

**RESOLUTION NO. \_\_\_ of 2024**

**August 20, 2024**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO  
THE MASTER CUSTOMER AGREEMENT WITH T2 SYSTEMS  
FOR MOBILE PAY SOFTWARE**

**WHEREAS**, the City of Hudson entered into a Master Customer Agreement with T2 Systems in February of 2024 for Parking Enforcement and Permit Management software;

WHEREAS, the City of Hudson is seeking to acquire a new parking enforcement & permit management pay stations and software; and

**WHEREAS**, software for the pay station will be provided through T2 System MobilePay solutions with 16 Luke Cosmo pay stations to be provided by Integrated Technical System;

**WHEREAS**, the City wishes to enter into an addendum to its Master Customer Agreement with T2 Systems, Inc., a copy of which is attached hereto and incorporated herein, for the purchase and use of T2 Systems MobilePay solutions at an initial annual amount of \$1,250.39 with such amount covering up to 100 system-wide transaction and 200 system-wide public message per month. Transactions over the initial 100 to be billed at \$0.27 per transaction with Gateway transactions billed \$0.12 per transaction.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor is hereby authorized to execute a the attached Addendum to the Master Customer Agreement with T2 Systems, Inc. for the acquisition and use of its MobilePay software, and;

Introduced \_\_\_\_\_

Seconded \_\_\_\_\_

Approved \_\_\_\_\_  
Kamal Johnson, Mayor

## T2 Systems - Confidential Quotation



**For:** City of Hudson, NY  
**Quote:** Q-42791  
**Date:** 5/2/2024  
**Expires:** 9/30/2024

**Bill To:**  
 City of Hudson, NY  
 520 Warren St.  
 Hudson, New York 12534  
 United States

**Ship To:**  
 City of Hudson Police Department  
 701a Union Street  
 Hudson, NY 12534  
 United States

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**Prepared For:**  
 Thomas DePietro

### Subscriptions

Product Code	Product Name	Quantity	Sales Price	Total
100.3212	T2 MobilePay Base Subscription	1.00	USD 1,000.00	USD 1,000.00
\$83.33 BILLED MONTHLY (ANNUAL PRICE SHOWN) T2 MobilePay Virtual Pay Station  Per Iris Profile, per month. Includes 100 system-wide transactions and 200 system-wide public messages per month. Unlimited zones can be added.				
100.3231	T2 MobilePay Transaction Fee Tier 4 - Pay as you go	1.00	USD 0.27	USD 0.27
INVOICED MONTHLY BASED ON TRANSACTION VOLUME  \$0.27 per transaction over the 100 subscribed total.  Example: 1,000 monthly transactions processed. Billing would be 900 x \$0.27 = \$243				
100.3221	T2 MobilePay Gateway	1.00	USD 0.12	USD 0.12
INVOICED MONTHLY BASED ON TRANSACTION VOLUME Gateway billed at \$0.12 per transaction using an NMI approved processor. List of approved processors attached.  Example: 1,000 monthly transactions processed. Billing would be 1,000 x \$0.12 = \$120  Processing fees are incurred with your own processor. T2 is not involved with those rates.				
100.7786	UPsafety Integration (Month)	1.00	USD 0.00	USD 0.00
<b>TOTAL:</b>				USD 1,000.39

### Services

Product Code	Product Name	Quantity	Sales Price	Total
100.3217	T2 MobilePay Implementation	1.00	USD 0.00	USD 0.00
ONE-TIME CHARGE Profile setup of T2 MobilePay. 1 Profile required per bank account. Fee waived because of using multiple T2 Solutions				
100.0060	Remote Training - T2 Iris - up to 2 hours	1.00	USD 250.00	USD 250.00
<b>TOTAL:</b>				USD 250.00

## Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0640	T2 MobilePay 5 10x18 signs included with implementation -	1.00	USD 0.00	USD 0.00
Five (5) 10x18 Dibond signs included with implementation at no additional cost.				
<b>TOTAL:</b>				USD 0.00

## Other

Product Code	Product Name	Quantity	Sales Price	Total
***	Comment	1.00	USD 0.00	USD 0.00
T2 MobilePay is an Iris Software add-on. Customer to provide One (1) month of notice if they would like to cancel.				
<b>TOTAL:</b>				USD 0.00

**Net Total:** USD 1,250.39

**Tax Amount:** USD 0.00

**Tax Comments:** N/A

**Total:** USD 1,250.39

**Additional Information:**

**Freight Term:** FOB-VEND-PP

**Payment Terms:**

**IRIS Profile:** purchasing pay stations not needed for this opp

**End User:** City of Hudson, NY

**GP Customer Number:** 4655

**Billing Terms**

Software subscriptions are invoiced upon Activation.

Upon shipping, 100% of order will be invoiced, with the exceptions of (if applicable):

- Software subscriptions, as outlined above;
- Upon provision, 100% of services, training and/or installation will be invoiced.

As indicated on quote - Shipping costs are to be determined at time of shipment, are estimates only or are set amounts. Actual costs will be reflected on invoices unless set amount has been provided.

Tax rate, if applicable, will be finalized at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

**Project Term and Change Management**

The parties anticipate that T2's Service will begin 10 business days after the dates sales order. The parties estimate that services will be complete within 120 days from start of the project. The timeline may be extended due to availability of required Equipment and Software, availability of client or T2 personnel, changes to the project scope or functional specification. In addition to schedule changes, changes in the Project may result in additional fees such as project re-engagement and/or change orders.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. The new scope will not proceed until the Change Order is executed.

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Upon signature by Customer and submission to T2 Systems Inc., this Quote shall become legally binding. By signing and submitting this Quote, Customer expressly agrees and acknowledges that all products and services purchased by the Customer pursuant to this Quote shall be governed exclusively by the terms and conditions set forth in this Quote, and subject to the terms of the existing MSA or other written agreement between Customer and T2 Systems. By signing and submitting this Quote, Customer represents and warrants that the signatory below has the authority to bind Customer to the terms of this Quote.

**Quote Number: Q-42791**

**PO Required?**

*IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.*

**Customer**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO #