## FIRST AMENDMENT TO CONTRACT BETWEEN CITY OF CLEARWATER AND WHITLOCK CONSULTING GROUP RFP #20-24 UMS DATABASE AND REPORT MIGRATION SERVICES

THIS FIRST AMENDMENT, entered into this \_\_\_\_ day of April 2025, by and between the CITY OF CLEARWATER ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and Whitlock Consulting Group, ("Whitlock" or "Vendor"), 32 Riverview Drive, Beaufort, SC 29907, collectively as "Parties".

WHEREAS, the City sought a qualified vendor who specialized in Utility Billing/Management Systems and Project Management for upgrade and data migration in a Cayenta Utility (Harris Group Computer Corp.) environment.

WHEREAS, the City selected Vendor based on Request for Proposal ("RFP") #20-24 and responses by Vendor to RFP #20-24, which are incorporated by reference.

WHEREAS, on June 6, 2024, the Parties entered into a contract for the performance of the services as outlined in RFP #20-24 and the payment of those services ("Contract").

WHEREAS, the project is on-going and it is necessary to extend the time for performance, add additional services in accordance with the RFP, and increase the compensation paid to the Vendor.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the City and Whitlock agree that the

above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

## 1. Section 2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on June 1, 2024 and end on June 30, 2025.

This Contract shall be extended from June 30, 2025 until December 31, 2025.

## 2. Section 3. COMPENSATION.

The City will pay Vendor in an amount not to exceed \$332,736.00, as more fully described in attached Exhibit A, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project. Such changes, including any increase or decrease in the amount of Vendor's compensation, and any other changes in the terms of this Contract which are mutually agreed upon by and between City and Vendor shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

The City will pay Vendor an additional not to exceed amount of \$173,812.00, as more fully described in attached Exhibit A.1 (Supplemental Statement of Work).

3. All other terms and conditions of this Contract which are not expressly amended or deleted herein shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed in its corporate/legal name by its authorized representatives or persons authorized to execute this First Amendment on the date and year first above written.

Lead Assistant City Attorney

RM Whitlock		
Michael Whitlock Founding Partner		
CITY OF CLEARWATER, FLORIDA		
Bruce Rector	Jennifer Poirrier	
Mayor	City Manager	
Approved as to form:	Attest:	
Owen Kohler	Rosemarie Call	

City Clerk