

SECOND RENEWAL OF AGREEMENT (CONSULTING SERVICES)
Clerk Tracking No.'s 2017-00041 (14-00142 / 13-00033)

"TECHNOLOGY SERVICES CONSULTING"

THIS SECOND RENEWAL is made and entered into this 30th day of March 2017 by and between the **City of Naples** and **Selpan Interactive, Inc.**, a Florida Corporation authorized to do business in Florida that is located at **838 10th Street South; Naples, Florida 34102.**

WHEREAS, the City and the Consultant entered into that certain Agreement on May 3, 2013 for Technology Services Consulting, **Bid No. N/A, Clerk Tracking No's. First Amendment 14-00142, Attachment A-1 that is attached and made a part of this Second Renewal and Original Tracking No. 13-00033** for the City of Naples; and

WHEREAS, the parties desire to renew the Original Agreement so that the Consultant will provide said services for an additional two years with no price increase; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to renew this Agreement;

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Consultant will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Article Five, Maintenance of Records"** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Amendment.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the consultant's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONSULTANT shall:

1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This Second Renewal, its associated First Amendment and Amendment to Article Five may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby renewed from **May 4, 2017 through May 3, 2019 with extensions of said Agreement upon mutual agreement of the CITY and CONSULTANT.**

IN WITNESS WHEREOF, the City and the Consultant have caused this Second Renewal, its associated First Amendment and Amendment to Article Five to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: 
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: 
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: 
Robert D. Pritt, City Attorney

CONSULTANT:

SELPAN INTERACTIVE, INC.
838 10th Street South
Naples, Florida 34102
Attention: **Mark Jackson**, CTO


Witness (Signature)

Printed Name: Gerald Secory

By: 
(Signature)

Printed Name: MARK JACKSON

Title: CEO

FEI/EIN Number: On File (FL)

Clerk Tracking No. 14-00142

**FIRST AMENDMENT TO AGREEMENT
(CONSULTANT SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Consultant Services is made and entered into this 3rd day of November, 2014 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **SELPAN INTERACTIVE, INCORPORATED** a Florida Profit Corporation (the Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Consultant Services, dated **May 3, 2013** (the "Original Agreement") (Reference Original **Bid No. NA**) for services associated with **Technology Services Consulting: First Amendment: Compensation Adjustment** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will be provided an adjustment to compensation for services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. "Article Four, Compensation" shall be amended for the provision of an adjustment to the compensated rate indicated in the original Agreement's Exhibit-B from \$1,500.00 per week to \$1,900.00 per week with a maximum Fiscal Year Expenditure of \$173,800.00 for said Project: Technology Services Consulting.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Consultant have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:


By: 
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: 
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: 
Robert D. Pritt, City Attorney

Selpan Interactive, Incorporated

838 10th Street South

Naples, Florida 34102


Att: **Mark Jackson**, President

A Florida Profit Corporation

FEI/EIN Number: 59-3734154 (FL)

By: 
(Signature)

Witness (Signature)

Printed Name: 

Printed Name: MR JACKSON

Title: PRJ.

Amendment to Consultant Services Agreement