

**FIRST AMENDMENT TO  
MAINTENANCE AND SUPPORT AGREEMENT SA 276**

THIS FIRST AMENDMENT TO MAINTENANCE AND SUPPORT AGREEMENT SA 276 ("Amendment") is entered into and effective as of the last date signed below, by and between the City of Riverside ("Customer"), and Motorola Solutions, Inc. ("Motorola"), each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

**R E C I T A L S**

WHEREAS, the Parties entered into that certain Maintenance and Support Agreement SA 276 dated August 12, 2015 (the "Agreement");

WHEREAS, the Agreement provided the City of Riverside maintenance services for a period from May 1, 2015 to June 30, 2020;

WHEREAS, the Parties desire to amend the Agreement to, among other things, extend its term.

**A G R E E M E N T**

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto amend the Agreement as follows:

1. The term of the Agreement is hereby extend until December 31, 2020 ("Extended Term").
2. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:  
  
5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. At the time of contract execution, Customer is committing to a six (6) months of Maintenance and Support for a total price of \$120,017.00. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice; such payments will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Customer affirms that a purchase order or notice to proceed is not required to pay for annual support and maintenance. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.
3. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

**MOTOROLA SOLUTIONS, INC.,**  
a Delaware corporation authorized to do  
business in California

By: \_\_\_\_\_

Name: Joe Lunt

Title: Sr. VP MSSSI & Director Software Sales

Date: June 25, 2020

By: \_\_\_\_\_  
Corporate Secretary, Assistant Secretary,  
CFO, or assistant Treasurer

**CITY OF RIVERSIDE,**  
a California charter city and municipal corporation  
a California corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Rosemary Koo  
Sr. Deputy City Attorney

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer