### SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE RADIOS AND COMMUNICATIONS EQUIPMENT

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE RADIOS AND COMMUNICATION EQUIPMENT (this "Second Amendment") is made and entered into this \_\_\_\_\_\_ of <u>November</u> 2023, by and between Motorola Solutions Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

#### Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Radios and Communication Equipment dated November 1, 2019 (the "Contract") pursuant to which the Company agreed to provide Radios and Communication Equipment for the City of Charlotte.
- B. The parties amended the Contract to extend the Term of the Contract by the First of two (2) oneyear renewal terms and make adjustments to unit pricing.
- C. The parties now desire to amend the Contract to extend the Term of the Contract by the Second of two (2) one-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

#### <u>A G R E E M E N T</u>

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The parties acknowledge and agree that the Contract has been in effect at all times from November 1, 2019, through the present, and that all purchases made during the period from November 1, 2019, through the date of this Amendment are covered by the Contract.
- 4. This Second Amendment extends the Term of the Contract by the Second of two (2) one-year renewal terms to expire on October 31, 2024.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

**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 as of the date first written above.

MOTOROLA SOLUTIONS INC,:	CITY OF CHARLOTTE:
E Hope	
BY:	BY:See Attachment Below
(Signature)	(Signature)
PRINT NAME: Scott Hopkins	PRINT NAME:
TITLE: Territory Vice President	TITLE:
DATE: October 26, 2026	DATE:



# Digital Contract Routing Form Non-Encumbered

Date Submitted: November 02, 2023

Submitted by: Angelica Witherell

Contract #: 2020000396

Submitter email: angelica.witherell@charlottenc.gov

Amendment #:2

Contract Name: Radio and Communication Equipment

Vendor Legal Name: Motorola Solutions, Inc.

Vendor #: 25525

## REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte** 

Liz Babson