
Amendment 1 to Agency for Persons with Disabilities Contract# NWRM0096
NWRDC Change Order 1

Northwest Regional Data Center
And
Agency for Persons with Disabilities

This change order modifies Contract# NWRM0096, between Northwest Regional Data Center (NWRDC) and Agency for Persons with Disabilities (herein after called APD). Unless otherwise specified below, all other terms and conditions of Contract# NWRM0096 remain in effect. Both parties agree to the modifications as stated. This change order is effective upon execution.

Change Order 1 replaces:

Section 1.3 shall now read:

The services outlined in this Agreement will be provided to APD for three (3) years. All costs shall remain fixed for this period unless otherwise documented in a Change Order as provided for in Section 3.1 herein. ~~If APD cancels the Agreement prior to the end of the term, APD agrees to pay NWRDC six (6) months of charges.~~

If APD wishes to discontinue the Agreement at the end of the term, APD must submit a written request no later than 180 days before the end of the term. If APD does not provide the required notice NWRDC, at its sole option and determination, may renew the Agreement for one (1) additional year with rates being subject to change at the time of renewal.

If NWRDC, as part of its necessary performance and service to APD, has been required to purchase equipment, licenses and/or certificates, APD agrees to continue to be financially liable and responsible for the outstanding amount due for the equipment, the duration of the licenses and/or certificates, even though APD has terminated the services of NWRDC.

Unless otherwise noted within this Agreement, all equipment, software, or other resources purchased by NWRDC in execution of this Agreement will remain the property of NWRDC upon the termination of the Agreement. Likewise, unless otherwise noted in this Agreement, all equipment, software, or other resources purchased by APD in execution of this Agreement will remain the property of the APD upon the termination of the Agreement.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

Section 1.4 shall now read:

NWRDC will send monthly invoices to APD for the services detailed in Attachment A - SOW and Attachment B - Billing. Non-recurring charges will be billed upon execution of this Agreement. APD will be liable for any applicable taxes or tariffs associated with this Agreement, and hereby agree to provide a certificate of tax exemption upon request.

Per Northwest Regional Data Center Collection Policy, as issued by the Northwest Regional Data Center Policy Board, all invoices are considered past due on the 40th day following the invoice date. All past due invoices are subject to late fines and penalties pursuant to Section 55.03, Florida Statutes. Invoices that have to be returned to NWRDC because of NWRDC's preparation errors or disputes will result in a delay in the payment. The invoice payment requirements shall not start until a properly completed invoice is provided to APD. Undisputed amounts are subject to NWRDC Collections Policy as previously stated in Section 1.4.

As required by Department of Financial Services and Section 282.203, Florida Statutes, APD shall provide an Addendum to this Agreement identifying applicable funds and funding stream. APD agrees to provide a new Addendum if the funding stream changes at any point during the Term of this Agreement.

Section 4.1 shall now read:

This agreement is construed according to the laws of the State of Florida with venue in Leon County and the provisions of Section 287.058, Florida Statutes, are herein incorporated into this agreement by reference, to the extent permitted by Florida law. If any provision of this Agreement is held invalid or unenforceable the remainder of this Agreement remains effective to the maximum extent permitted by law, and the application of such provisions in any other circumstances shall not be affected by such holding. In the event of a dispute or litigation each party agrees to be liable and responsible for its own legal fees, expenses, and costs including its attorney's fee and expenses.

In the event of a dispute or disagreement between the parties to this Agreement, the parties agree to use their best efforts to resolve any dispute prior to filing litigation, including participating in mediation by a mediator mutually agreed upon by the parties. The parties agree to share equally in the costs of the mediation and it will be administered in Tallahassee, Florida.

Attachment B shall now read:

NWRDC will send monthly invoices of **\$4176.34** to APD for the services detailed in Attachment A. Beginning August 1st, 2010, APD will be invoiced on the 5th of the month for services provided in the previous month. One-time non-recurring charges of **\$30,618.00** will be invoiced upon execution of this Agreement. Payment by APD will be made upon approval by Department of Financial Services.

Northwest Regional Data Center (NWRDC)

Tim Brown, Executive Director, Northwest Regional Data Center



Signature

03/18/10

Date

State of Florida, Agency for Persons with Disabilities

Jim DeBeaugrine, Director

Signature

Date