

**FIRST AMENDMENT TO  
CEMETERY MANAGEMENT SOFTWARE SYSTEM AGREEMENT**

THIS FIRST AMENDMENT TO CEMETERY MANAGEMENT SOFTWARE SYSTEM AGREEMENT (“First Amendment”), with an effective date of \_\_\_\_\_, 2023, is entered into between the **City of Fort Lauderdale** (“CITY”), a Florida municipal corporation with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **Site Industries, LLC a/k/a CemSites** (“CEMSITES” or “Contractor”), a Pennsylvania limited liability company authorized to transact business in the State of Florida, with its principal address at 119 N. High Street, Fayette, Pennsylvania 15438 (collectively, “Parties”).:

**WHEREAS**, the City Commission of the City of Fort Lauderdale approved a cemetery management software system agreement with CEMSITES dated October 26, 2020, with a five (5) year term and an option to extend the contract for two (2) additional two (2) year terms, in accordance with the terms, conditions, and specifications contained in a Request for Proposals No. 12344-805-C19 (“RFP”) and CEMSITES’s response to the RFP dated May 13, 2020 (collectively, “Agreement”); and

**WHEREAS**, in 2021, the final implementation of the Cemetery Management Software System was halted when the Parties disagreed on CEMSITES’s obligations and responsibilities to successfully convert the City’s existing cemetery records and implement the Cemetery Management Software System; and

**WHEREAS**, on February 20, 2023, the City and CEMSITES mutually agreed to re-negotiate certain disputed terms and conditions of the Agreement, reached a compromise on nine (9) salient terms and conditions, and agreed to memorialize the same in a document titled “Competitive or Non-Competitive Negotiations Term Sheet” (“Term Sheet”); and

**WHEREAS**, the City and CEMSITES wish to enter into a First Amendment to the Agreement to incorporate the nine (9) negotiated and agreed upon terms and conditions outlined in the Term Sheet, attached hereto and identified as “**Exhibit A;**” and

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

- I. RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. DEFINITIONS:** For purposes of this First Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. AMENDMENTS:** Section II. of the Agreement titled “SCOPE” is amended as follows:

- A. The Scope of Services shall incorporate the nine (9) terms and conditions mutually agreed to by the City and CEMSITES on February 20, 2023, and as memorialized by the Parties in a document titled “Competitive or Non-Competitive Negotiations Term Sheet,” which said terms and conditions are fully incorporated herein by this reference and attached hereto as **Exhibit A**, titled “Term Sheet.”
- B. Any adjustment, modification, or amendment to each Party’s performance and delivery of goods and services mutually agreed to by the Parties and outlined in the Term Sheet, shall be binding on all Parties and enforceable pursuant to the terms and conditions of the Agreement.

IV. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

IN WITNESS OF THE FOREGOING, we, the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation and have read the terms contained herein to be effective as of the First Amendment’s Effective Date.

**CITY OF FORT LAUDERDALE**, a  
Florida municipal corporation.

\_\_\_\_\_  
GREG CHAVARRIA  
City Manager

Approved as to form:  
D’WAYNE M. SPENCE  
Interim City Attorney

\_\_\_\_\_  
PATRICIA SAINTVIL-JOSEPH,  
Assistant City Attorney

FIRST AMENDMENT TO CEMETERY MANAGEMENT SOFTWARE SYSTEM  
AGREEMENT BETWEEN THE CITY OFFORT LAUDERDALE AND SITE  
INDUSTRIES, LLC a/k/a CEMSITES:

**CONTRACTOR:**

**SITE INDUSTRIES, LLC**  
**a/k/a CEMSITES**, a Pennsylvania  
limited liability company authorized to  
transact business in Florida

WITNESSES:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

By: \_\_\_\_\_  
SCOTT McAFEE  
as Authorized Member

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **SCOTT  
McAFEE**, as Authorized Member of **SITE INDUSTRIES, LLC a/k/a CEMSITES**, a  
Pennsylvania limited liability company authorized to transact business in Florida.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name  
of Notary Public

Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



CITY OF FORT LAUDERDALE

## EXHIBIT A

### COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

**Solicitation Type:** RFP

**Solicitation Number:** 12344-805-C19

**Solicitation Title:** Cemetery Management Software System

**Name of Firm:** Site Industries, LLC, d/b/a CemSites

**Date:** 2/20/2023

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Explanation/Agreed Upon Term
1	CEMSITES has agreed to provide access to City staff of the CEMSITES software system for 60 days at no charge to the City.	The 60 days start on the signed agreement date. The 60-day period is a grace period. After 60 days all outstanding invoices are due.
2	CEMSITES shall provide 3 days of on-site training at no charge to the City.	Onsite training will be scheduled and take place after online training has been completed and champions are using the system within the 60 days.
3	CEMSITES shall provide 10 hours of on-line training at no charge to the City.	Agreed. Training will be scheduled in 5 two-hour sessions.
4	CEMSITES shall provide a video documenting the process on how to manage splitting and merging customers in the system at no charge to the City.	Agreed. A video will be provided on how to split and merge contact and customer records.
5	The City shall provide champions ("subject matter experts") with functional and technical expertise to assist with completing the successful implementation of the system.	Agreed. Below is the list of the champions and what roles they will have in seeing that this implementation turns into the adoption of CemSites system. Champions: <ul style="list-style-type: none"><li>➤ <b>Stacy Spates</b>, Program Manager: Quality assurance of data cleaning, data mapping, and data conversion</li><li>➤ <b>Kenya Baker</b>, Sr. Financial Administrator: Data cleaning, data mapping, and data conversion</li><li>➤ <b>Roylene Gumbs</b>, Administrative Supervisor: Data cleaning, data mapping, and data conversion</li></ul>



## COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

		<ul style="list-style-type: none"><li>➤ <b>Aarmondas Walker</b>, Sr. Technology Strategist: Project Manager and will help coordinate things from the IT side.</li><li>➤ <b>Danny Delgado</b>, Database Administrator: Will provide CemSites team access to the data and also help the CemSites team and Stacey's team aid the CemSites team where necessary (if possible) with identifying any data that may pose an issue with migration.</li></ul>
6	Both CEMSITES and the City will incorporate into the Agreement a schedule addressing data mapping, data conversion, and testing at no charge to the City.	We will do everything we can to help you cleanse your data and partner with you to help you overcome your obstacles and we are fully committed to getting your team adopting the program. We realize that this is a long-term initiative to get your data in order. With that said, as a show of good faith we are offering a weekly two-hour meeting at no charge for one year from the date this contract is signed to assist in uncovering issues and recommending workflows that will help expedite your data reconciliation process.
7	CEMSITES shall assist City staff by providing training and direction on how to enter data currently residing on a spreadsheet for the period of October 1, 2018 – to current (approximately 4,000 records) at no charge to the City.	This will be included as part of City's additional training of 10 hours that CemSites has already agreed to. Spreadsheet data is both unique and inconsistent. The city will pull together 10 example cases to be trained on. It is the City of Fort Lauderdale's responsibility to enter the records.
8	CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.	Both CemSites and City agree to the statement CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.



CITY OF FORT LAUDERDALE

## COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

9	The City shall pay CEMSITES the current annual license software fee budgeted in FY23 after the above-mentioned deliverables are met.	<p>A. After 60 days the annual licensing for 2023 plus the outstanding balance from 2022 will be due.</p> <p>1. CemSites will fulfill everything agreed upon on our end within 60 days, less the one-year commitment of helping your team with the long term data reconciliation initiative.</p> <p>B. The City of Fort Lauderdale agrees to the terms of our contract and license agreement.</p> <p>1. CemSites is committed to:</p> <p>a. Fixing any bugs.</p> <p>b. Onsite training - Stated above, once all of the online training is completed.</p> <p>c. Online training - Stated above.</p> <p>2. The City of Fort Lauderdale is committed to:</p> <p>a. Open adoption of training sessions.</p> <p>b. Fixing, adding, and cleansing their data.</p> <p>c. Make available time for all training sessions within the 60-day period.</p> <p>d. Paying overdue and current balances to CemSites.</p>
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The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Site Industries, LLC, d/b/a CemSites
	
Signature	Signature
	Michael McFann
Print Name	Print Name
	Vice President of Operations
Position/Title	Position/Title
Date:	Date: 2/20/23