



**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**SECOND AMENDMENT TO AGREEMENT  
TO PROVIDE COMMUNICATION AND  
RECORD MANAGEMENT SERVICES**

This Second Amendment to the Agreement to Provide Communication and Record Management Services (the "Agreement") is entered into and made effective as of the \_\_\_\_ day of October, 2017, by and between the Town of Huntersville, a North Carolina municipal corporation (the "Town"), specifically the Huntersville Police Department (the "HPD"), and the City of Charlotte, a North Carolina municipal corporation (the "City"), specifically the Charlotte-Mecklenburg Police Department (the "CMPD").

**RECITALS**

**WHEREAS**, the parties previously entered into the Agreement for the CMPD to provide communication and record management services to the HPD;

**WHEREAS**, the parties previously entered into a First Amendment to the Agreement to address electronic data storage;

**WHEREAS**, the parties now wish to amend the Agreement to make adjustments to pricing for maintenance and support services; and,

**WHEREAS**, the parties desire to reduce the terms and conditions of the maintenance and support services pricing adjustments to this written form.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**AGREEMENT**

1. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Section 3.2.5 of the Agreement is hereby removed and replaced with the following:  
3.2.5. HPD will pay for E-911 and Dispatch Services yearly as set forth in Exhibit A.
3. Section 8 ("Notices and Principal Contacts") is hereby amended to substitute Chief Cleveland Spruill as the principal contact for HPD.

4. This Second Amendment hereby modifies Exhibit A and Exhibit B, which are attached and incorporated by reference herein.
5. Except to the extent specifically provided herein, this Second Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Agreement.
6. In all other respects and except as modified herein, the terms of the Agreement and First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed on the date first written above.

**ATTESTED:**

**CITY OF CHARLOTTE**

**TOWN OF HUNTERSVILLE**

**BY:** \_\_\_\_\_  
**ASSISTANT CITY MANAGER**

**BY:** \_\_\_\_\_  
**TOWN MANAGER**

**ATTESTED:**

**BY:** \_\_\_\_\_  
**CITY CLERK**

**This instrument has been preaudited in the manner required by  
the Local Government Budget Fiscal Control Act.**

\_\_\_\_\_  
**Finance Officer**

\_\_\_\_\_  
**Date**

**EXHIBIT A  
SCOPE OF WORK**

**MAINTENANCE AND SUPPORT SERVICES**

**E-911 and Dispatch Services**

- **Communications-911 Services**

**Software Support Services**

- **CMPD Computer Technology Services**
- **City IT**

7/1/2017-6/30/2018	7/1/2018-6/30/2019	7/1/2019-6/30/2020	7/1/2020-6/30/2021	7/1/2021-6/30/2022	7/1/2022-6/30/2023
\$289,212	\$300,000	\$309,000	\$318,270	\$327,818	\$337,653

**EXHIBIT B  
PAYMENT SCHEDULE**

**Years 6-11 July 1, 2017-June 30, 2023**

**Huntersville will be invoiced quarterly for annual Maintenance and Support Services.**