

FIRST ADDENDUM TO CONSULTING AGREEMENT

THIS FIRST ADDENDUM is entered into this 30th day of Sept., 2021 by and between The Corradino Group, Inc., hereinafter referred to as "Corradino" or "Consultant" or "Contractor", a corporation licensed to do business in the state of Florida, and City of Key West hereinafter referred to as "Client" or "City"; and together, hereinafter referred to as the "Parties".

RECITALS

A. The Parties have previously entered into that certain Consulting Agreement dated August 30, 2021 (hereinafter the "Contract") for the providing of professional services by Consultant to City.

B. The Parties desire to ratify and amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this First Addendum by this reference.

2. **Ratification.** The Parties acknowledge that notwithstanding the acceptance date of this First Addendum, the Contract is hereby ratified and confirmed in all respects and same shall remain in full force and effect and be binding on the Parties in accordance with its terms except as modified or amended by this First Addendum.

3. Amendments to the Agreement.

- a. **Equipment.** City agrees to provide Consultant with (2) laptop computers, which shall contain the software reasonably necessary for Consultant to complete the scope of services, hereinafter "Computers". Consultant agrees to return the Computers immediately upon request or upon completion of the scope of services, whichever occurs first. Should all or any part of the Computers become damaged due to the negligence of the Consultant, Consultant agrees to reimburse City for any and all costs or damages.
- b. **Intellectual Property.** Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or

materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- c. **Proprietary Information.** The Consultant acknowledges that all computer software provided by City may constitute or contain certain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expenses, the disclosure of which could harm the City's proprietary interest therein. Consultant agrees not to use directly or indirectly for itself or for others, or publish or disclosure to any third party, or remove from City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, sub-contractors, etc., except as authorized in writing by City, all hired party license agreements must also be honored by same. This includes mainframe, minis, telecommunications, Computers, laptops and any and all information technology software. The Consultant will report to City any information discovered or which is disclosed to the Consultant which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure or removal.
- d. **Access.** Consultant agrees to adhere to the restricted and monitored channels that City uses to access the environment and more thoroughly detailed in **Exhibit A1**. Consultant further agrees to all terms and conditions contained therein. Should Consultant, agent, sub-contractor, etc., fail to adhere to said policy, it shall be liable for any and all costs and damages that may result from failure to adhere.

4. **First Addendum Provisions to Control.** To the extent that there is any inconsistency or conflict with any of the provisions contained in this First Addendum with the Contract, the provisions set forth in this First Addendum shall govern the understanding between the Parties.

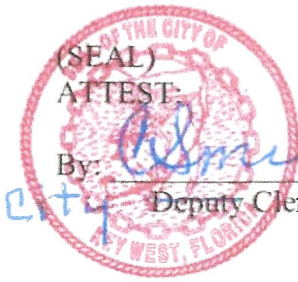
5. **Miscellaneous.** This First Addendum shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, agents, successors, and assigns. No additions or modifications of any term or provision of this First Addendum shall be effective unless set forth in writing, signed by the Parties.

6. **Construction.** This First Addendum has been carefully reviewed by each of the parties. Therefore, this First Addendum is not to be construed against any party on the basis of authorship.

7. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8. **Counterparts.** This First Addendum may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this First Addendum and shall be considered an original for all purposes.

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ATTEST

By: [Signature]
Deputy Clerk

CITY OF KEY WEST

By: [Signature]
Patti McLauchlin, City Manager

THE CORRADINO GROUP, INC

By: [Signature]
Joseph M. Corradino, AICP
President

STATE OF: Florida
COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on September 30, 2021 (date) by Joseph M. Corradino (name of affiant). He/She is personally known to me or has produced (type of identification) as identification.



[Signature]
NOTARY PUBLIC

Exhibit A1

Vendor Access to Internal Systems

Scope

Vendors requiring access to City of Key West (CKW) systems for configuration, maintenance, and emergency support must adhere to the restricted and monitored channels that CKW staff uses to access the environment. Additionally, the access should only be activated on an as-needed basis and disabled when not in use. This policy applies to City of Key West contractors and vendors that connect to servers, applications or network devices that contain or transmit City of Key West Protected Data, per the Data Classification Policy.

Purpose

Minimize potential exposure to the City of Key West resulting from unauthorized use of resources and to preserve and protect the confidentiality, integrity and availability of the CKW networks, systems and applications.

Policy

Segregation of Duties

Access to Systems will only be provided to users based on business requirements, job function, responsibilities, or need-to-know. All additions, changes, and deletions to individual system access must be approved by the City of Key West Information Technology Director and the City Manager, with a valid business justification.

User Account Access

User Access

All users will abide by the following set of rules:

- Users with access to City of Key West Systems will utilize a separate unique account, different from their normal account. This account will conform to the following standards:
 - The password will conform, at a minimum, to the published CKW Password Standards.
- Users will not login using generic, shared or service accounts

Remote Access

All users accessing CKW Systems must abide by the following rules:

- All remote access must be authenticated and encrypted through the City of Key West's Virtual Private Network (VPN).
- All remote access will be accomplished through the use of multi factor authentication; a username/password combination, and a second method not based on user credentials.
- All third-party access to CKW Systems must be approved by the Information Technology Director and City Manager.
- Third parties may access only the systems that they support or maintain.
- All third-party accounts on CKW Systems will be disabled and inactive unless needed for support or maintenance.
- The server System Administrator will be responsible for enabling/disabling accounts and monitoring vendor access to said systems.
- All third parties with access to any CKW Systems must adhere to all regulations and governance standards associated with that data (e.g. PCI security requirements for cardholder data,).
- Data must not be copied from CKW systems to a user's remote machine.
- All network access is closely monitored and there is not expectation of privacy while access CKW systems.