



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO
SOLICITATION NO. 2016-057L
MULTI-SPACE SMART PARKING METERS

T2 SYSTEMS, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
MULTI-SPACE SMART PARKING METERS

THIS AMENDMENT NO. 1 to the agreement for multi-space smart parking meters dated December 6, 2016 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and T2 Systems, Inc. (Second Party), an Indiana corporation authorized to do business in the State of Florida, is entered into this ____ day of ____, 2017.

WITNESSETH:

WHEREAS, on December 6, 2016, the City entered into a two-year agreement with Second Party for multi-space smart parking meters; and

WHEREAS, City requires additional multi-space parking meter equipment and services in excess of \$600,000 as listed in the Agreement; and

WHEREAS, Second Party agrees to continue to provide equipment and services to City in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Section 4.1 of the Agreement dated December 6, 2016 shall be amended to read as follows:

City will pay Second Party, in the manner specified in Section 4.3, the total not-to-exceed amount of ~~Six Hundred Thousand Dollars (\$600,000)~~ Seven Hundred Twenty Five Thousand and 00/100 Dollars (\$725,000.00) for work actually performed and completed pursuant to this Agreement and billed in accordance with the pricing schedule detailed in Exhibit D, Costs. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Second Party hereto have set their hands and corporate seals on this _____ day of _____, 2017.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

SECOND PARTY

By:

Tim Maginn
Tim Maginn

Printed Name

EVP

Title

(SEAL)

STATE OF INDIANA
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 11 day of October, 2017, by Tim Maginn, as EVP (name of officer or agent, title of officer or agent), of T2 Systems, Inc. (name of corporation acknowledging), a Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced self (type of identification) as identification

Karen Hartley

Karen Hartley

Notary Public – State of Indiana

