

**AMENDMENT NUMBER 2
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 utilize the terms and conditions of the Agreement for the Customer's acquisition of the Yuma Regional Communications System Expansion and Upgrade described in Motorola's December 20, 2010 proposal ("2010 Proposal"); and,

WHEREAS, Motorola and Yuma agree that the terms and conditions of the Agreement, as modified herein, shall be in lieu of those in the Communications System Agreement contained in the 2010 Proposal and that only the Payment Schedule in Exhibit B and the Service Statements of Work in Exhibit D of the Communications System Agreement contained in the 2010 Proposal shall apply to this acquisition;

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

1. For the purpose of this Amendment, the definition of Contract Price in Section 3 is as set forth in the Agreement, before Amendment 1.
2. Replace Exhibit B of the Agreement in entirety with the Payment Schedule set forth in Exhibit B of the Communications System Agreement contained in the 2010 Proposal.
3. Replace Exhibit C of the Agreement in entirety with the System Description, Equipment List, Statement of Work, Project Schedule, Acceptance Test Plan and Pricing Summary set forth in the 2010 Proposal.
4. Exhibit D of the Agreement shall not apply to the 2010 Proposal, except for the last two pages of Exhibit D-2, which shall apply to the Service Statements of Work in the Communications System Agreement contained in the 2010 Proposal. In the event of a conflict between the Service Statements of Work and the last two pages of Exhibit D-2, the Service Statements of Work will take precedence over the last two pages of Exhibit D-2.
5. Exhibit F is replaced in entirety with the 2010 Proposal.
6. Exhibit G is not applicable to the 2010 Proposal.
7. Delete all but the first and fourth sentences of Section 4.1, SCOPE OF WORK.
8. Delete Section 4.3.2.
9. Delete Section 4.9, PERFORMANCE AND PAYMENT BONDS.
10. In Section 6.1, CONTRACT PRICE, the Contract Price is \$2,037,356.70.
11. In Section 13.6, TERMINATION FOR CONVENIENCE, references to Phases II and III are deemed to references to the 2010 Proposal.

The effective date of this Amendment is December 23, 2010.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 2 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

Motorola, Inc.

BY: _____

BY: _____

NAME: Jack McArthur

NAME: Mark Schmidt

TITLE: Fire Chief

TITLE: Vice President

DATE: 12-23-2010

DATE: 12-27-2010

Motorola Sales & Services, Inc.