

**AMENDMENT NO. 2
TO AGREEMENT NO. CAC2015-0146**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **City of North Port**, hereinafter referred to as "**City**."

WITNESSETH

WHEREAS, the County and the City entered into Agreement No. CAC2015-0146 ("Agreement") for the provision of hosting and related technology services, effective July 13, 2015; and

WHEREAS, on October 31, 2016, the County and the City executed Amendment No. 1, renewing the term of the Agreement and amending the annual fee; and

WHEREAS, the County and the City now require an amendment to renew the term of the Agreement and amend the annual fee.

NOW THEREFORE, the County and the City, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective July 13, 2017 through July 12, 2018.
3. Replace Section 6.a. Payment of Fees in its entirety with the following:

"Annual fee for the services provided by COUNTY under this Agreement: CITY shall pay the COUNTY annually the amount of Eleven Thousand Five Hundred Twenty-Seven Dollars and Sixty-Eight Cents (\$11,527.68). Initial payment of Nine Hundred Sixty Dollars and Sixty-Four Cents (\$960.64) is due by August 1, 2017. The remainder is due and payable in monthly installments of Nine Hundred Sixty Dollars and Sixty-Four Cents (\$960.64) each and shall be paid on the first of every month. The details of the fees are listed in Exhibit A attached and incorporated herein."

4. Force Majeure: Neither party shall be in default by reason of failure in the performance of this Agreement if such failure arises out of cause beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather,

epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provide for, or other causes beyond its sole control. The party affected will resume performance as soon as practicable after the force majeure event terminates.

5. Exhibit A – Pricing for delivered services is hereby replaced in its entirety with the amended Exhibit A – Pricing for delivered services, attached and incorporated herein.
6. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the last date written below.

ATTEST:

City of North Port:

By: _____ Print Name: _____

Title: North Port City Clerk Signed By: _____

Date: _____ Title: Mayor City of North Port _____

Date: _____

SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

Thomas A. Harmer,
County Administrator

DATE: _____

*Executed by the County
Administrator Pursuant to
Resolution No. 2004-095*

Approved as to form and correctness:

BY: _____

COUNTY ATTORNEY

BY: _____

CITY ATTORNEY

AMENDMENT NO. 2
CAC2015-0146 – TECHNOLOGY SERVICE AGREEMENT
EXHIBIT A – Pricing for delivered services

For the term of July 13, 2015 – July 12, 2016

Service	Annual Cost	Notes
Hosted Devices	\$7,946.40	Seven Devices
Total annual fee, payable by City	\$7,946.40	

Annual fee shall be paid in monthly installments of \$662.20

For the term of July 13, 2016 – July 12, 2017

Service	Annual Cost	Notes
Hosted Devices	\$11,398.92	Nine Devices
Total annual fee, payable by City	\$11,398.92	

Annual fee shall be paid in monthly installments of \$949.91

For the term of July 13, 2017 – July 12, 2018

Service	Annual Cost	Notes
Hosted Devices	\$11,527.68	Ten Devices
Total annual fee, payable by City	\$11,527.68	

Annual fee shall be paid in monthly installments of \$960.64