

**THIRD AMENDMENT
to Agreement between the
City of Chula Vista
and
Motorola Solutions, Inc.
For Chula Vista Police Department Command Central Aware and Aerial Suite**

This THIRD AMENDMENT (“Amendment”) is entered into effective as of December 15, 2025 (“Effective Date”) by and between the City of Chula Vista (“Customer”) and Motorola Solutions, Inc. (“Motorola”) (collectively, the “Parties”) with reference to the following facts:

RECITALS

WHEREAS, the Parties previously entered into an agreement for the Chula Vista Police Department Command Central Aware and Aerial Suite (“Original Agreement”) on December 17, 2020 (REF/Control No. 20-105986); and

WHEREAS, the Parties executed the First Amendment to the Original Agreement on February 17, 2022 to amend Section 8.2 of the Original Agreement regarding Customer Data; and

WHEREAS, the Parties executed the Second Amendment to the Original Agreement on November 19, 2024 to exercise an option year and extend the term of the Original Agreement through December 14, 2025; and

WHEREAS, the Parties desire to amend the Original Agreement to extend the term of the Original Agreement by one (1) year, terminating on December 14, 2026 at a rate of \$3,750 per month for as more specifically set forth below; and

WHEREAS, Customer may terminate for convenience the Original Agreement upon sixty-days’ written notice prior to the effective date of termination.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, the Parties agree as follows:

1. The maximum amount to be paid to Motorola for services performed through December 14, 2026 shall be at a monthly rate of \$3,750 with a total cost set not to exceed \$45,000. The total amount to be paid to Motorola for services provided during the initial and extended term shall not exceed \$278,176.12.
2. Section 3, Term, of the Subscription Services Agreement of the Original Agreement will include the following language to be added as Section 3.4:

“3.4 Termination for Convenience. Customer may terminate this Agreement, in whole or in part, at any time for its convenience. To exercise this right, Customer shall provide Motorola with written notice at least sixty (60) days prior to the effective date of termination. The notice shall specify the effective date and indicate whether the

termination is in whole or in part; if in part, the notice shall identify the portion of the Agreement being terminated. In the event of a termination for convenience, Customer shall only be liable for payment of the portion of the Contract Price attributable to software delivered and services performed through the effective date of termination. Under no circumstances shall Motorola be required to refund any amounts prepaid by the City.”

3. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
4. Each party represents that it has full right, power and authority to execute this THIRD Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

(End of page. Signature page to follow.)

**SIGNATURE PAGE TO THIRD
AMENDMENT
TO
CHULA VISTA POLICE DEPARTMENT COMMAND CENTRAL AWARE AND
AERIAL SUITE**

MOTOROLA SOLUTIONS, INC.

CITY OF CHULA VISTA

BY: _____
LARSEN GRABENKORT
AREA SALES MANAGER

BY: _____
JOHN MCCANN
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Marco Verdugo
City Attorney