

CG-17-142

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM1369-A9

CONTRACTOR INFORMATION

Name: ICON Enterprises, Inc. dba CivicPlus
Address: 317 Houston Street, Suite E Manhattan, KS 66502
City State Zip
Contractor's Administrator Name: Kyle Karpowicz Title: Contract Specialist
Tel#: (888) 228-2233 Fax: (785) 587-8951 Email: karpowicz@civicplus.com

CONTRACT INFORMATION

Contract Name: Website Development Services Contract Value: _____
Brief Description: Ninth Amendment to extend the agreement for website development services for Nassau County, FL
Contract Dates : From: _____ to: _____ Status: ___ New ___ Renew ___ Amend# ___ WA/Task Order
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM1369 Increase Amount of Existing Contract: _____
New Contract Dates: 11-19-17 to 11-18-18 TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 1/8/18 Tech. Services
Department Head Signature Date Submitting Department
2. Charlotte Young 1/9/18 01132516-546020
Contract Management Date Funding Source/Acct #
3. [Signature] 1/10/18
Office of Management & Budget Date
4. [Signature] 1/14/18
County Attorney (approved as to form only) Date

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 1-23-18
Shanea D. Jones Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

18 JAN -9 PM 4:57
2018 JAN 25 PM 4:39
RECEIVED

NINTH AMENDMENT TO THE AGREEMENT FOR WEBSITE DEVELOPMENT SERVICES FOR NASSAU COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 23rd day of January, 2018 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and **ICON ENTERPRISES, INC., dba CIVIC PLUS**, 317 Houston Street, Suite E, Manhattan, KS 66502, hereinafter referred to as "Consultant".

WHEREAS, the Board and the Consultant entered into an agreement on November 19, 2008 to provide website development services; and

WHEREAS, the original agreement provided for an initial term beginning November 19, 2008 and ending November 18, 2011, with an option to extend upon mutual contract between the Consultant and the County; any extension of performance period under this provision shall be in one (1) year increments; and

WHEREAS, the parties agreed to extend the agreement for the periods beginning November 19, 2011 and ending November 18, 2017; and

WHEREAS, it is necessary to amend the agreement to include Section 25.4 Dispute Resolution; and

WHEREAS, the parties agree to amend and extend said Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

1. **Section 25.4- Dispute Resolution:** The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS,

FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be headquartered in the state of Florida and chosen by the Vendor, subject to approval by the County, and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

2. In accordance with Section 4 of the Agreement dated November 19, 2008, the performance period is hereby extended for an additional one (1) year beginning November 19, 2017 and ending November 18, 2018.
3. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: SHANEA JONES, COUNTY MANAGER
Its: Designee

**ICON ENTERPRISES, INC.
dba CIVIC PLUS**

Jim Grant
By: Jim Grant
Its: Director of Sales

STATE OF Kansas
COUNTY OF Riley

Before me personally appeared, Tim Grant, who is personally known X or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of January, 2018.

Linda J. Decker
Notary Signature

Notary-Public-State of Kansas at large
My Commission expires: 5/24/2019

