



**FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
LOGICALIS, INC.**

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this “First Amendment”) is entered into as of _____ 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Logicalis, Inc., a New York Corporation (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into the Linking Agreement, No. CON-26-022-IT, dated September 16, 2025, for the Contractor to provide fire, security, and communication system solutions (the “Agreement”).

B. The Town has determined that additional services by the Contractor are necessary (the “Additional Services”).

C. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services, and (iii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2026, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

4. Compensation. The Town shall compensate the Contractor in an amount not to exceed \$100,000 for the Additional Services, at the rates set forth in the Fee Proposal attached hereto as a part of Exhibit 1. This results in an increase of the combined not-to-exceed compensation for all goods and services purchased under the Agreement from \$209,278.79 to \$309,278.79.

5. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

7. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or 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. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

LOGICALIS, INC.,
a New York corporation

By: _____

Name: _____

Title: _____

EXHIBIT 1
TO
FIRST AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
LOGICALIS, INC.,

[Additional Scope of Work and Fee Proposal]

See following pages

PCR for Verkada VS Opp107665
Quotation # 2026-228464v5

Prepared By Logicalis for:
Town of Paradise Valley

*To the attention of :
James Bailey
Town of Paradise Valley
6401 E Lincoln Dr
Paradise Valley, AZ 85253-4328
Tel: 480-348-3671
Email: jbailey@paradisevalleyaz.gov*

April 07, 2026

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$51,513.92
Professional Services	\$29,370.80
Additional Charges	\$2,508.60
Grand Total	\$87,436.64



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

PCR for Verkada VS Opp107665
 Quotation # 2026-228464v5

Customer Name & Address	Logicalis Account Executive
James Bailey Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85253-4328 480-348-3671 jbailey@paradisevalleyaz.gov	Robert Lundblade 8945 S. Harl Ave. Tempe, AZ 85284 +1 4808503480 robert.lundblade@us.logicalis.com
Bill To Address	Ship to Address
Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85253-4328 ATTN: Accounts Payable	Town of Paradise Valley 6401 E Lincoln Dr Paradise Valley, AZ 85253-4328 ATTN: James Bailey 480-348-3671 jbailey@paradisevalleyaz.gov

This Quotation adheres to the pricing requirements of the 1GPA Contract #21-07P-13 contract.

Item	Qty	Manufacturer	Part Number	Description	Unit Price	Extended Price
Products						
1	4	VERKADA	ACC-INT-HOOD-1	TD53/TD63 Rain Hood	\$35.28	\$141.12
2	9	VERKADA	ACC-MNT-PEND-1	Pendant Cap Mount	\$49.68	\$447.12
3	20	VERKADA	LIC-CAM-1Y-CAP	1-Year Camera License, Capacity Increase	\$157.68	\$3,153.60
4	5	VERKADA	LIC-CAM-MLT4-1Y-CAP	1-Year Four-Camera Multisensor License, Capacity Increase	\$467.28	\$2,336.40
5	6	VERKADA	CD43-512-HW	CD43 Indoor Dome Camera, 512GB, 60 Days Max	\$1,007.28	\$6,043.68
6	5	COMMSCOPE	UN874049914/10	Media 6 6504+ Category 6 U/UTP cable plenum BLUE 1K' (CS34P)	\$405.72	\$2,028.60
7	25	COMMSCOPE	760237628	Category 6 Jack Blue	\$9.26	\$231.50
8	25	COMMSCOPE	1-1116697-3	Sm 1 Port- Surface Mount Box	\$3.24	\$81.00
9	25	Allen Tel	AT1603-BU-SLIM	CAT 6 SLIM PATCH CORD 3FT BLUE	\$4.23	\$105.75
10	25	Allen Tel	AT1607-BU-SLIM	CAT 6 SLIM PATCH CORD 7FT BLUE	\$6.03	\$150.75
11	9	HD	MISCHDWE	Misc. Hardware Kit (ty-raps mounting hardware)	\$79.20	\$712.80

Item	Qty	Manufacturer	Part Number	Description	Unit Price	Extended Price
12	2	VERKADA	CP52-512E-HW	CP52 Outdoor PTZ Camera 512GB 30 Days Max	\$2,663.28	\$5,326.56
13	4	VERKADA	CF83-512E-HW	CF83-E Outdoor Fisheye Camera 512GB 30 Days Max	\$1,295.28	\$5,181.12
14	5	VERKADA	ACC-MNT-CORNER-1	Corner Mount	\$143.28	\$716.40
15	4	VERKADA	ACC-MNT-ARM-1	Arm Mount	\$71.28	\$285.12
16	5	VERKADA	CH52-1TBE-HW	CH52-E Outdoor Multisensor Camera 1TB 30 Days Max	\$2,591.28	\$12,956.40
17	4	VERKADA	CD43-512E-HW	CD43-E Outdoor Dome Camera 512GB 60 Days Max	\$1,199.25	\$4,797.00
18	1	VERKADA	CM42-512-HW	CM42 Indoor Mini Dome Camera 512GB 60 Days Max	\$824.25	\$824.25
19	3	VERKADA	CB52-512E-HW	CB52-E Outdoor Bullet Camera 512GB 60 Days Max	\$1,499.25	\$4,497.75
20	2	VERKADA	VX52-HW	VX52 Viewing Station	\$374.25	\$748.50
21	2	VERKADA	LIC-VX-1Y-CAP	1-Year Viewing Station License Capacity Increase	\$374.25	\$748.50
<i>Products Subtotal</i>						\$51,513.92
22	1		Non-standard Shipping	Non-standard Shipping	\$139.00	\$139.00
23	2		Lift	Lift	\$857.00	\$1,714.00
24	1		Non-standard Shipping	Non-standard Shipping	\$655.60	\$655.60
Logicalis Professional Services - Fixed Fee						
25	1	Labor	PS	Project Completion	\$29,370.80	\$29,370.80
<i>Logicalis Professional Services Fixed Fee Subtotal</i>						\$29,370.80

Grand Total	
Products and Services Subtotal:	\$80,884.72
Freight Charges:	\$794.60
Sales Tax:	\$4,043.32
Additional Fees:	\$1,714.00
Grand Total:	\$87,436.64

Professional Services Statement of Work

Communication & Network Services - Cabling

Tasks and Activities

- 1 Implement
 - 1.1 Cabling
 - 1.1.1 Logicalis will install twenty-six (26) CAT6 cable runs
 - 1.2 Documentation
 - 1.2.1 Provide copper cable test results

Communication & Network Services - Physical Security

Tasks and Activities

- 1 Implement
 - 1.1 Security Cameras
 - 1.1.1 Logicalis will install six (6) CD43 indoor Verkada cameras
 - 1.1.2 Logicalis will program twenty-four (24) camera licenses into the viewing software
 - 1.1.3 Logicalis will install four (4) CD43 outdoor Verkada cameras
 - 1.1.4 Logicalis will install two (2) CP52 Verkada cameras
 - 1.1.5 Logicalis will install four (4) CF83 Verkada cameras
 - 1.1.6 Logicalis will install one (1) CM42 Verkada cameras
 - 1.1.7 Logicalis will install three (3) CB52 Verkada cameras
 - 1.1.8 Logicalis will install five (5) CH52 Verkada cameras
 - 1.1.9 Logicalis will remove two (2) existing cameras from the court building and install them on the Town Hall building
 - 1.1.10 Logicalis will install one (1) camera on the PD building to monitor the drones
 - 1.2 Documentation
 - 1.2.1 Provide field of views
 - 1.2.2 Provide equipment inventory
 - 1.3 Viewing Stations
 - 1.3.1 Logicalis will install two (2) viewing stations

Deliverables

- Copper cable test results
- Field of views
- Equipment inventory

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following Project Management Services:

Project Management (L3)

Planning

- Project kick-off call
- Introduce project team and define roles & responsibilities.
- Resource Scheduling
- Project Work Breakdown Structure (WBS)
- Project Plan and Workbook, consisting of:
 1. Delivery Team Contact Information
 2. Project RASIC Chart
 3. Project Communication Plan
 4. Project Schedule
 5. Project Issues & Actions Log

6. Project Change Request Log
7. Project Risk Register Log

Execution

- Tracking of Products relating to this SOW ordered through Logicalis, if applicable
- Project status meetings and minutes*
- Project status reports, consisting of:
 1. Overall Project health & status indicators
 2. Percentage Complete
 3. Project Phase
 4. High Level Accomplishments
 5. Current Activities / Upcoming Activities, Past Due Activities
 6. Project Issues & Risk Management Registers
- Resource schedule management
- Project escalations coordination and communications

Monitoring & Controlling

- Project Deliverables management
- Scope and Project Schedule management
- Document Project Change Requests (PCRs), if applicable
- Labor hours consumption and expenses for Time & Material engagements
- Project WBS & milestone management
- Ensure customer satisfaction

Closing

- Project closure Deliverables review call with Customer
- Project closure and Acceptance processing

***Project Meeting Parameters: (L3)**

- The purpose of project status meetings is to focus on the health of the project, project schedule progress, priority tasks, issues, and risk management activity. The frequency and cadence of these meetings will be determined by the Logicalis Project Manager based factors such as the project scope, project duration, complexity, and customer availability; provided, however, that such meetings will not occur more than once per week unless otherwise specified herein or agreed upon in a PCR. The Logicalis Project Manager will coordinate, in good faith, the date and time of the meetings with the Customer's Project Manager or primary Point of Contact.
- Project planning sessions and other ad hoc meetings not specific to project status, will be scheduled in the discretion of the Logicalis Project Manager based on the needs of the project.
- Ad hoc and/or recurring Customer hosted meetings that require participation of the Logicalis Project Manager or any assigned Logicalis personnel is not included in the Fixed Price for the Services and will require a PCR if Customer requests Logicalis personnel to attend. If the Project is priced on a Time and Material basis, then Customer will be billed according to the rates set forth herein.

Professional Services Assumptions / Customer Responsibilities

- The Customer will be responsible for all electrical work required to supply the appropriate input power to the new equipment.
- Any and all services related to architectural, electrical, and/or mechanical work is the Customer's responsibility; and specifically excluded from this Scope of Work.
- The Customer will provide a current asbestos report prior to resource arrival on-site.
- All cable pathways are free and clear.
- Should there be any challenges on these pathways, Logicalis will advise the Customer at the earliest possible time.
- This quote excludes any repairs for pathways/conduits, if conduit is required, a PCR will be generated.
- Logicalis assumes that a lift is not needed for this engagement, if a lift is needed, a PCR will be generated.
- Logicalis assumes the cable runs are less than 300ft to the MDF/IDF locations.
- Logicalis assumes existing patch panels will be utilized.
- The Customer is responsible for all network configurations.

Contiguous Delivery

Logicalis has selected, designed, and quoted the Services to be performed and (as applicable) Deliverables to be provided under this SOW with an understanding that they will be delivered on a contiguous schedule in accordance with the timeline set forth herein. Adherence to this contiguous timeline enables Logicalis to deliver maximal value to Customer in the most timely and efficient manner. Customer acknowledges and agrees that a Project Change Request, setting forth any applicable adjustments to the project timeline and pricing, including but not limited to hourly, recurring, and flat fee pricing (depending on the impact on Logicalis' efficiencies and resource allocations), will need to be made and executed in any of the three (3) following events:

1. Customer requests a change of the SOW timeline or scheduling of Services for convenience; or
2. Customer is the precipitating reason, either by its own action or inaction or that of its contractors, agents, employees, or (as applicable) users of Services performed under this SOW, cause a delay in the performance of Services by Logicalis; or
3. Customer requests a project hold (i.e., a pause in Logicalis' performance of Services).

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the 1GPA Contract #21-07P-13 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Pricing set forth in this Quotation is based on current pricing from the manufacturer and/or authorized distributor and is subject to change without notice in the event Products' manufacturer/distributor changes the price to Logicalis. Notwithstanding the acceptance of this Quotation by Customer, if any time prior to shipment of the Products, the manufacturer and/or authorized distributor changes its price to Logicalis due to supply chain disruptions, component shortages, currency fluctuations/tariffs, or any other circumstance beyond Logicalis' reasonable control, then Logicalis reserves the right to (a) adjust the price to Customer to reflect the price change; or (b) immediately cancel all or part of an order placed by Customer under this Quotation upon written notice, without penalty or liability. Logicalis will promptly notify Customer upon receiving notice of any manufacturer/distributor price change affecting any Products in this Quotation. If Logicalis adjusts the pricing for the affected Product(s), Customer may choose to proceed at the adjusted price or cancel the order for the affected Product(s) without penalty.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. For Cisco Products being resold by Logicalis pursuant to this Quotation, Customer hereby agrees to be bound by the applicable Cisco General Terms (including applicable Offer Descriptions), Buying Programs, Supplemental Terms, and other terms and conditions terms governing the access and use of such Products, which are located at the following link(s) as applicable ("Cisco Terms"): (a) www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html for all Product offerings stated therein; and (b) for Products that are packaged Cisco services, https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Services-Guide.pdf. The Cisco Terms are incorporated herein by reference. For any Cisco Products purchased on a subscription basis, the subscription shall automatically renew for subsequent terms equal in duration to the initial term at Logicalis' then-current prevailing rates in effect at the time of renewal unless Customer, no less than forty-five (45) days prior to the end of the then-current subscription term, either: (a) issues a new purchase order to Logicalis; (b) accepts a Logicalis Quotation for renewal of such Products; or (c) provides written notice of non-renewal to Logicalis.

Terms Applicable for Professional Services Sales

1. To the extent applicable, the terms of the 1GPA Contract #21-07P-13 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.