

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

THIS CONTRACT, entered into this 6th day of June 2024, 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 seeks a qualified vendor who specializes 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, Vendor agrees to provide the services as outlined in RFP #20-24.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties 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. SCOPE OF PROJECT AND PRICING.**

Whitlock agrees to provide Cayenta UMS Database and Report Migration Services under the terms and conditions set forth in RFP #20-24 and responses by Vendor dated February 21, 2024. The Scope of the Project and Pricing are set forth in Exhibit A.

**2. TIME OF PERFORMANCE.**

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

### **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.

### **4. METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.**

Vendor's fees will be invoiced monthly and submitted to the City for approval for payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

### **5. NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Whitlock Consulting Group  
Michael Whitlock  
Founding Partner  
4140 Golf Cottage Lane  
Charleston, SC 29455  
248.648.0900  
[mwhitlock@wcg-consulting.com](mailto:mwhitlock@wcg-consulting.com)

City of Clearwater  
Dan Mayer  
IT Director  
P.O. Box 4748  
Clearwater, FL 33758  
727.444.7654  
[daniel.mayer@myclearwater.com](mailto:daniel.mayer@myclearwater.com)

**6. RFP #20-24, STANDARD TERMS AND CONDITIONS.**

All terms and conditions as set forth in RFP #20-24, Standard Terms and Conditions are incorporated by reference and attached hereto as Exhibit B.

**7. INSURANCE REQUIREMENTS.**

Insurance Requirements are set forth in RFP #53-23, Detailed Specifications, Section 7, which is incorporated by reference.

**8. PROPRIETARY MATERIALS.**

Upon termination of this Contract, Vendor shall transfer, assign and make available to City or its representatives all property and materials in Vendor's possession belonging to or paid for by the City.

**9. INTERESTS OF PARTIES.**

Vendor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

**10. CONFORMANCE WITH LAWS.**

Vendor agrees to comply with all applicable federal, state and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor’s operation.

**11. GOVERNING LAW AND VENUE.**

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

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

WHITLOCK CONSULTING GROUP

\_\_\_\_\_  
Name:  
Title:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Bruce Rector  
Mayor

\_\_\_\_\_  
Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Lead Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk