

KEYTRAK, INC.

CONTRACT AMENDMENT NO. 1

In accordance with the System Purchase, Support and Software License Agreement (“Agreement”) between KeyTrak, Inc. (“KTI”) and City of North Point, Florida (“Customer”), executed by KTI on _____ (date to be filled in by KTI), the parties hereby agree to amend the provisions of the Agreement as follows:

1. **INVOICING AND PAYMENT**, Replace the 5th and 6th sentences with the following:
“In accordance with the Local Government Prompt Payment Act, Florida Statutes, Sections 218.70, et seq., Customer's payments shall be due forty-five (45) days after receipt of invoice. If any payment is not received within forty-five (45) days of the invoice date, Customer will be in default of this Agreement.”

2. The following sections are added to the Agreement effective upon execution of this amendment by KTI:
“**TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the Customer’s best interest. Any such termination shall be effected by the delivery to KTI of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. The annual fee paid to KTI is nonrefundable. Upon termination by the Customer, KTI shall not provide any type of prorated refund for any portion of the remaining term.”

“**NON-DISCRIMINATION:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities or services. KTI shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual’s race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.”

“**GOVERNING LAW / VENUE:** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.”

“**SCRUTINIZED COMPANIES:**

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

"This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to KTI. The City Commission shall approve all increases in compensation under this Agreement"

"Nothing in this agreement shall be deemed to affect the rights, privileges, and immunities of the customer as set forth in Florida statues, section 768.28."

This Amendment in no way changes, terminates, or waives any other provision of the Agreement. The persons signing below on behalf of each party represent and warrant that they are duly authorized to execute this Amendment and bind their respective parties to the terms and conditions of this Amendment, and that no other signatures are required.

Customer Number: K05341

City of North Point, Florida
4980 City Hall Boulevard
North Point, FL 34286

ATTEST:

CITY OF NORTH POINT, FLORIDA

By: _____

By: _____

Printed Name: Kathryn Peto

Printed Name: Peter D. Lear, CPA, CGMA

Title: City Clerk

Title: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____

Printed Name: Amber L. Slayton

Title: City Attorney

Date: _____

Accepted By:

KeyTrak, Inc.
200 Quality Circle
College Station, TX 77845

By: _____

Printed Name: _____

Title: _____

Date: _____