

**SECOND AMENDMENT TO AGREEMENT
(SERVICES)**

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services is made and entered into this **4th day of May 2016** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **T2 SYSTEMS CANADA, INCORPORATED**, a Foreign Profit Corporation (the Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Services, dated **April 1, 2015** (the "Original Agreement") (Reference Original Bid No. **RFP 15-001** and Original **Clerk Tracking No. 15-00041** for services associated with **Beach Parking Pay Stations: Second Amendment: Revisions to Article 4.1 Compensation** ('the Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor will provide additional services 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. "Article Four, Compensation" 4.1 shall be amended by **\$95,736.00** to order an additional (12) Pay Stations. **Attachment A-1 Basis of Compensation and Warranty Statement** indicates the details of the additional Pay Stations which is attached and made a part of this Second Amendment.
3. The terms of this Second 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 Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Second 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 Contractor have caused this Second 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

CONTRACTOR:

T2 SYSTEMS CANADA, INC.

330 – 4260 Still Creek Drive
Burnaby BC V5C 6C6 Canada
Att: **Tim Maginn**
Executive Vice President, Sales

By: Tim Maginn
(Signature)

Karen Hartley
Witness (Signature)

Printed
Name: Karen Hartley

Printed
Name: Tim Maginn

Title: EVP

FEI/EIN Number: On File (Canada)
A Foreign Profit Corporation

SALES QUOTE



T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 40479
Sales Quote Date: April 20, 2016
Location Code: MAIN WHSE

CONFIDENTIAL

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Bill To:
 City of Naples
 735 8th St. S
 Naples, FL 34102
 USA
 Lisa Douglass
 239.213.1801
 ldouglass@naplesgov.com

Sell To:
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 Naples, FL 34102
 USA
 Lisa Douglass
 239.213.1801
 ldouglass@naplesgov.com

Ship To:
 City of Naples
 Community Services Admin
 280 Riverside Cir.
 Naples, FL 34102
 USA
 Don Brown
 213.239.7104
 dbrown@naplesgov.com

Bill-to Cust. ID: 1479
 Sell-to Cust. ID: 1479
 End User:
 Sell To EIN No.: 59-6000382
 Payment Terms: Net 30
 Sales Phone:
 Sales E-mail:
 P.O. No.:
 Ref. No.:
 Digital Iris/EMS Cust. Name:

Ship Advice: Complete
 Ship Via: Ground
 Ship To EIN No.: 59-6000382
 Freight Terms: FOB – Vendor, Prepay & Add
 Account Managers: Alex Tallentire
 Sales Code:
 Requested By:
 Outside Sales (NCM): LP
 Inside Sales (NCM):

Item No.	Description	Unit	Qty.	Unit List Price	Disc. %	Unit Disc. Price	Total Price
900.0022	LUKEII-200B 38K-Solar-CxCx-x-P Includes: 38-Key Keypad 18W Single SlimLine Solar Panel Coin Acceptor, Credit Card Reader 2 Inch Thermal Printer P-Label, set of 2	Each	12	7,728.00		7,728.00	92,736.00
880.4040	Coin Shutter-L2	Each	12				
886.0042	Modem Kit-CDMA Verizon-L2 (V5) EVDO	Each	12				
115.0108	Coin Canister-L2 spares not included 100.0082: Match Existing Key - Maintenance LII Match to DU278	Each	12				
880.4030	Lock-Maintenance-L2 100.0083: Match Existing Key - Collections LII Match to DL278	Each	12				
880.4036	Lock-Collections-L2 No additional keys included	Each	12				
663.0050	Paper 2in T8-60mm High Humidity	Each	12	41.00	100		
100.0053	Installation by Parker Systems Shipping & Handling Included in base price Continued on page 2	Each	12	250.00		250.00	3,000.00
							95,736.00

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Item No.	Description	Unit	Qty.	Unit List Price	Disc. %	Unit Disc. Price	Total Price
	Continued from page 1						95,736.00

Iris quote provided separately.
 Order will not be accepted without signed
 Iris/EMS quote being returned to T2.

Training not included in quote.
 Shipping included in base price.

Please review all details on this quote, including
 ship to address, EIN number, and key code.
 If you would like to proceed with placing this
 order, please submit a matching signed quote
 to fax 604.687.4329.

Warranty pricing on units to sync as follows:
 In calendar year 2017, T2 agrees to work with the City of
 Naples to sync up warranty renewal schedules from Sales
 Order recieved in 2015

Keys and collection spares to be ordered separately, if
 needed.

Total:	96,228.00
Discount:	-492.00
Subtotal:	95,736.00
Total Tax:	0.00
USD Total:	95,736.00

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	95,736.00

Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
.....

Thank you for your business!

Fax Back to: 604.687.4329



8900 Keystone Crossing #700
Indianapolis, IN
Telephone: (317) 524-5500

April, 21 2016

To Whom It May Concern:

In calendar year 2017, T2 agrees to work with the City of Naples to synch up warranty renewal schedules from Sales Orders received in 2015 (year 3 will start in May 2017) , and the warranty renewal date of this order (projected to start in June/July 2017).

Yours truly,

Tim Maginn
Executive Vice President, Sales
T2 Systems