

**Participating Addendum Number [OK-
MA-145-21-500] for
PUBLIC SAFETY VIDEO SYSTEMS (2024-2028)
between
THE STATE OF MARYLAND
and
MOTOROLA SOLUTIONS, INC.**

This Participating Addendum is entered into by **The STATE OF MARYLAND** ("The State of Maryland") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-500, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

Motorola Solutions, Inc. ("Contractor")
500 W. Monroe St
Chicago, IL 60661

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925) 848-1676

**Tierra Ali-Said, Department of General Services,
Office of State Procurement,
Procurement Officer
Tierra.Ali-Said1@maryland.gov
(410) 767-0788**

The State of Maryland's contact for this Participating Addendum is:

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **October 1, 2024**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** **This Participating Addendum may be used by all State agencies within the State of Maryland if authorized herein and by law. The State of Maryland has sole authority to determine which entities are eligible to use this Participating Addendum.** If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by and construed in accordance with the State of Maryland's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and the State of Maryland and its The State of Maryland.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to the State of Maryland and its The State of Maryland.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to the State of Maryland and its The State of Maryland.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to The State of Maryland may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating



Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by The State of Maryland in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** The State of Maryland may place orders under this Participating Addendum by referencing the Master Agreement Number and Blanket Purchase Order Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and The State of Maryland, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- I. INFORMATION TECHNOLOGY STANDARDS.** None
- II. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment I: The State of Maryland Conflict of Interest Affidavit and Disclosure
 - b. Attachment J: The State of Maryland Mercury Affidavit
 - c. Attachment U: The State of Maryland Contract Affidavit
 - d. The State of Maryland Economic Benefits Form
 - e. The State of Maryland Terms and Conditions
- III. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|-----------------------------------|--|
| For Contractor: | For The State of Maryland: |
| Hannah Karr | Tierra Ali-Said, Department of General Services, |
| Hannah.karr@motorolasolutions.com | Office of State Procurement, |
| (925)848-1676 | Procurement Officer |
| | Tierra.Ali-Said1@maryland.gov |
| | (410) 767-0788 |
- IV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

Between **THE STATE OF MARYLAND** and **Motorola Solutions, Inc.**



IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

Michael Leonard

Printed Name

MSSSI Territory Vice President

Title

October 28, 2024

Date

THE STATE OF MARYLAND:

Signature

Tierra Ali-Said

Printed Name

DGS OSP Procurement Officer

Title

December 6, 2024

Date