

**EXTENSION (YEARS 8-10) AMENDMENT OF
SERVICES AGREEMENT**

RFP 15-001 BEACH PARKING PAY STATIONS

CLERK TRACKING NO. 2022-00196

This Amendment to extend the CONTRACTOR's Agreement from October 1, 2022 through September 30, 2025 (hereinafter "this Extension") is made and entered into effective the 2nd day of March 2022 by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **T2 Systems Canada, Inc.**, a Foreign Corporation authorized to do business in Florida, located at: 330 – 4260 Still Creek Drive, Burnaby, BC V5C 6C6 Canada (the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CITY and CONTRACTOR entered into a Services Agreement dated April 1, 2015 (Clerk Tracking No. 2015-00041) (hereinafter the "Agreement"); and

WHEREAS, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided after initial Project completion was valid through September 30, 2017 and provided the option of three (3) additional one-year renewals based on mutual agreement, and the parties would like to extend the Agreement as approved by City Council on March 2, 2022 for (Years 8-10) by such mutual agreement as indicated in attached **Exhibit A**, CONTRACTOR February 10, 2022 Extension Letter attached and made a part of this Extension; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Extension.** Pursuant to City Code Section 2-667.(7)(e) and with City Council March 2, 2022 approval, the Extension term of the Agreement is hereby extended for three (3) years by mutual agreement beginning October 1, 2022, and expiring on September 30, 2025, with no available extensions.
3. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated March 7, 2018, remain in full force and effect.
4. **E-Verify.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired

employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes. The **E-Verify Affidavit** attached as **Exhibit B** is incorporated into this Extension by reference.

- 5. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or extending a contract for goods or services of any amount if, at the time of contracting or extending, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or extending a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or extending, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 6. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- 7. Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal yearend shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

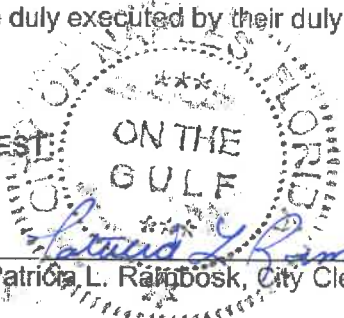
8. **Counterparts.** This Extension may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Extension to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By:

Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA

By:

Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:

By:

City Attorney

CONTRACTOR:

T2 SYSTEMS CANADA, INC.
4260 Still Creek Drive
Burnaby, BC V5C 6C6 Canada
Attention: Joe Weiler, VP, Sales & Operations

(CORPORATE SEAL)



DocuSigned by:

Karen Hartley

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Witness (Signature)

Printed

Name: Karen Hartley

DocuSigned by:

Joe Weiler

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By: (Signature)

Printed

Name: Joe Weiler

Title: VP Sales Operations

FEI/EIN Number: (CANADA) 98-0603996