

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Purchase and Sale of Goods is made and entered into this 21st day of **December 2016** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **MOTOROLA SOLUTIONS, INC.**, an Idaho Corporation authorized to do business in the State of Florida (the "Seller").

WITNESSETH

WHEREAS, the City and the Seller entered into that certain Purchase and Sale of Goods Agreement dated **October 7, 2015** (the "Original Agreement") (Reference **PREMIERONE Records System 15-PS-61470** and Original **Clerk Tracking No. 15-00166** for purchase and sale of goods associated with a **Records System Deployment: First Amendment: Contract Price Adjustments** ("Purchase"); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Seller will provide additional resource assistance and effort to complete four designated tasks related to the original Purchase and pursuant to the terms and conditions contained herein.

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. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Item-2, Acceptance; Purchase"** shall be amended for the provision of the Seller to provide additional equipment in the amount of **\$54,327.00** for the **PREMIERONE Records System deployment. Attachment A-1, Scope of Additional Tasks and Basis of Compensation** is attached and made a part of this First Amendment.
3. **"Item-17, Effective Date"** shall be amended to **July 31, 2017** for the provision of additional time the Seller will have for the completion and close out of the Project: **PREMIERONE Records System Deployment.**
4. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

5. This First Amendment 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 Seller have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

SELLER:

MOTOROLA SOLUTIONS, INC.

500 West Monroe Street, 43rd Floor;
Chicago, IL 60661

Attention: **Judy Jean-Pierre**

Legal, Government & Corporate Communications

FEI/EIN Number: On File (ID)

Marcus Messina
Witness (Signature)

Printed
Name: Marcus Messina

By: Bob Busch
(Signature)

Printed
Name: Bob Busch

Title: Area Sales Manager

Change Order No. # 001**Date:** November 21, 2016**Project Name:** Naples P1 RMS FLP14I122A**Customer Name:** Naples Police Department**Customer Project Mgr:** Bijan Razilou, Detective Naples Police Department**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

Document the changes with respect to the project schedule adjustment as it relates the PremierOne™ Records deployment. Refer to Schedule Changes section below for details.

Provide additional resource assistance and effort to complete the following tasks:

- 1) Create Rich Text Format (RTF) outputs for the PremierOne Records Case Report, Cost Recovery and False Alarm modules. Work is limited to these three outputs.
- 2) Migrate eleven (11) of the customer's existing Crystal Reports over to PremierOne Records SSRS Reports. Work is limited to the eleven reports previously provided by the customer. Additional Crystal Report migration to SSRS will require a new change order to be completed.
- 3) Modify the PremierOne Records Booking Module using ACT to map the additional requested fields and create the associated document workflow as provided by the Customer.
- 4) Create Rich Text Format (RTF) outputs for the PremierOne Records Booking Module based upon the sample document provided by the Customer. Work is solely limited to the Booking Report and Marchman Act forms as the output format for the Booking Module.

Additional RTF outputs not specifically mentioned above are not covered and will require effort outside the scope of this change order and a future change order to be completed for that effort.

All work will be conducted remotely by Motorola resources. Each task listed above will be limited to a maximum three revisions to ensure a timely completion. Work will consist of question and answer (Q&A) session(s) pertaining to the specific output or report requirements, output or report development and integrated testing of the both the RTF outputs and SSRS reports.

Contract # **FLP14I122A**
Contract Date: **10/09/2014**

In accordance with the terms and conditions of the contract identified above between the City of Naples and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 469,950
Previous Change Order amounts for Change Order numbers ----- through -----	\$ N/A
This Change Order:	\$ 54,327
New Contract Value:	\$ 524,277

(*) Note: Contract value reflects the actual contract value after customer discount applied.

Completion Date Adjustments

Original Completion Date:	August 2016
Current Completion Date prior to this Change Order:	November 2016
New Completion Date:	July 2017

Changes in Equipment: *(additions, deletions or modifications)* *Include attachments if needed*

No changes

Changes in Services: *(additions, deletions or modifications)* *Include attachments if needed*

No changes

Schedule Changes: *(describe change or N/A)*

Schedule change is as a result of the dependencies and ongoing implementation efforts for the PremierOne CAD deployment with the Collier County Sheriff's Office. There are no costs associated with the schedule change for the PremierOne Records deployment.

Consideration was given to the overlap of the PremierOne CAD implementation and Go-Live schedule, the requirements and demands for the same resources for the PremierOne Records Go-Live, and to account for the holiday period at the end of the year. It has been agreed upon that the PremierOne Records Go Live would move out to third quarter of 2017 in order to allocate adequate time for customer staff to adjust to the new CAD system before transiting over to the new Records system.

Pricing Changes: *(describe change or N/A)*

Increase the total of the contract value as shown above.

Customer Responsibilities: *(describe change or N/A)*

Provide remote (Remote Desktop or VPN) access to the PremierOne Records system for Motorola resource(s).

Designate a resource to work with Motorola staff to answer technical questions on output or reporting requirements, testing of reports and associated modifications.


Provide feedback in a timely manner to Motorola Solutions resource(s) on the five RTF outputs and the eleven SSRS reports that will be designed.

Payment Schedule for this Change Order:*(describe new payment terms applicable to this change order)*

A Milestone Acceptance Certificate will be generated and provided to Naples PD upon completion of the work described and outlined above. Naples PD will sign the Milestone Acceptance Certificate and return to the Motorola Solutions Project Manager. This activity will trigger Motorola Solutions to invoice Naples PD for the work completed.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola
Solutions, Inc.**By: Printed Name: Robert AschTitle: Area Sales Manager-FLDate: 12-21-2016Reviewed by: Collin P. Osterberg
Motorola Solutions Project Manager**Customer**By: Printed Name: A. William MossTitle: City ManagerDate: 1-16-17Date: November 21, 2016