

**AMENDMENT NUMBER 1
TO
MOTOROLA CONTRACT NO. 03-13042/RES**

WHEREAS, Motorola, Inc. ("Motorola") and the City of Yuma, Arizona ("Yuma" or "Customer") entered into a Communications System Agreement, Motorola Contract No. 03-13042/RES, ("Agreement") for an Integrated Wireless Mobile Data Solution in July 2003; and,

WHEREAS, Motorola and Yuma desire to extend the period during which additional equipment and software may be ordered under the Agreement; and,

WHEREAS, Motorola and Yuma desire to expand the list of products and services which may be ordered under the Agreement,

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

1. Replace the definition of Contract Price in Section 3 with the following:

"Contract Price" means the total purchase price for the products on an order, exclusive of applicable sales or similar taxes.

2. Replace Section 4.4 of the Agreement in entirety with the following:

4.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** Until June 30, 2015, Customer may order additional Equipment or Software, if it is then available, under the terms and conditions of the Agreement. Attachment 1 to this Amendment describes the products that may be purchased pursuant to this Section 4.4 of the Agreement. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. For avoidance of doubt, System related provisions of the Agreement that shall not apply are: Exhibits B, C and D, Section 4 (except 4.4, 4.6 and 4.7), Sections 5, 6, 7, 8, 9, 10.1, 11.2, 17 and 19. In the event Customer desires to purchase services described in Attachment 1, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly prior to Customer ordering the services. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, and modifications to the acceptance and warranty provisions.

The effective date of this Amendment is April 14, 2010.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 1 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

City of Yuma

BY:

NAME: Gregory K. Wilkinson

TITLE: City Administrator

DATE:

Approved as to form:

By

Steven W. Moore, City Attorney

Attest:

Brigitta M. Kuiper, City Clerk

Motorola, Inc.

BY:

NAME:

TITLE:

DATE:

LARRY MABRY
MSSI VICE PRESIDENT & DIRECTOR, SALES

5/11/2010

Attachment 1
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City of Yuma

APC	DESCRIPTION	APC Disc%
001	CDM 1550L	30.0%
004	EX SERIES	25.0%
005	PR860	25.0%
008	HT1250 U/V	35.0%
015	FIRE GROUND	5.0%
018	CP150/200	25.0%
019	CM200/CM300	25.0%
039	PADCOM/RADIO IP	5.0%
040	ITSS	15.0%
041	ALPR/MVS	10.0%
075	ONE POINT WIRELESS SUITE	15.0%
085	MOSCAD ACE 3600	15.0%
103	CDM750	30.0%
109	CDM1250	30.0%
112	NEXT GEN INFRASTRUCTURE	15.0%
114	COMPORT	10.0%
117	OUTSOURCED FIXED DATA MOSCAD	15.0%
118	911	10.0%
124	DROPSHIP COMMANDSTAR CONSOLE	12.5%
127	GENERAL INSTALLATION	0.0%
128	INSOURCE	0.0%
129	HEADSETS	30.0%
131	MW CHANNEL BANKS	10.0%
136	MINITOR V	35.0%
137	KMC FOR ASN	0.0%
147	MOTOBIDGE ROUTERS	10.0%
150	EXT WARRANTY	0.0%
153	HPD MODEMS	15.0%
159	RADIUS	10.0%
164	GSM, CDMA & IDEN IN-VEHICLE PHONES	10.0%
169	RADIUS	10.0%
170	ML DOCKING AND MOUNTS	10.0%
171	DP2	15.0%
177	RUGGED HANDHELD	25.0%
177	RUGGED HANDHELD (MC35/MC50)	8.0%
177	MOBILE COMPUTING PROD EXTENDED SVCS	18.0%
185	EXT. WARRANTY	0.0%
186	RADIUS	5.0%
189	CABLE/ACCESSORIES	30.0%
195	INFRASTRUCTURE SOFTWARE	0.0%
201	KVL	15.0%
202	CONSOLE FURNITURE	25.0%
204	XTS2500	15.0%
205	XTS2500 700/800	23.5%
207	SITE EQUIPMENT DROPSHIP	10.0%

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208	PM	0.0%
209	RSS	0.0%
214	MOSCAD	15.0%
216	GM300 SMARTRUNK	15.0%
218	FIXED STATIONS	20.0%
219	ASSET & CONFIG MGT	0.0%
222	PD GATEWAY	15.0%
224	FIXED DATA PRODUCTS	15.0%
225	DATA SUBS DEVICES	10.0%
228	CONSOLE	25.0%
229	CONSOLE ACCY	10.0%
232	RADIO SOFTWARE SOLUTION	15.0%
242	FIXED DATA NFM DROPSHIP HW	10.0%
246	CP125	25.0%
261	TEST EQUIPMENT	15.0%
262	BRANDED AND OUTSOURCED TEST	0.0%
271	CARRY CASES	20.0%
275	FIXED DATA PRODUCTS	10.0%
276	XTL5000 CONSOLETTTE	20.0%
277	MTC 3600/9600	10.0%
280	ASTRO	20.0%
281	ASTRO	20.0%
286	TRAINING	0.0%
287	VRS	5.0%
291	CDR700	25.0%
3132	DATA SUBS DEVICES	25.0%
320	XTS5000 U/V	18.5%
322	MCC5500	15.0%
328	GOLD ELITE	18.5%
332	CONVENTIONAL FLASHPORT	5.0%
333	DATA APPLICATIONS	15.0%
339	DATA APPLICATIONS	15.0%
343	ML910* DISCONTINUED ITEM	24.0%
362	DUPLEXER	15.0%
371	RSS	5.0%
372	SPEAKER MICS	20.0%
374	ASTRO CONSOLETTES	20.0%
375	DARCOM	10.0%
377	MTC 3600/9600	15.0%
381	RNC 3000	15.0%
382	FIXED SOFTWARE AND LICENCES	10.0%
403	PD CABLES	15.0%
404	GOLD ELITE	18.5%
407	XTS2500 U/V	18.5%
415	MONITORS	10.0%
417	RESALE FIXED ACCY AFTERMARKET	15.0%
424	DIGITAC	15.0%
425	WAN SW	15.0%
430	FLASHPORT SFTWARE UPGRADE	0.0%
442	PR400	25.0%

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443	MGEG/MCC5500	18.5%
448	QUANTAR	25.0%
461	FSO	0.0%
469	FIXED DATA NFM HW	10.0%
453	LMPS	20.0%
454	RNSG INFRASTRUCTURE	0.0%
462	KVL ASTRO	5.0%
469	NFM PRODUCTS	15.0%
476	SCHAUMBERG DC ACCYS	20.0%
495	PD GATEWAY	10.0%
499	MOSCAD	10.0%
500	XTL5000 CONSOLETTTE	18.5%
503	VRM CABLES	5.0%
508	VRM850	10.0%
509	QUANTAR	25.0%
512	MTR2000	27.0%
514	XTL2500 700/800	20.0%
515	RADIUS PRODUCTS	15.0%
514	XTL2500 U/V	18.0%
519	NETWORK AND SECURITY MGT WARRANTY	0.0%
524	MOTOBRIDGE	15.0%
525	ASTRO TAC/DIU	15.0%
537	QUANTAR	20.0%
547	RADIUS PRODUCTS	15.0%
554	ANTENNA	15.0%
555	RADIUS PRODUCTS	15.0%
556	PAGING OUTSOURCED	5.0%
570	PDR3500	8.5%
577	RADIUS PRODUCTS	15.0%
585	XTL5000 W/O5	18.5%
595	STR	10.0%
606	PTP TO MULTIPOINT (PMP) CANOPY	15.0%
626	PR1500	25.0%
644	ANTENNA	15.0%
647	TRUNKING PRRODUCT SYSTEM	0.0%
655	APX7000	20.0%
656	APX7500	20.0%
672	HT750	35.0%
675	FIXED STATIONS	20.0%
676	FIXED STATIONS	20.0%
680	FIXED STATIONS	20.0%
682	RADUS PRODUCTS	20.0%
683	MOTOMESH/MESH	15.0%
687	XTS1500/PR1500	15.0%
688	PVT DATA SW	0.0%
706	ACCESSORIES	20.0%
708	COMPUTER/MODEMS DROPSHIP	10.0%
721	XTS5000 700/800	18.5%
726	XTL1500 U/V	10.0%
735	DATA SUBS DEVICES	22.0%

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740	OUTSOURCED CONSOLES	15.0%
742	RADIUS PRODUCTS	0.0%
743	ASTRO TAC/QUANTAR REC	15.0%
744	RADIUS PRODUCTS	0.0%
749	HT1250 U/V	35.0%
772	TECHNICAL SUPPORT	0.0%
775	XTL1500 700/800	20.0%
780	GR500/1225	30.0%
785	CHARGERS/RECONDITIONERS	20.0%
792	WARIS	25.0%
793	CDR700	25.0%
794	CDR500/700	30.0%
795	RADIUS PRODUCTS	20.0%
799	RADIUS PRODUCTS	20.0%
800	SERVICE (WIRELESS VALLEY)	15.0%
811	CRYPTER ENCRYPTION	15.0%
818	RAILROAD MCX SPECTRA	15.0%
823	SSA/UAP	0.0%
832	WLAN PRODUCT & ACCY	25.0%
832	WLAN PROD & EXTENDED SVCS	18.0%
832	TEAM VoWLAN PHONES	10.0%
841	HT1550 LS	35.0%
855	VRM660	10.0%
870	FIXED DATA IRRIGATION PRODUCTS	10.0%
877	ASTRO NETWORK	15.0%
879	AIRMOBILE/TXT MESSAGING	0.0%
947	RAD	15.0%
963	PBN (PRIVATE BROADBAND NETWORKS)	15.0%
980	MSD SUNCOAST MATERIALS	0.0%
981	MSD UTILITIES POWERCOM BUSINESS	0.0%
987	ID MAINTENANCE	0.0%
563	MOTOTURBO MOBILE	5.0%
38	MOTOTURBO MOBILE GPS	5.0%
977	MOTOTURBO PORTABLE 6300/6351	5.0%
37	MOTOTURBO PORTABLE 6500/6550	5.0%
484	MOTOTURBO REPEATER	5.0%
896	TEST EQUIPMENT	0.0%
921	MTX850	30.0%
981	ADC PRODUCTS & SVCS - HANDHELD SCANNERS	25.0%
981	ADC PROD EXTENDED SVCS	18.0%
<p>RELATED RADIO PARTS AND ACCESSORIES Parts and Accessories (Excluding APC: 189, 230, 261, 262, 371, 414, 557, 706, 729, 896, 938, 964) Excluded Products include but are not limited to Test Equipment, Tools, Shop Supplies, Service Aids, Radio Service Software, Customer Programming and Hardware with zero (0)% Discount.</p>		