Agenda Item #: 3U-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2026 [x] Consent [ ] Regular [ ] Public Hearing [ ] Workshop

Department: Office of Technology and Innovation (OTI)
Submitted by: Office of Technology and Innovation
Submitted for: Office of Technology and Innovation

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to receive and file:** the termination of agreement R2013-1454, as amended, with Nonprofits First, Inc. (Nonprofits First) which terminates network services effective September 30, 2026, as requested by Nonprofits First.

Summary: Nonprofits First contracts with Palm Beach County (PBC) for network service. Nonprofits First notified PBC that this service is no longer needed and requested the termination of the agreement effective September 30, 2026. This item is a receive and file of the termination letter and has formally closed out the agreement, as requested by Nonprofits First. District 2 (TC)

Background and Justification: On September 1, 2015, PBC entered into an agreement with Nonprofits First for network services for a period of one (1) year with automatic annual renewals unless either party gives written notice of termination. On September 10, 2026, Nonprofits First notified PBC that the services would no longer be needed after September 30, 2026. This item is a receive and file of the termination letter and has formally closed out the agreement, as requested by Nonprofit First.

Attachments:

1. Letter of Termination
2. Interlocal Agreement R2013-1454
3. First Amendment R2014-0639
4. Second Amendment R2015-1571

Recommended by: _____ 10/14/26
Deputy Chief Information Officer — Date

Approved by: _____ 10/20/26
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	**2027**	**2028**	**2029**	**2030**	**2031**
Capital Expenditures	$0	0	0	0	0
Operating Costs	$0	0	0	0	0
External Revenues	$600	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	**$600**	**$0**	**$0**	**$0**	**$0**
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes X No____
Does this item include the use of Federal Funds? Yes____ No X
Does this item include the use of State Funds? Yes____ No X

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

B. Recommended Sources of Funds / Summary of Fiscal Impact

Termination date of 9/30/2026 assumes a loss of $50 of revenue per month.

C. Department Fiscal Review: 10/8/26

III. REVIEW COMMENTS

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

10/15/26
OFMB 10/15

14/14/26
Contract Administration 10.16.26

B. Legal Sufficiency:

Assistant County Attorney

C: Other Department Review:

Department Director

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

Attachment 1

NonprofitsFirst.

Board of Directors

Katia Saint - Preux
Board Chair

Peter Cruise
Vice Chair

Janice Brunson
Secretary

Gina Ardillo
Treasurer

Paul Bertoni

Amelia Jadoo

Stephen Johnson

Mark Montgomery

Melissa Morley

Deana Pizzo

Kenneth Rehns

Virginia Savietto

Philip DiComo
Board Member Emeritus

Jessica Cecere
Advisory

SETTING THE Standard.

September 10, 2026

Beverly Thompson
Office of Technology and Innovation
Palm Beach County Board of County Commissioners
301 North Olive Avenue, 8th Floor
West Palm Beach, FL 33401

Dear Beverly:

Please accept this letter as formal written notice that Nonprofits First, Inc. wishes to terminate its participation in the Network Services Agreement with Palm Beach County.

Nonprofits First requests that the County agree to an early termination effective September 25, 2026, and waive the Agreement's sixty-day notice period. We recently moved to a new office, and the continued network service at our former location was inadvertently overlooked as part of the transition. We need to fully clear and vacate our former office space by September 30, 2026, so we respectfully request the County's assistance in discontinuing the service as soon as practicable. Nonprofits First will pay all sums due through the effective date of termination, as required by Section 6 of the Agreement.

If Palm Beach County is unable to approve the requested early termination date, please treat this letter as Nonprofits First's sixty-day written notice of termination under Section 6, with termination effective November 9, 2026.

Please confirm the approved effective termination date and advise whether any additional administrative steps are required to discontinue the network services at our former location.

Thank you for your assistance.

Sincerely,

Trudy Crowetz
boxSIGN 15J926LY-19XVRYRV

Trudy Crowetz
President & CEO

4411 Beacon Circle • West Palm Beach, FL 33407
561-214-7435 • www.nonprofitsfirst.org

Agreement

R2013 1454

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this _____ day of OCT 22 2013, 2013, by and between the Nonprofits First, Inc., a Florida Non-Profit corporation, Federal Employer ID #263189428, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Agreement R2010-1312, dated 08/17/2010.

WITNESSETH THAT:

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

WHEREAS, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden borne by both the County taxpayers and Non-Profit Organization funders; and

WHEREAS, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the Non-Profit Organization for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the Non-Profit Organization's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the Non-Profit Organization by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of The County and the Non-Profit Organization in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Non-Profit Organization shall not share or resell any portion of the County's IT infrastructure or services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination for Convenience

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

Section 7 Indemnification and Hold Harmless

The Non-Profit Organization 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 Non-Profit Organization.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both the Non-Profit Organization and the County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 Notice

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

To: **NON-PROFIT ORGANIZATION:**

Attention: Nonprofits First, Inc.
President, CEO
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-214-7435)

With a copy to: Kathy Mincin, Director of Finance
Nonprofits First, Inc.
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-214-7435)

With a copy to: Franklin De La Cruz, Director of Information Technology
Nonprofits First, Inc.
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-214-7435)

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

With a copy to: County Attorney's Office

Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

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

Section 13 [Omitted]

Section 14 Participation

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

Section 15 Venue for Dispute Resolution

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

Section 16 Binding Agreement

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

Section 17 Subject to Funding

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

Section 18 Nondiscrimination

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

Section 19 Access and Audits

The Non Profit Organization 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 Non Profit Organization's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Non-Profit Organization, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440; and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 21 Regulations, Licensing Requirements

The Non-Profit Organization shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and

collusion. The Non-Profit Organization is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

R2013 1454 OCT 22 2013

Palm Beach County, By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Steve Bordelon, Director, ISS

Nonprofits First, Inc.

By: _____
Ken Montgomery, Board Director

Witness:

By: _____
(Signature), (Printed Name)
Shandra Stubbs

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Nonprofits First, Inc. ("Non-Profit Organization") by Palm Beach County ISS ("County") to identify the roles and responsibilities of the County and the Non-Profit Organization in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on 8/17/2010.

Section A: General Requirements for Network Services

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

County shall provide the Non-Profit Organization with access to the County's network on a best-effort basis and as otherwise provided for herein.

Section B: Responsibilities for Network Management

The County shall be responsible for the routine, day-to-day management of the County network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The County shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve County facilities. The County shall also maintain auxiliary portions of the network which service both the County and Non-Profit Organization owned facilities. The Non-Profit Organization shall maintain that portion of its own network which exclusively serves its facilities.

The County shall monitor bandwidth utilization on any network link between the County and the Non-Profit Organization.

Should the County perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that the County's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be the County-owned network equipment inside each of the Non-Profit Organization's buildings or facilities connected to the County network. The County will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, whereas the fiber within may belong to the County.

Maintenance and restoration work provided by the County shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the County routers installed at the Non-Profit Organization. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on Non-Profit Organization owned electronics or other equipment.

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

Section C: <u>Network Equipment Ownership</u>

The County, as represented by the County, shall own all of its network equipment and assets. The Non-Profit Organization shall continue to maintain ownership of its current network assets. Only the County is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be

implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should the Non-Profit Organization receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

Section D: Network Connection

The Non-Profit Organization will be provided with a connection to the Palm Beach County fiber network to meet the network service requirements as specified in this Exhibit. The Non-Profit Organization shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If the Non-Profit Organization proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the County at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Non-Profit Organization require the network to be upgraded, the Non-Profit Organization shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the Non-Profit Organization and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the Non-Profit Organization or the County enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment.

However, proposed changes to the network must be communicated in writing to the County for review and approval. The parties however agree to comply with network security provisions.

Section F: Network Interferences

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, The County may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the network sustain damage to an Auxiliary Route used only by either the Non-Profit Organization or the County, the owning party shall determine if the cable will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section I: Description of Services

A. Baseline services from the County will include:

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the County router port that feeds the Non-Profit Organization network router connection;

   If necessary, security may shut down the Non-Profit Organization's entire building feed to protect the networked systems from computer worms and viruses.
3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on the County side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the County's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

B. Non-Profit Organization Responsibilities will include:

1. all intra-building network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for the Non-Profit Organization owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

   Initial diagnostic actions will ideally be performed by the Non-Profit Organization technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit Organization.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

   The Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from the Non-Profit Organization owned network property.

8. requesting changes in network equipment attachments services;

   Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites indentified by the Non-Profit Organization. The Non-Profit Organization shall be responsible for all reasonable costs associated with requested changes to network services approved by the County, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each Non-Profit Organization owned building (if required):

   - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

     This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

   - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit Organization's site.

     The Non-Profit Organization shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the County's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

Section J: Availability of County Network Service

The County will provide the Non-Profit Organization with access to the County network on a best-effort basis. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the Non-Profit Organization.

In the event that Network availability is documented by the County and declared by the Non-Profit Organization to be less than 99.9% for two (2) consecutive months, the Non-Profit Organization shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

Section K: Protocol for Reporting Network Service Problems

All service issues should first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the Non-Profit Organization will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Non-Profit Organization is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section L: Access for Network Service and Maintenance

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

the County's representative shall call the Non-Profit Organization to report any emergency that requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of the County's personnel as quickly as possible.

The County shall supply the Non-Profit Organization with a list of authorized County employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit Organization by the County 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.

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

Section M: Issue Escalation Contacts

Palm Beach County ISS

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

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

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

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

Non-Profit Organization Information Services

Franklin De La Cruz, Director of Information Technology
561-214-7420 (office)
561-707-4750 (cell)

Hours of Operation: 9:00am to 5:00pm

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for the County's network services provided to the Non-Profit Organization.

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the County will invoice the Non-Profit Organization quarterly.

Non-Profit Organization Network Service and Billing Matrix

Location	Service Start Date	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges
2300 High Ridge Road, Suite 132 Boynton Beach	October 1, 2013	$300	$0	$3,600
TOTALS		**$300**	**$0**	**$3,600**

Explanation of Charges:

Monthly County Charges – The monthly charge paid by Non-Profit Organization per County Rate Plan for Network Services.

Monthly Florida LambdaRail (FLR) Charges – The fee was approved for exemption by the FLR on 9/21/2011.

Yearly Charges – The total annual recurring charges paid by the Non-Profit Organization.

The County has received approvals from the FLR for the Non-Profit Organization to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by the County to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, the County agrees to review the financial impact and make appropriate rate adjustments.

N2. Billing and Payment

The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section O: Additional IT Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of $125/hour with a not-to-exceed cost of $50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds $50,000, the Task Order shall be approved by the Board of County Commissioners.

Section P: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

Section Q: Insurance

This section does not apply to Network Services.

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

Task Order #:

Original Agreement #R:

Organization requesting services: Nonprofits First, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director:_____ Date:_____

Project Office:_____Date:_____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
COUNTY ATTORNEY

Nonprofits First, Inc.

_____
(Name, Title)

R2014 0639

FIRST AMENDMENT

To the Agreement with Palm Beach County and Nonprofits First, Inc. (R2013-1454)

THIS AMENDMENT is made and entered into MAY 06 2014 2014, by and between the Nonprofits First, Inc., a Florida Non-Profit corporation, Federal Employer ID #263189428, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2013-1454** dated October 22, 2013 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Item #1:

Agreement, Section 11: Notice. Replace the Non-Profit Organization Notice section with the following:

Attention: Jessica Cerere, CEO
Nonprofits First, Inc.
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-214-7442)

With a copy to: Kathy Mincin, Director of Finance
Nonprofits First, Inc.
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-214-7441)

With a copy to: Rob Stone, Director of Information Technology
Nonprofits First, Inc.
2300 High Ridge Road, Suite 132
Boynton Beach, FL 33426
(Telephone: 561-910-6682)

Item #2:

Agreement, Section 18: Nondiscrimination. Replace entire section with the following:

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

Item #3:

Exhibit A, Section M: Issue Escalation Contacts. Replace Non-Profit Organization Information Services contact with the following:

Rob Stone, Director of Information Technology
561-910-6682 (office)
rstone@nonprofitsfirst.org

Item #4:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To reduce internet fees effective February 1, 2014 and replace the billing matrix with the following:

Non-Profit Organization Network Services and Billing Matrix

Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges *(excl. Install)*
2300 High Ridge Road, Suite 132, Boynton Beach, FL 33426	10/1/2013	10Mb	$0	$270	$0	$3,240
TOTALS			**$0**	**$270**	**$0**	**$3,240**

Explanation of Charges:

Installation Charges – No installation charges due by the Non-Profit Organization.

Monthly County Charges – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services.

Monthly Florida LambdaRail (FLR) Charges – The fee was approved for exemption by FLR on 9/21/2011.

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

R2014 0639

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

Palm Beach County, By Its Board of County Commissioners

MAY 06 2014

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Steve Bordelon, Director, ISS

Nonprofits First, Inc.

ATTEST:

By: _____
Philip DiComo, Board Chair

Witness:

By: _____
(Signature)

_____
(Printed Name)

R2015 1571

SECOND AMENDMENT

To the Agreement with Palm Beach County and Nonprofits First, Inc. (R2013-1454)

THIS AMENDMENT is made and entered into NOV 03 2015 2015, by and between the Nonprofits First, Inc., a Florida Non-Profit corporation, Federal Employer ID #263189428, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2013-1454** dated October 22, 2013, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Item #1:

Agreement, Section 11: Notice. Replace the Non-Profit Organization Notice section and the first part of the County Notice section with the following:

To: **NON-PROFIT ORGANIZATION:**

Attention: Jessica Cerere, CEO
Nonprofits First, Inc.
1818 S. Australian Avenue
West Palm Beach, FL 33409
(Telephone: 561-214-7442)

With a copy to: Delferine Spooner, Director of Finance & Operations
Nonprofits First, Inc.
1818 S. Australian Avenue
West Palm Beach, FL 33409
(Telephone: 561-214-7441)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services Director
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor

West Palm Beach, FL 33401
(Telephone: 561-355-2394)

Item #2:

Exhibit A, Section M: Issue Escalation Contacts. Replace Non-Profit Organization Information Services section with the following:

Jessica Cerere, CEO
561-214-7442 (office)

Director of Information Technology
561-910-6682 (office)

Item #3:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To change Non-Profit Organization location, reduce network services fees, effective October 1, 2015; and replace the billing matrix with the following:

Non-Profit Organization Network Services and Billing Matrix

Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges *(excl. Install)*
1818 S Australian Avenue, West Palm Beach, FL 33409	10/1/2013	10Mb	$1,300	$50	$0	$600
TOTALS			**$1,300**	**$50**	**$0**	**$600**

Explanation of Charges:

Installation Charges – This is an estimated cost for the network services fiber installation at Non-Profit Organization new location. 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 the County of the equipment installation and labor.

Monthly County Charges – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services, effective October 1, 2015.

Monthly Florida LambdaRail (FLR) Charges – The fee was approved for exemption by FLR on September 21, 2011.

Yearly Charges – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.

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

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

R2015 1571 NOV 03 2015

Palm Beach County, By Its Board of County Commissioners

By: _____
Shelley Vana **, Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Steve Bordelon, Director, ISS

Nonprofits First, Inc.

ATTEST:

By: _____
Philip DiComo, Board Chair

Witness:

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)