



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.

MOBILE RADIOS

This Linking Agreement for Cooperative Purchase (hereinafter “**Linking Agreement**”) is made and entered into on this ____ day of _____, 2021 (“Effective Date”) by and between the Town of Paradise Valley, an Arizona municipal corporation (hereinafter designated as the “Town”) and Motorola Solutions, Inc., a Delaware corporation, authorized to do business in Arizona (hereinafter designated as “**Contractor**”), (each individually a “Party,” together “Parties”).

RECITALS

A. On October 9, 2019, the State of Arizona entered into a contract with Contractor to purchase goods and services described in the State of Arizona Solicitation No. ADSP019-00008376 and State of Arizona Contract for Public Communications Equipment and Services, Contract No. CTR046830 (“**Cooperative Purchasing Agreement**”), which is incorporated herein as if fully set forth. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Town; and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

C. The Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement as the basis of this Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and the Town, in consideration of the foregoing Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. Contractor shall provide Town the supplies and/or services, generally described as 10 All Band mobile radios and associated equipment, and more particularly identified in the Motorola Solutions, Inc. Quote No. QUOTE 1573303 dated 10-8-2021 (“**Scope of Work**”) attached hereto as **Exhibit A** and incorporated herein by this reference.

- 1.2. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Linking Agreement, except to the extent otherwise provided in Exhibit B. As used in this Linking Agreement, all references to the State of Arizona or its agencies and departments in the Cooperative Purchasing Agreement shall mean the Town of Paradise Valley, Arizona, and/or its departments.
- 1.3. Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit A or B and the Cooperative Purchasing Agreement, Exhibits A and B take precedence.**
2. Payment. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract. The total compensation for the supplies and/or services purchased under this Linking Agreement shall not exceed \$80,751.40, as provided in **Exhibit A**.
3. Contract Term and Renewal.
 - 3.1. According to the Cooperative Purchasing Agreement, purchases can be made from the date of the award, which was October 9, 2019, until the date the contract expires on October 9, 2024, unless the term of the Cooperative Purchasing Agreement is extended by the original contracting parties.
 - 3.2. The term of this Linking Agreement shall commence upon the Effective Date set forth above and shall remain in full force and effect through June 30, 2021, or until all work under this Linking Agreement is completed and satisfactory to the Town, whichever is earlier, unless terminated as otherwise provided in this Linking Agreement.
4. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Linking Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Linking Agreement are in full force and effect.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

(Signatures on Following Page)

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

By: Jill Keimach
Its: Town Manager

ATTEST:

Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

MOTOROLO SOLUTIONS, INC.,
a Delaware corporation

By: _____

Its: _____

EXHIBIT A
LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MOTOROLA SOLUTIONS, INC.

MOBILE RADIOS

SCOPE OF WORK AND PRICING

See Attached Quote No. QUOTE-1573303

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EXHIBIT B
LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MOTOROLA SOLUTIONS, INC.

MOBILE RADIOS

SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Pete Wingert, Chief of Police
Paradise Valley Police Department
Town of Paradise Valley
6433 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253