

C23-1249-1

AMENDMENT NO. 1 LINKING AGREEMENT (MOTOROLA SOLUTIONS, INC., Contract No. C23-1249-1)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this **8th day of October, 2024**, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Motorola Solutions, Inc., a Delaware Corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Motorola Solutions, Inc. (“Contractor”) previously entered into a Linking Agreement, Contract No. C23-1249, dated December 12, 2023 (“Agreement”); and
- B. The Agreement was entered into October 9, 2019 and expires October 8, 2024. The City may extend the Agreement for five (5) one-year periods if the Cooperative Agreement is likewise extended.
- C. The State of Arizona, member of the State of Arizona Cooperative Purchasing Cooperative, entered into Public Communications Equipment and Services Contract CTR046830. The Cooperative Agreement allows its cooperative use by other governmental agencies including the City. The master contract has been extended to October 9, 2026 (Exhibit A); and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from October 9, 2024 through October 8, 2025, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work shall include the replacement of 274 mobile radios, 25 motor radios, 15 consolettes related equipment and subscriptions and additional new portable radios, accessories, and subscriptions.
- 4. **Compensation.** The compensation for this Agreement increased by \$4,000,000, for a new not to exceed amount of \$10,500,000 for the entire term of the Agreement.

5. **Insurance Certificate.** Current certificate will expire on July 1, 2025. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)


APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Motorola Solutions, Inc.
a Delaware Corporation

Signed by:
 9/27/2024
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By: Jimmy Trivedi
Its: Authorized Signer

	Contract Amendment		Arizona Department of Administration State Procurement Office 1802 W Jackson St., #100 Phoenix, AZ 85007
	CTR046830	Amendment One (1)	

<p>CONTRACTOR: MOTOROLA SOLUTIONS INC 3332 E. Broadway Rd. Phoenix, AZ 85040</p> <p>CONTACT: Walter Whately PHONE: (520) 457-8604 EMAIL: walter.whately@motorolasolutions.com</p>	<p>STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 1400 W Washington St. 3100 Phoenix, AZ 85007</p> <p>CONTACT: Jim Atkins PHONE: (602) 245-8268 EMAIL: james.atkins@azdoa.gov</p>
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Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

- 1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.