

## **FIRST AMENDMENT TO AGREEMENT**

### **FOR**

### **PAY BY PHONE PARKING PAYMENT SYSTEM**

This First Amendment to the Pay By Phone Payment System Service Agreement, (hereinafter "Agreement") by and between the City of Fort Lauderdale, a Florida municipality existing under the laws of the State of Florida, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and PayByPhone Technologies Inc., a foreign corporation authorized to transact business in the State of Florida, ("Contractor" or "Corporation"), whose address is #403-1168 Hamilton Street, Vancouver, British Columbia V6B2S2 CA, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, an Agreement for pay by phone parking services was awarded by the City Commission on September 3, 2014; and

WHEREAS, pursuant to Section III. of the Agreement, the initial contract period commenced on September 15, 2014 for a period of three years, with two one-year renewal options; and

WHEREAS, pursuant to Section 2-178 (c)(14) of the City of Fort Lauderdale Procurement Ordinance, the City and Contractor agreed upon and executed a 180-day extension, that extended the term of the Agreement until March 14, 2020; and

WHEREAS, the City desires additional time to complete a competitive solicitation process and to negotiate a new Pay by Phone Parking Payment System Service Agreement; and

WHEREAS, the parties desire to enter into a First Amendment to the Pay by Phone Parking Payment System Service Agreement to extend the term of the agreement for an additional year commencing March 15, 2020 through March 14, 2021, or until a new agreement is executed for pay by phone parking services, whichever comes first.

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth herein and other good and valuable consideration, the City and the Contractor agree to amend the Pay by Phone Parking Payment System Service Agreement as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Section III. of the Agreement is hereby amended to add the following: The City reserves the right to extend the Agreement for an additional one-year

term commencing March 15, 2020 through March 14, 2021, or until a new Pay by Phone Parking Payment System Service Agreement is executed for pay by phone parking services, whichever comes first.

3. In the event of any conflict or ambiguity by and between the terms and provisions of the Pay by Phone Parking Payment System Services Agreement, the terms and provisions of this First Amendment to the Pay by Phone Parking Services Agreement shall control to the extent of any such conflict or ambiguity.
4. The terms and conditions of the Pay by Phone Parking Payment System Services Agreement shall remain in full force and effect, except as specifically amended by this First Amendment, to the Pay by Phone Parking Payment System Service Agreement.

**{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}**

**IN WITNESS WHEREOF**, the City and the Contractor execute this First Amendment to the Pay by Phone Parking Payment System Service Agreement as follows:

ATTEST

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Chris J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Kimberly Cunningham Mosley

**PAYBYPHONE TECHNOLOGIES INC.**

By: \_\_\_\_\_  
Margaret Clay, Director

(CORPORATE SEAL)

STATE OF FLORIDA )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by **Margaret Clay**, Director, PayByPhone Technologies Inc., a Foreign Profit Corporation.

(SEAL)

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

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

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_