



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

AMENDMENT NO. 2 TO
SOLICITATION NO. 2016-057L
MULTI-SPACE SMART PARKING METERS

T2 SYSTEMS, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
MULTI-SPACE SMART PARKING METERS

THIS AMENDMENT NO. 2 to the agreement for multi-space smart parking meters dated December 6, 2016, by and between City of Delray Beach, a municipal corporation of the State of Florida (herein referred to as "City"), and T2 Systems, Inc. (herein referred to as "Second Party"), an Indiana corporation authorized to do business in the State of Florida, is entered into this 25th day of September, 2018.

WITNESSETH:

WHEREAS, on December 6, 2016, the City entered into a two-year agreement with Second Party for multi-space smart parking meters (herein referred to as "Agreement"); and

WHEREAS, on November 20, 2017, the City executed Amendment No. 1 to the Agreement, effectively increasing the agreement value to purchase additional multi-space parking meter equipment and services; and

WHEREAS, the City desires to renew the Agreement for the first of five one-year renewal options to maintain on-site maintenance and software support related to the multi-space smart parking meters (herein referred to as "Meters") and allow for additional purchase of Meters and equipment; and

WHEREAS, the City desires to remove the approved agreement value from the Agreement language to maintain consistency with current Purchasing Department procedures; 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. This Amendment No. 2 hereby renews the Agreement through December 13, 2019.
3. Section 4.1 of the Agreement 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 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.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1 and this Amendment No. 2 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 25th day of September, 2018.

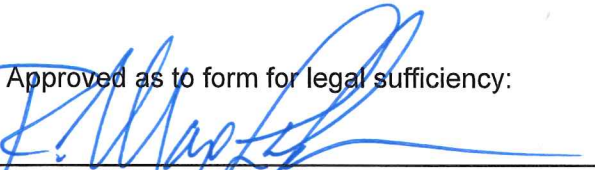
ATTEST:

CITY OF DELRAY BEACH


Katerri Johnson, City Clerk

BY: 
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:



R. Max Lohman, City Attorney

SECOND PARTY



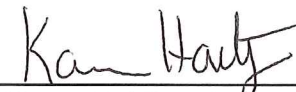
Karen Hartley
Hamilton County
Commission # 696161
Expiration Date 03-17-2025

(SEAL)

By: 
Adam Blake
Printed Name
CEO
Title

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 16 day of August, 2018, by Adam Blake, as CEO (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
Notary Public – State of Indiana