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**C-9448-1  
11/22/2016**

**AMENDMENT NO. 1  
WESTERN STATES CONTRACTING ALLIANCE #1907  
AUTHORIZED USER AGREEMENT  
(Contract No. C-9448)**

This Amendment No. 1 ("Amendment") to the NASPO ValuePoint Authorized User Agreement #1907 (f/k/a Western States Contracting Alliance #1907 Authorized User Agreement) ("Agreement") is made this 22 day of ~~November~~ 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cellco Partnership d/b/a Verizon Wireless, a Delaware partnership, authorized to do business in Arizona ("Contractor").

**RECITALS**

- A. City and Contractor previously entered into Western States Contracting Alliance #1907 Authorized User Agreement, Contract No. C-9448, dated November 24, 2014 ("Agreement"), which cooperatively incorporated the terms and conditions of the Participating Addendum Western States Contracting Alliance Wireless Services 2012-2016 Administered by the State of Nevada Master Price Agreement and Exhibit A – Arizona Special Terms and Conditions to Participating Addendum, State of Arizona Contract No. ADSPO13-034099; and
- B. Based on a one-year extension to the Master Price Agreement, the City's Contract No. C-9448 had an initial term beginning on April 10, 2012 and expiring on October 31, 2016. The Master Price Agreement allowed for one year extensions with a maximum aggregate term not to exceed 5 years; and
- C. The City's Contract No. C-9448 expires after October 31, 2016, unless it is extended or modified through a written contract amendment; and
- D. City and Contractor wish to extend the term of the Agreement for a one-year period from November 1, 2016 through October 31, 2017; and
- E. City and Contractor also wish to increase the amount the City may spend annually and the total not to exceed amount of this Agreement as provided herein; and
- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

**AMENDMENT**

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.

10/4/16

2. **Term.** The term of the Agreement is extended for a one-year period from November 1, 2016 through October 31, 2017, unless otherwise terminated or canceled as provided by the Agreement. Notwithstanding the language in the City's Authorized User Agreement that Glendale may remain an Authorized User until October 1, 2019, there are no further extensions available to the Parties under this 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 is unchanged.
4. **Compensation.** Compensation for wireless services paid to Contractor for the one-year extension period shall not exceed five hundred thousand dollars (\$500,000). The total not to exceed amount for the entire term of the contract (the initial 2-year term plus the extension agreed to herein) shall not exceed one million two hundred thousand dollars (\$1,200,000).
5. **Insurance Certificate.** In the event the current insurance policy expires during the term of the extension, a new certificate applying to the extended term must be provided prior to such expiration date to Materials Management and the Contract Administrator.
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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **PCI Compliance.** As a Level 1 Merchant, Contractor is in compliance with the current Payment Card Industry Data Security Standard. Contractor agrees to remain in compliance with such standard during the entire term of this Agreement.
9. **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



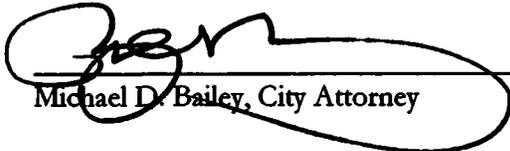
Kevin R. Phelps, City Manager

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Cellco Partnership , a Delaware  
partnership, d/b/a Verizon Wireless



By: Todd Locisano  
Its: Executive Director – Enterprise &  
Government Contracts