



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEWARE, INC.**

THIS AMENDMENT (“First Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

SAFEWARE, INC., a For Profit Corporation as listed with the Maryland Division of Corporations, authorized to do business in the State of Florida, and with a business address of **4403 Forbes Blvd, Lanham MD 20706**, hereinafter referred to as "CONTRACTOR". “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **June 13, 2022**, the Parties entered into an Agreement (“Original Agreement”) for the provision of Public Safety and Emergency Preparedness Equipment and Related Services for the CITY’s Police Department, for a period effective as of **June 1, 2022** with work to be completed within **sixty (60) days** from CITY’s Notice to Proceed, subject to any permitted extensions of time pursuant to the Original Agreement; and,

WHEREAS, Section 4 of the Original Agreement provides that CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, and that any such changes must be contained in a written amendment, executed by the Parties; and,

WHEREAS, the Parties desire to include the purchase and installation of system upgrades enabling higher encryption, and video recording equipment, to increase the compensation amount accordingly, and to extend the time for completion of the work, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strikethrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Section 2 of the Original Agreement is hereby revised and amended to include Sub-section 2.1 as set forth below:

“2. **Services and Responsibilities.** The CONTRACTOR hereby agrees to provide Public Safety and Emergency Preparedness Equipment and Related Services including Badge ID Access Control Software and Hardware to CITY for use at CITY’s Police Department, at the following locations: **9500 Pines Boulevard, Pembroke Pines, FL 33024, 18400 Johnson Street, Pembroke Pines, FL 33029, and 1097 SW 208th Avenue, Pembroke Pines, FL 33029** (“Property”), in accordance with **Exhibit “A”** and CONTRACTOR’s proposal for CITY, attached hereto as **Exhibit “B”**, and made a specific part hereof by reference. The CONTRACTOR agrees to perform all services required pursuant to this Agreement, each exhibit, amendment, or addenda hereto, and set forth in the Commission award.

2.1 Notwithstanding the foregoing, the CONTRACTOR hereby also agrees to provide Public Safety and Emergency Preparedness Equipment and Related Services including Badge ID Access Control and Video Recording Software and Hardware to CITY for use at CITY’s Police Department, at the following locations: **9500 Pines Boulevard, Pembroke Pines, FL 33024, 18400 Johnson Street, Pembroke Pines, FL 33029, and 5850 SW 193rd Way, Pembroke Pines, FL 33332, 1201 SW 208th Avenue, Pembroke Pines, FL 33029** (“Property”), in accordance with **Exhibit “A”** and CONTRACTOR’s proposals for CITY, attached hereto as **Exhibit “C”**, **Exhibit “D”**, **Exhibit “E”**, **Exhibit “F”**, and **Exhibit “G”** and each made a specific part hereof by reference. The CONTRACTOR agrees to perform all services required pursuant to this Agreement, as amended.”

SECTION 4. Section 3 of the Original Agreement is hereby revised and amended as set forth below:

“3. **Compensation and Method of Payment.** The CITY agrees to compensate CONTRACTOR monthly, for all services performed, completed, inspected, and properly invoiced pursuant to this Agreement and as more particularly described in **Exhibit “B”** and in **Exhibit “C”** **Exhibit “D”**, **Exhibit “E”**, **Exhibit “F”**, and **Exhibit “G”**. The total amount not to exceed for the commodities and services herein required shall not exceed ~~**ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED TEN DOLLARS AND 17/100 CENTS (\$122,610.17)**~~ **THREE HUNDRED FIFTY-ONE THOUSAND, FIVE HUNDRED EIGHTY-FOUR DOLLARS AND 30/100 CENTS (\$351,584.30).**”

SECTION 5. Section 5 of the Original Agreement is hereby repealed and replaced as set



forth below:

~~“5. **Term.** The work herein required shall be completed within **sixty (60) days of CITY’s notice to proceed**, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. The annual subscription for the OnGuard IDES Client software licenses shall continue for a period of one (1) year following the Go-Live Date. Thereafter, the Parties may agree to renew the OnGuard IDES Client software licenses for additional periods as set forth in a separate written agreement. The annual OnGuard IDES Client software licenses shall not automatically renew.”~~

“5. **Term.** The work required in the Original Agreement, as amended by the First Amendment thereto, shall be completed within **sixty (60) calendar days of CITY’s receipt of the Non-Programmed Blue Diamond Mobile Readers as listed in Exhibit “C”, and the Husky IVO 1800 equipment and related hardware and materials, as listed in Exhibit “D”, Exhibit “E”, Exhibit “F”, and in Exhibit “G”, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. The annual subscriptions for the Upgrade and Support Plan (“SUSP”) for the OnGuard ADV server software, and for the BlueDiamond Mobile Credential Licenses shall continue up to July 27, 2023. Thereafter, the Parties may agree to renew the SUSP for OnGuard ADV, and the BlueDiamond Mobile Credential Licenses through issuance of CITY Purchase Orders for additional periods.”**

SECTION 6. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 6.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, 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; or
- 6.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 6.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 6.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from



time to time and briefly described herein below.

7.1 **Definitions for this Section.**

7.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

7.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

7.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 11. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 12. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SAFEWARE, INC.

Signed By: Jessica M. Faulkner

Printed Name: Jessica M. Faulkner

Title: Assistant Secretary