

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CDW GOVERNMENT LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of April 27, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and CDW Government LLC, an Illinois limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson") entered into Contract No. 130733, dated August 18, 2013, and amended by Contract Amendment No. One, dated August 15, 2014, Contract Amendment No. Two, dated May 8, 2015, Contract Amendment No. Three, dated May 26, 2016, Contract Amendment No. Four, dated July 26, 2016, and Contract Amendment No. Five, dated February 17, 2017, with the Contractor for the Contractor to provide information technology solutions including desktops, servers, software, peripherals and services (collectively, the "Tucson Contract"). A copy of Contract Amendment Nos. Four and Five are attached hereto as Exhibit 1 and incorporated herein by reference.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement, dated August 26, 2016 (the "Agreement"), based upon the Tucson Contract, for the Contractor to provide the Town with information technology solutions including desktops, servers, software, peripherals and services (the "Materials and Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

D. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional Materials and 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. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until August 15, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$20,000.99 for the Additional Materials and Services at the rates set forth in the Tucson Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$29,999.00 to \$49,999.99.

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 First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has 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.

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

[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 FOUNTAIN HILLS,  
an Arizona municipal corporation

OK  
5/2/17

Grady E. Miller  
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On May 16<sup>th</sup>, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Jennifer Lyons  
Notary Public

(Affix notary seal here)



EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CDW GOVERNMENT LLC

[Tucson Contract Amendment Nos. Four and Five]

See following pages.

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: JULY 26, 2016

CONTRACT #130733-01  
CONTRACT AMENDMENT NUMBER: FOUR (4)  
PAGE 1 of 2  
LW/lr  
PRINCIPAL CONTRACT OFFICER: LLOYD B. WINDLE II

## INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1):

The parties agree any job orders, project agreements or maintenance agreements executed against Contract #130733 during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

### ITEM TWO (2): PRICING

CDW-G Services and service pricing are clarified as follows:

- a. Cloud Services shall be priced at 1% off the manufacturer's list prices.
- b. Additional Services, performed by CDW-G, that do not have pricing specified in pricing Group 11, of Contract #130733 shall be priced at 1% off the Standard Rate.

### ITEM THREE (3):

Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), as required by manufacturers.

### ITEM FOUR (4):

Participating Agencies may request that CDW-G sub-contract with a particular business(es) to provide certain products and services through Contract #130733.

In such cases, the business must be an authorized reseller of CDW-G to sell applicable products and services available through Contract #130733, directly to Participating Agencies ("Authorized Reseller"). A business' status as Authorized Reseller shall be at CDW-G's sole discretion. CDW-G will report all applicable invoiced sales to National IPA, in accordance with Contract #130733.

**\*\*\*END OF AMENDMENT\*\*\***

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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: JULY 26, 2016

CONTRACT #130733-01  
CONTRACT AMENDMENT NUMBER: FOUR (4)  
PAGE 2 of 2  
LW/lr  
PRINCIPAL CONTRACT OFFICER: LLOYD B. WINDLE II

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

**CONTRACTOR:** \_\_\_\_\_

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

*Max Reed*

08/01/16

\_\_\_\_\_  
Signature of person authorized to sign      Date

Max Reed, VP Program Sales

Name and Title (typed or printed legibly)

CDW Government LLC

Company Name

230 N. Milwaukee Ave.

Address

contmgmt@cdw.com

Email Address

Vernon Hills

IL

60606

City

State

Zip

Contact information for Sales/Account Representative  
for daily business operations:

Patricia Karakash, Program Manager

Name and Title (typed or printed legibly)

847-371-5819

Phone Number

patrkar@cdw.com

Email Address

**CITY OF TUCSON:** \_\_\_\_\_

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 1<sup>st</sup> DAY  
OF August, 2016, AT TUCSON, ARIZONA.

*Nathan Daon*

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4105 / FAX: (520) 791-4735  
[Lloyd.Windle@tucsonaz.gov](mailto:Lloyd.Windle@tucsonaz.gov)  
ISSUE DATE: FEBRUARY 17, 2017

CONTRACT #130733-01  
CONTRACT AMENDMENT NUMBER: FIVE (5)  
PAGE 1 of 1  
LW/hb

PRINCIPLE CONTRACT OFFICER: LLOYD B. WINDLE II

## INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2017 through August 15, 2018.

**\*\*\*END OF AMENDMENT\*\*\***

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CDW Government LLC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 4-6-17  
Signature of person authorized to sign Date

Christina V. Rother  
Name and Title (typed or printed legibly)

President, CDW Government LLC  
Company Name  
230 N. Milwaukee Avenue  
Address

crother@cdwg.com  
Email Address

Vernon Hills Illinois 60061  
City State Zip

Contact information for Sales/Account Representative  
for daily business operations:

Patricia Karakash, Program Manager  
Name and Title (typed or printed legibly)

847-371-5819  
Phone Number

patrkar@cdw.com  
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 11<sup>th</sup> DAY  
OF April, 2017, AT TUCSON, ARIZONA.

for Nathan Daon  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally