



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

AMENDMENT NO. 1 TO
RHODIUM INCIDENT MANAGEMENT SYSTEM
AGREEMENT

INCIDENT RESPONSE TECHNOLOGIES, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
RHODIUM INCIDENT MANAGEMENT SYSTEM AGREEMENT

THIS AMENDMENT NO. 1 to Rhodium Incident Management System, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Incident Response Technologies, Inc. (IRT), (hereinafter referred to as "Contractor"), a Delaware corporation authorized to do business in the State of Florida, is entered into this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on September 30, 2019 the City entered into a four-year agreement with Contractor for Rhodium Incident Management System (hereinafter referred to as the "Agreement"); and

WHEREAS, the City desires to add GPS tracking credits subscription. GPS credits are used to track assets that send GPS data to Rhodium.

WHEREAS, Contractor agrees to continue to provide all other 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. This Amendment No. 1 modifies the Agreement to add the "GPS tracking credits" subscription. See attached hereto as "Exhibit A."
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 Contractor hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

Incident Response Technologies

By: _____

Matt Tenure

Printed Name VP of Sales

Title

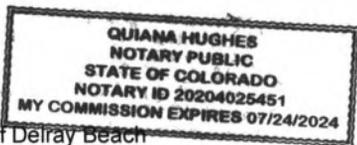
(SEAL)

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of November, 2020, by Matt Tenure (name of person), as VP of Sales (type of authority) for Incident Response Technologies (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification
Type of Identification Produced Drivers License

Notary Public – State of Colorado





Company Address 4582 S Ulster Street, Suite 1325
 Denver, CO 80237
 USA

Created Date 12/30/2020
 Expiration Date 3/19/2021
 Quote Number 00001840
 Subscription Term 3 Years

Prepared By Todd Hinman-Briscoe
 Email toddbriscoe@irtsoftware.com

Bill To Name Delray Beach PD
 Bill To 100 Northwest 1st Avenue
 Delray Beach, Florida 33444
 United States

Ship To Name Delray Beach PD

Product	Product Description	List Price	Sales Price	Quantity	Term	Total Price
1YR - GPS Credits 100 - 250	Annual subscription for GPS tracking credits. GPS credits are used to track assets that send GPS data to Rhodium. Note: 3rd party mobile phone applications and GPS hardware may be subject to separate fees.	\$84.00	\$84.00	186.00	3.000	\$46,872.00
Interface Configuration - Motorola Radios	Initial interface configuration for Motorola Radio system to Rhodium for one-way feed of GPS data.	\$7,875.00	\$7,500.00	1.00	1.000	\$7,500.00

1st Year Cost \$23,124.00
 Total Contract Cost \$54,372.00

Notes This quote is piggybacked through the North Texas Share competitively awarded contract.
<https://www.northtexasshare.org/>

Order Authorization

By signing below, I approve this quote on behalf of the above named organization and authorize IRT to proceed. I understand that my organization will be invoiced for the items included in the above quote and that **this order is subject to the Terms of Use found at https://www.rhodiumims.com/pdf/online_terms_and_conditions.pdf**. The total cost displayed above is the total cost for the subscription term listed on this quote. Invoices will be generated in accordance with the invoice schedule shown above, with all one-time items being billed on the first invoice, and any subscription items being billed evenly across all invoices during the term. **Rhodium subscriptions auto-renew unless canceled.**

Signed _____

Printed _____

Date _____

RESOLUTION NO. 193-20

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH INCIDENT RESPONSE TECHNOLOGIES, INC. FOR RHODIUM INCIDENT MANAGEMENT SYSTEM SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming and products in accordance with its Charter; and

WHEREAS, the City requires the following services or requires the following products for the purpose of Rhodium Incident Management System Services; and

WHEREAS, the City entered into an agreement with Incident Response Technologies, Inc. for Rhodium Incident Management System Services on September 30, 2019; and

WHEREAS, the City desires to amend the agreement with Incident Response Technologies, Inc. to add additional services; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Amendment No. 1 to Rhodium Incident Management System Agreement between the City and Incident Response Technologies, Inc., a copy of which is attached to this resolution as "Exhibit A."

Section 3. The City Commission authorizes the City Manager to execute the agreement and any amendments and/or renewals thereto, and take any other actions necessary to effectuate this Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the ____ day of _____, 2020.

ATTEST:

Shelly Petrolia, City Mayor

Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney