

**AMENDMENT NUMBER FIVE TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MOTOROLA SOLUTIONS, INC.**

THIS AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES AGREEMENT (this “Fifth Amendment”) is made between the City of Tolleson, an Arizona municipal corporation (the “City”) and Motorola Solutions, Inc., a Delaware corporation (the “Vendor”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City entered into a Professional Services Agreement as of November 24, 2020, as amended by the First Amendment dated July 14, 2022, the Second Amendment dated August 24, 2022, the Third Amendment dated December 13, 2022 and the Fourth Amendment dated December 20, 2023 (collectively, the “Agreement”), with the Vendor who is the sole provider of the Spillman Flex CAD technology, its portfolio of software applications, and annual maintenance and support.

B. The City and Vendor wish to enter into this Fifth Amendment to amend the Agreement to renew and extend the Term of the Agreement and to increase the compensation paid to Vendor pursuant to the intent and agreement between the City and the Vendor.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the City and the Vendor agree to amend the Agreement as follows:

1. The parties agree to amend Paragraph 1 Term of Agreement as follows:

1. Term of Agreement. ~~The term of the Agreement is extended to November 23, 2024.~~ **This Agreement is extended and shall be effective on the last signature date set forth below and shall remain in full force and effect until November 23, 2025 (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.**

2. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:

3. Compensation. ~~The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$40,000.00~~~~90,000.00~~~~150,000.00 for Parts and Services at the unit rates set forth in the Fee Proposal, attached to the Agreement as Exhibit B and incorporated herein by reference.~~**Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$300,000.00 for each fiscal year, for the Services at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).**

3. Effect of Amendment. In all other respects, 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.

4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this 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 Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

By: _____
Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”
MOTOROLA SOLUTIONS, INC.,
a Delaware Corporation

By: _____
Name: _____
Its: _____

Date