



CONTRACT AMENDMENT #2

This Amendment #2 (“Amendment #2”) to the QAlert CRM Knowledge Base Contract #20200016 (“Contract”), by and between the City and Catalis Public Works & Citizen Engagement, LLC. (Contractor), as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor’s Full Legal Name:	Catalis Public Works & Citizen Engagement, LLC
Solicitation No./Event ID:	20200016
Solicitation Title/Event Name:	QAlert CRM Knowledge Base
Contract Award Date:	October 1, 2019
Initial Contract Term:	October 1, 2019 to September 30, 2024
Current Contract Expiration Date:	September 30, 2024
Requested Contract Expiration Date:	September 30, 2027
Initial Contract Amount:	\$100,000.00
Requested Financial Change Amount:	\$195,627.00
New Contract Amount:	\$295,627.00
Amendment No.:	2
Amendment Type:	Extension

WHEREAS, the Contract is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **TIME EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:
 - a. Extend Contract term for an additional three (3) years:
 - Beginning Date of Amendment #2 Term: **October 1, 2024.**
 - End Date of Amendment #2 Term: **September 30, 2027.**

- b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" with no additional renewals.

2. **ANNUAL SUBSCRIPTION COST:** Annual Software Subscription Fees shall be billed upon the Subscription Start Date.

Year 1 - \$62,055 (2025)

Year 2 - \$65,157 (2026)

Year 3 - \$68,415 (2027)

Total Cost: \$195,627.00 over a three-year period.

3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- a) Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b) If Contractor enters into a contract with a subconsultant, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c) The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- d) Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of the Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e) The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- f) The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida in accordance with the Venue provision in Section XVI of the Contract.

4. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.**

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

may not transact business with any public entity.

5. **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.
6. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Catalis Public Works & Citizen Engagement, LLC.
Authorized Signature:	<small>Signed by:</small> 
Printed Name and Title of Person Signing:	Teresa Yeager CEO
Date:	11/4/2024
Company Address:	3025 Windward Plaza, Ste. 200, Alpharetta, GA 30005

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000Dq5qdIAB
Order Form Date: October 31, 2024

ORDER FORM

CUSTOMER INFORMATION

Customer: City of Port St. Lucie, FL Phone: 772-344-4244
 Primary Contact: Casey Scott cscott@cityofpsl.com Address: 121 SW Port St. Lucie Blvd
 Port St. Lucie, FL 34984
 System Administrator: Casey Scott cscott@cityofpsl.com
 Billing Contact: Casey Scott ACH:
 Billing Email: cscott@cityofpsl.com PO Required: PO No.:
 Billing Phone: 772-344-4244 Tax Exempt:

Catalis Representative: Ryan Frommel ryan.frommel@catalisgov.com 770-415-1094

SUBSCRIPTION TERM

Subscription Start Date: October 1, 2024
 Auto-Renewal: No
 The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for three (3) years.

PRICING

1. Software Subscription Fees

	Year 1	Year 2	Year 3
Request Management Enterprise - SAAS	\$62,055	\$65,157	\$68,415
Total Subscription Fees	\$62,055	\$65,157	\$68,415

- 1.1. Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date.
- 1.2. Future Year Software Subscription Fees shall be billed annually in advance.

2. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.



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TERMS AND CONDITIONS

The Agreement incorporates by reference the following, in order of precedence:

- This Order Form*
- Contract No. 20200016*

General Notes:

1. The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
2. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form Date.
3. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form. Following adoption of this Order Form, changes shall be memorialized with a written Amendment, without regard to whether the change affects costs, and shall be approved in writing by Catalis and the Customer. If the Amendment impacts cost to one or more Parties, an estimate of the cost impact shall be included in the written Amendment.
4. Any Recurring Fees will increase annually by the greater of five percent (5%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
5. Invoices shall be due and payable within thirty (30) days following invoice by Catalis.

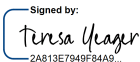
ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

CITY OF PORT ST. LUCIE, FL:

By: _____
Name: _____
Title: _____
Date: _____

**CATALIS PUBLIC WORKS & CITIZEN
ENGAGEMENT, LLC:**

By:  _____
Name: 2A813E7949F84A9... Teresa Yeager
Title: CEO
Date: 11/4/2024