PROVIDED AS PART OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

VII. Confidentiality Obligation

CIS acknowledges that certain confidential or proprietary information may either be provided by Customer or County to CIS or generated in the performance of the Albert Monitoring Services, including without limitation: information regarding the infrastructure and security of Customer's or County's information systems; assessments and plans that relate specifically and uniquely to the vulnerability of Customer's or County's information systems; the results of tests of the security of Customer's or County's information systems insofar as those results may reveal specific vulnerabilities; or information otherwise marked as confidential by Customer ("Confidential Information"). Both Customer and County each acknowledge that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). All Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each Party protects its own confidential information, but in no event will less than reasonable care be provided and a Party's information will not be released in any identifiable form without the express written permission of such Party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Customer and County shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees and CIS's federal partners provided that they agree to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this section. The obligations of the Parties pursuant to this section shall survive the termination of this Agreement. Nothing in this Agreement shall prohibit CIS from using aggregated data of its customers in any

format for any purpose, provided that such data cannot be identified to or associated with Customer or County.

The Parties acknowledge that CIS will provide monitoring and event related services, as set forth in Appendix B, separately to Customer and County and will not share the event related information generated as part of the Service with the other entity receiving Services unless Customer or County, as applicable, authorizes CIS to do so in writing.

VIII. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

IX. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Customer, County or CIS.

X. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Parties, which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns. Notwithstanding the foregoing, County and Customer may agree to the assignment of specific obligations set forth in Appendix B to one of the Parties, where such assignment is appropriate given the respective responsibilities of the entities.

XI. Notices

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

CIS

Name: Dawn Harnish
Address: Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Phone: (518) 880-0766
E-Mail: dawn.harnish@cisecurity.org

Customer

Name: Paul Lux
Title: Supervisor of Elections
Address: 302 N. Wilson St., Ste. 102
Crestview, FL 32536-3474 (850)
Phone: 689-5600
E-Mail: plux@co.okaloosa.fl.us

County

Name: Dan Sambenedetto
Title: I.T. Director
Address: 1250 N. Eglin Pkwy, Ste. 303
Shalimar, FL 32579
Phone: (850) 651-7570
E-Mail: dsambenedetto@myokaloosa.com

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XII. Governing Law and Jurisdiction

Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of _____ without regard to its conflict of law provisions.

XIII. Non-Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the Agreement unless expressly set forth in such waiver.

XIV. Entire Agreement; Amendments

This Agreement and the appendices attached hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This Agreement may only be amended as agreed to in writing by all Parties.

XV. Partial Invalidity

If any provision of this Agreement be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**CENTER FOR INTERNET
SECURITY, INC.**

**OKALOOSA COUNTY
SUPERVISOR OF ELECTIONS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OKALOOSA COUNTY

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

For Albert Monitoring Services:

SKU	Description of Service	Qty	Monthly Per Device	One Time	1st Year TOTAL
CIS-20-04-1100	Network Monitoring & Analysis Service - Utilization of Internet Connection - Size Up To 100 Mbps	1	\$620		\$7,440
CIS-20-04-1000	Network Monitoring & Analysis Service - Sensor Initiation Service One Time Fee	1		\$900	\$900
	Grand Total				\$8,340

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions set forth the respective responsibilities of CIS, County and Customer, as applicable, in establishing and maintaining Albert Monitoring Services.

I. CIS Responsibilities

CIS will provide the following as part of the Albert Monitoring Services, as specified below:

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2. Analysis of events from monitored devices for attacks and malicious traffic.
3. Analysis of security events.
4. Correlation of security data/logs/events with information from other sources.
5. Notification of security events per the Escalation Procedures provided by Customer and County.
6. 24/7 telephone (1-866-787-4722) availability for assistance with resolution of security events detected by the Albert Monitoring Services.

B. Device Management: CIS will be responsible for the correct functioning of devices provided as part of Albert Monitoring Services, including ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to such devices.

C. Batch Queries: CIS will process batch queries of Netflow data upon Customer or County request, with a limit of 10 queries per month. CIS maintains flow records for a period of six (6) months.

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A. Customer and County acknowledge and agree that CIS's ability to perform the Albert Monitoring Services is subject to Customer and County fulfilling certain

responsibilities listed below. Customer and County acknowledge and agree that CIS shall not have any responsibility whatsoever to perform or to continue to perform Albert Monitoring Services in the event Customer and/or County fails to meet its responsibilities described below.

B. For purposes of this Agreement, Customer and County acknowledge and agree that only those security devices supported by CIS fall within the scope of this Agreement.

C. Customer and/or County, as applicable, shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer or County's expense.

D. Customer and/or County shall each provide the following to CIS prior to the commencement of Albert Monitoring Services and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of Customer's and/or County's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Albert Monitoring Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of Customer and County;
3. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by Customer or County (DarkNet space);
6. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Albert Monitoring Services;
7. A completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC).
8. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

E. During the Term of this Agreement, Customer and/or County shall provide the following with respect to the Services:

1. Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Albert Monitoring Services;
2. Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2018

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 Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger		CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 E-MAIL ADDRESS: sberger@austin-co.com FAX (A/C, No): 518-465-3968	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061		INSURER A: Chubb Group of Insurance Cos.	12777
		INSURER B: Hartford Insurance Group	29424
		INSURER C: Illinois National Insurance Co	23817
		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.

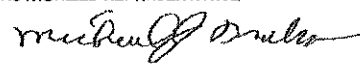
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		X	3588-66-87 ECE	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			(18) 7357-37-49	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	01WECZS9986	01/01/2018	01/01/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			8242-0931	01/01/2018	01/01/2019	Pro. Liab 1,000,000
C	E&O/Cyber			061844777	01/01/2018	01/01/2019	E&O/Cyber 5,000,000

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

Per Policy Terms, Conditions & Exclusions - Okaloosa County, their respective officials, employees and volunteers are included as additional insureds on the General Liability policy on a primary and non-contributory basis, but only with respect to the ongoing operations of the Named Insured. Waiver of Subrogation applies to the General Liability and Workers' (Con't)

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	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 
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