

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD
AND SAFEWARE, INC. FOR A CCTV AUTOMATED LICENSE READER CAMERA
SYSTEM

THIS FIRST AMENDMENT to that certain February 18, 2015 Agreement, is dated effective as of the _____ day of _____, 2016 (the “Effective Date”) and is agreed to between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, (“City”), and Safeware, Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter “Safeware”). It is hereby mutually covenanted and agreed by and between the parties hereto that said Agreement is amended upon the terms, covenants and conditions hereinafter set forth.

1. That Article I entitled “Incorporation of Documents” is hereby amended as follows:

The RFP, including any addenda thereto, the amended proposal submitted by Safeware dated January 27, 2016 and attached hereto and incorporated herein by reference, and the Purchase Order(s), if applicable, (hereinafter, collectively, the “RFP Documents”) are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with terms and conditions set forth in the RFP Documents. In the event of conflict, the terms of this Agreement and the amended Proposal dated January 27, 2016 shall prevail.

2. That Article II entitled “Term and Scope of Services” is hereby by amended as follows:

This Agreement shall commence upon execution of this Agreement and shall expire one (1) year from the date of issuance of each respective Purchase Order and Notice to Proceed for each Phase. However, this project will be implemented in three (3) phases as outlined in the amended proposal submitted by Safeware dated January 27, 2016 and Safeware shall commence work as set forth in the RFP Documents upon receiving the City’s Purchase Order and Notice to Proceed for each Phase. Each Phase will be implemented in accordance with its specific milestones which are set forth in the attached RFP Documents. In the event that any of the Phases are not accepted by the City, the City reserves the right to terminate this Agreement in accordance with Article IV herein and not proceed with the other Phases of the project. Safeware shall commence work in accordance with the Scope of Services and the RFP Documents. It is hereby understood that locations for equipment/poles are tentative and are subject to change as the viability of such locations due to ownership or structural integrity issues. In the event that locations are unattainable, the City shall determine whether alternative locations will be assigned.

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- 3. All other provisions of the Agreement shall be and remain the same and in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the day and year first above written; CITY OF HOLLYWOOD through its City Commission, signing by and through its Mayor, authorized to execute same by City Commission action on the _____day of _____, 2016, and Safeware, Inc.. signing by and through its duly authorized representative who is duly authorized to execute same.

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

By: _____
Peter Bober, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

Approved by: _____
Matt Lalla, Director of
Financial Services

By: _____
Jeffrey P. Sheffel
City Attorney

ATTEST:

SAFEWARE, INC.

Corporate Secretary

By: _____
Print Name: _____
Title: _____