

**City and County of San Francisco**  
OFFICE OF CONTRACT ADMINISTRATION  
PURCHASING DIVISION

**SIXTH AMENDMENT**

THIS AMENDMENT (this "Amendment") is made as of June 15, 2007, in San Francisco, California, by and between Motorola, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

WHEREAS, approval for this Amendment was obtained by Resolution of the Board of Supervisors, Resolution No. 653-06 on November 7, 2006.

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated September 22, 1997 between Contractor and City as modified by:

First Amendment	May 18, 1998,
Second Amendment	September 24, 1998,
Third Amendment	August 11, 1999,
Fourth Amendment	May 19, 2000, and
Fifth Amendment	November 21, 2000.

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 2.01.** Section 2.01, "Term of the Master Agreement," of the Agreement currently reads as follows:

The term of this Master Agreement shall commence on September 22, 1997 and shall expire on September 21, 2007, unless sooner terminated by the City pursuant to the terms of this Master Agreement.

Such Section is hereby amended in its entirety to read as follows:

The term of this Master Agreement shall commence on September 22, 1997 and shall expire on September 21, 2017, unless sooner terminated by the City pursuant to the terms of this Master Agreement.

**b. Section 3.03(e).** Section 3.03(e), "Additional Equipment Purchase," of the Agreement currently reads as follows:

In addition to and separate and apart from the Equipment to be purchased for the Project, the City may, but is not obligated to, purchase Additional Equipment from Contractor in accordance with Section 4.02(a) hereof. The City may purchase up to one million dollars worth of Additional Equipment per fiscal year under this Master Agreement without further approval of the Board of Supervisors.

Such Section is hereby amended in its entirety to read as follows:

In addition to and separate and apart from the Equipment to be purchased for the Project, the City may, but is not obligated to, purchase Additional Equipment and Services from Contractor in accordance with Section 4.02(a) hereof. The City may purchase up to ten million dollars' worth of Additional Equipment and Services under this Master Agreement and Amendments without further approval of the Board of Supervisors. All Additional Services and System sales will be subject to the change order process.

**c. Section 4.01(b).** Section 4.01(b). "Lowest Price Guarantee," of the Agreement currently reads as follows:

Contractor represents and guarantees that City is receiving the highest, or equal to the highest, aggregate system discount that the Contractor has granted to any other person or entity on a similar 800 MHz trunked radio project. Except as otherwise required under prevailing wage requirements, Contractor represents and guarantees that the City the hourly labor rate set forth in Exhibit H-1 are equal to or lower than the lowest rates previously provided to any other person or entity on an 800 MHz trunked radio project in the last two (2) years. Should the City discover that the Contractor has provided a higher system discount or provided any services at a lower price, City shall be entitled to receive an amount equal to two times the difference. The foregoing remedy is in addition to any other remedy the City has under the law. To the extent Contractor reduced the list price for any equipment prior to the shipment of that particular item, the City shall be entitled to receive the benefit of the lower price; and the total Project Price shall be adjusted accordingly.

Such Section is hereby amended in its entirety to read as follows:

Contractor represents and guarantees that City is receiving the highest, or equal to the highest, aggregate system/equipment discount that the Contractor has granted to any other person or entity on a similar 800 MHz trunked radio project. Should the City discover that the Contractor has provided a higher system/equipment discount, City shall be entitled to receive an amount equal to two times the difference. The foregoing remedy is in addition to any other remedy the City has under the law. To the extent Contractor reduced the list price for any equipment prior to the shipment of that particular item, the City shall be entitled to receive the benefit of the lower price; and the total Project Price shall be adjusted accordingly.

**d. Section 4.02(a).** Section 4.02(a), "Price of Additional Equipment," of the Agreement currently reads as follows:

In addition to the Equipment purchased for the Project, the City may, but is not obligated to, purchase any additional Equipment ("**Additional Equipment**") subject to Section 3.03(e). For any Additional Equipment, City shall pay an additional amount over the Project Price. To the extent the Equipment to be purchased constitutes User Equipment, the amount payable by the City shall be based upon the Additional Equipment Price Schedule, attached hereto as Exhibit G. (Amendment 1) Equipment not listed in Exhibit G shall be reduced by the following discounts taken from Motorola's Domestic Net User Price: Fixed Equipment--twenty-seven percent (27%), Mobile Equipment--twenty-seven percent (27%), Portable Equipment--twenty-seven percent (27%), Equipment parts--fifteen percent (15%), Batteries--discount given to the State of California under the Master Contract, dated February 1, 1997 (Contract No. 01CAC00408) and Mobile Data Equipment - eleven percent (11%). To the extent the Equipment to be purchased constitutes Fixed Network Equipment, the amount payable by the City shall be based upon the price assigned to the particular piece of Equipment in the Project Cost Itemization Schedule. The prices set forth in the Additional Equipment Price Schedule and the Project Cost Itemization Schedule include all shipping, freight and handling cost to delivery the Equipment to the City. Any taxes, imposition or fee imposed by any governmental entity on the Additional Equipment shall be payable by the City upon delivery and installation of the Equipment and passage of the applicable portion of the Acceptance Test Plan. All purchases of Additional Equipment shall be subject to prior approval of the Purchaser and the Controller. If the Equipment is ordered prior to Final Acceptance of the Project, City shall pay for the Equipment in accordance with the Payment Schedule set forth in Section 4.05 hereof. If Equipment is ordered after Final Acceptance of the Project, City shall pay for the Equipment as follows: one hundred percent (100%) after delivery and installation of the Equipment and passage of the Acceptance Test Plan agreed upon by the parties for such piece Additional Equipment. Should any Equipment on the price list become unavailable or obsolete, the City shall have the right to purchase any new item of Equipment that is functionally similar to the unavailable or obsolete Equipment. The price of the new item of Equipment shall equal the lesser of (i) the published list price of the Equipment less any applicable governmental discount (exclusive of federal discounts) and (ii) the price of the unavailable or obsolete Equipment. The Contractor acknowledges that this Master Agreement does not obligate the City to purchase any of the Additional Equipment from the Contractor. The City may elect to purchase such Equipment from any third party. Furthermore, the City reserves the right to purchase the Additional Equipment, but have a third party install such Equipment.

Such Section is hereby amended in its entirety to read as follows:

In addition to the Equipment purchased for the Project, the City may, but is not obligated to, purchase any additional Equipment ("**Additional Equipment**") subject to Section 3.03(e). For any Additional Equipment, City shall pay an additional amount over the Project Price. To the extent the Equipment to be purchased constitutes User Equipment, the amount payable by the City shall be based upon the current Contractor's U.S. Domestic Price Book and the associated discount levels on the equipment, attached hereto as Exhibit G. All additional equipment purchased by the City will include shipping, freight and handling cost to deliver the Equipment to the City. Any taxes, imposition or fee imposed by any governmental entity on the Additional Equipment shall be payable by the City upon delivery of the Equipment and passage of the applicable portion of the Acceptance Test Plan. All purchases of Additional Equipment shall be subject to prior approval of the Purchaser and the Controller. Should any Equipment on the

price list become unavailable or obsolete, the City shall have the right to purchase any new item of Equipment that is functionally similar to the unavailable or obsolete Equipment. The price of the new item of Equipment shall equal the lesser of (i) the published list price of the Equipment less any applicable governmental discount (exclusive of federal discounts) and (ii) the price of the unavailable or obsolete Equipment. The Contractor acknowledges that this Master Agreement does not obligate the City to purchase any of the Additional Equipment from the Contractor. The City may elect to purchase such Equipment from any third party. Furthermore, the City reserves the right to purchase the Additional Equipment, but have a third party install such Equipment.

**e. Section 4.02(c).** Section 4.02(c), "Available Equipment Not Listed in Additional Equipment Price Schedule," of the Agreement currently reads as follows:

The City shall have the right to, but not be obligated to, purchase any Equipment which becomes available after the date hereof at the price set forth in the Contractor's U.S. Domestic Price Book published immediately preceding the City's written request to purchase such Equipment, subject to the following discounts: Fixed Equipment --twenty-seven percent (27%), Mobile Equipment --twenty-seven percent (27%), Portable Equipment --twenty seven-percent (27%), Equipment parts --fifteen percent (15%), Batteries – discount given to the State of California under the Master Contract, dates February 1, 1997 (Contract No. 01CAC00408).

The parties agree to delete this provision.

**f. Section 4.06(b).** Section 4.06(b), "Submitting False Claims; Monetary Penalties," of the Agreement currently reads as follows:

Contractor acknowledges and accepts that if it submits a false claim to the City, the Contractor shall be liable to the City for: (1) treble damages, (2) a civil penalty of up to \$10,000 for each False Claim, and (3) all cost and expenses to bring a civil action, including attorney fees. The Contractor shall be guilty of submitting a false claim if it: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Such Section is hereby amended in its entirety to read as follows:

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or



approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

g. **Section 4.06(e)** is hereby added to the Agreement as follows

Section 4.06(d) **Submitting Invoices for Additional Equipment Purchase.** For Additional Equipment purchased in accordance with Section 4.02(a), 100% of the equipment price will be invoiced to the City upon shipment of the equipment. All payments are due 30 days from the invoice. New System or Service Payment Milestone payments will be subject to the change order process.

h. **Section 4.07.** Section 4.07, "Payment Authorization," of the Agreement currently reads as follows:

(a) **Payment Authorization.** A payment authorization will be issued based on the City Project Manager's certification that the Project has reached the prescribed milestone in Section 4.05.

(b) **No Representation.** The certification of the City's Project Manager once given is subject to (i) any continuing evaluations of the work for conformance with this Master Agreement, (ii) results of subsequent tests and inspections, (iii) minor deviations correctable prior to completion and (iv) specific qualifications expressed by the City's Project Manager. The issuance of a payment authorization will not be a representation that the City's Project Manager has (i) made an exhaustive or continuous on-Site inspection to check the quality or quantity of the work and Equipment, (ii) reviewed installation means, methods, techniques, sequences or procedures, and (iii) made an exhaustive or continuous on-site test of the performance of the Equipment or the Project.

(c) **Continued Obligation to Replace.** Notwithstanding any payment by the City, the Contractor shall have a continuing obligation to replace any unsatisfactory Equipment, work or material (i) until the expiration of all applicable warranties and (ii) to the extent required by the warranties, as such warranties are specified in Article 15 hereof.

(d) **Change Orders.** Only Change Orders completely approved and executed may be included on the payment authorization and only that portion of the Change Order work actually performed is to be submitted for payment.

Such Section is hereby amended in its entirety to read as follows:

(a) Within thirty (30) Days after receipt of an invoice from Contractor, DTIS shall issue a payment authorization to the Controller or the Corporation, as applicable, for such amount as due Contractor subject to the following:

(b) **Continued Obligation to Replace.** Notwithstanding any payment by the City, the Contractor shall have a continuing obligation to replace any unsatisfactory Equipment, work or material (i) until the expiration of all applicable warranties and (ii) to the extent required by the warranties, as such warranties are specified in Article 15 hereof.

(c) **Change Orders.** Only Change Orders completely approved and executed may be included on the payment authorization and only that portion of the Change Order work actually performed or goods delivered is to be submitted for payment.

- i. **Section 6.09(c).** Section 6.09(c), "Title, Risk of Loss," of the Agreement currently reads as follows:

All User Equipment shall be shipped by Contractor F.O.B., to the designated delivery site in San Francisco, California, in accordance with the applicable shipping instructions. If a delay has occurred beyond the designated delivery date, Contractor shall provide reasonable notice to the City as to the new delivery date. Title to the User Equipment shall pass upon certification of City's Project Manager that such equipment has been delivered to the designated facility in San Francisco. However, Contractor shall be responsible for any loss of such equipment and related material until such time as the User Department makes beneficial use of the Equipment or related material. In connection with any Fixed Network Equipment, title shall pass upon certification of City's Project Manager that such equipment has been delivered to the designated facility in San Francisco. However, Contractor shall remain responsible for any loss of such Equipment and related material until Final System Acceptance of the Project. Notwithstanding the foregoing, no title shall pass with respect to any Software being licensed to the City.

Such Section is hereby amended in its entirety to read as follows:

All User Equipment shall be shipped by Contractor F.O.B., to the designated delivery site in San Francisco, California, in accordance with the applicable shipping instructions. If a delay has occurred beyond the designated delivery date, Contractor shall provide reasonable notice to the City as to the new delivery date. Motorola will pack and ship all Equipment in accordance with good commercial practices. Title and risk of loss to the Equipment will pass to the City upon delivery of the additional equipment purchased. Notwithstanding the foregoing, no title shall pass with respect to any Software being licensed to the City.

- j. **Section 14.02(c).** Section 14.02(c), "Maintenance and Repair Updates," of the Agreement currently reads as follows:

From the installation of any portion of the Project until the tenth (10th) anniversary of the Final Acceptance of the Project, Contractor shall use best efforts to notify DTIS of any changes to prescribed maintenance procedure for the Project or any portion thereof. All service notes or maintenance information that becomes available after Equipment delivery must be sent to DTIS. If changes in the maintenance procedure(s) cannot be successfully attained through written materials and requires personal instruction(s) from qualified Contractor representatives, Contractor shall provide, at its sole cost, personal instructions to DTIS's technicians

responsible for the maintenance and repair of the pertinent portion of the Project. Contractor shall provide the training within the boundaries of the City. To the extent the City requires the assistance of any service technician in connection with any maintenance or repair update after the first (1st) anniversary of Final Acceptance of the Project, the City shall pay for the cost of such technician in accordance with the Labor Rate Schedule. The cost of any service technician needed on or before the first (1st) anniversary of the Final Project Acceptance is included as part of the Project Price.

Such Section is hereby amended in its entirety to read as follows:

From the installation of any portion of the Project until the tenth (10<sup>th</sup>) anniversary of the Final Acceptance of the Project, Contractor shall use best efforts to notify DTIS of any changes to prescribed maintenance procedure for the Project or any portion thereof. All service notes or maintenance information that becomes available after Equipment delivery must be sent to DTIS. If changes in the maintenance procedure(s) cannot be successfully attained through written materials and requires personal instruction(s) from qualified Contractor representatives, Contractor shall provide, at its sole cost, personal instructions to DTIS' technicians responsible for the maintenance and repair of the pertinent portion of the Project. Contractor shall provide the training within the boundaries of the City. To the extent the City requires the assistance of any service technician in connection with any maintenance or repair update after the first (1<sup>st</sup>) anniversary of Final Acceptance of the Project, the City shall pay for the cost of such technician in accordance with the Labor Rate Schedule. To the extent the City requires the assistance of any service technician in connection with any installation, maintenance or repair service after the first (1<sup>st</sup>) anniversary of Final Acceptance of the Project; the City shall pay for the cost of such technician in accordance with the Labor Rate Schedule. The cost of any service technician needed on or before the first anniversary of the Final Project Acceptance is included as part of the Project Price.

**k. 15.02 Basic Warranty.** Section 15.02 is hereby replaced in its entirety to read as follows:

(a) **EQUIPMENT WARRANTY.** Warranty Period means one (1) year from delivery to the designated delivery site in San Francisco, California. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

(b) **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

(c) **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not

provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

(d) **SUBCONTRACTOR WARRANTY.** Contractor hereby warrants all labor, workmanship, materials and Equipment provided by its Subcontractors on any Project. This warranty shall not affect or limit any warranty provided by Contractor's Subcontractor.

(e) **PERFORMANCE SPECIFICATIONS.** Contractor warrants that all Equipment meets or exceeds Performance Specifications for a period of one year from services rendered. This warranty shall not affect or limit any standard manufacturer's warranty for any item or Equipment.

(f) **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

(g) **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

(h) **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**I. Local Business Enterprise Utilization; Liquidated Damages.** Section 18.03 is hereby replaced in its entirety to read as follows:

**18.03. Local Business Enterprise Utilization; Liquidated Damages**

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of



Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1. Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**m. Conflict of Interest.** Section 18.04 is hereby replaced in its entirety to read as follows:

**18.04. Conflict of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**n. Requiring Health Benefits for Employees.** Section 18.16 of the Agreement is hereby replaced in its entirety, as follows:

**18.16. Requiring Health Benefits for Covered Employees**

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/oca/lw/h.htm>. Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Purchasing Division when it enters into such a Subcontract and shall certify to the Purchasing Division that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall keep itself informed of the current requirements of the HCAO.

h. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

i. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

j. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

k. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

l. **Effect of HCAO on Agreement.** As of the date of this amendment, the Agreement is subject to HCAO. Contractor is not required to provide HCAO benefits retroactively to the start date of the Agreement.

m. **Effect of HCAO on other contracts between Contractor and City.** As of the date of this Amendment, all contracts now in force between Contractor and City are subject to HCAO, unless an exemption (except for dollar amount) or waiver applied to the contract. If Contractor has entered into agreements with one or more City Departments, the aggregate amount of which equal \$25,000 or less payable from those Departments, this Agreement is exempt from the HCAO. For non-profit corporations, this threshold is \$50,000. If Contractor has multiple agreements with the City in a given fiscal year (which agreements would be considered "Contracts" under Chapter 12Q except that the individual dollar amounts are below the thresholds set forth in the preceding sentence) and the cumulative amount of such Agreements, including this Amendment, is \$75,000 or more, each such agreement then becomes subject to HCAO by virtue of this Amendment.

o. **Limitations on Contributions.** Section 18.29 is hereby added to the Agreement as follows:

**18.29. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of

Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**p. First Source Hiring Program.** Section 18.30 is hereby added to the Agreement as follows:

**18.30 First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**b. First Source Hiring Agreement**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers.

Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages**

Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld



from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**f. Subcontracts**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**q. Preservative-treated Wood Containing Arsenic.** Section 18.31 is hereby added to the Agreement, as follows:

**18.31. Preservative-treated Wood Containing Arsenic**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**r. Prohibition on Political Activity with City Funds.** Section 18.32 is hereby added to the Agreement, as follows:

**18.32. Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**s. Protection of Private Information.** Section 18.33 is hereby added to the Agreement, as follows:

**18.33. Protection of Private Information**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(1) The disclosure is authorized by this Agreement;

(2) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

t. **Graffiti Removal.** Section 18.34 is hereby added to the Agreement, as follows:

#### **18.34 Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the

Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

u. **Food Service Waste Reduction Requirements.** Section 18.35 is hereby added to the Agreement, as follows:

**18.35 Food Service Waste Reduction Requirements**

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

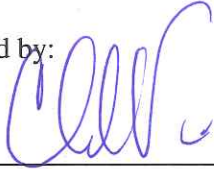
**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:



Chris A. Vein, Executive Director  
Department of Telecommunications  
And Information Services

Approved as to Form:

Dennis J. Herrera  
City Attorney

By



Deputy City Attorney

Approved:



Naomi Kelly  
Director of the Office of Contract  
Administration, and Purchaser

**CONTRACTOR**

**Motorola, Inc.**



[Authorized Signature]

Kelly M. Kirwan

Vice President, Motorola, Inc.  
State & Local Government Markets

**City Vendor Number: 12872**

RECEIVED  
2007 JUN 28 PM 12:25  
PURCHASING DEPARTMENT



San Francisco Master Purchase Agreement Pricing

Ammendment #6 06/07/2007

Revised Exhibit G

Type	APC Code	APC Description	Discount %	Notes
Portable	256	XTVA	27.00%	
Portable	687	XTS1500	27.00%	
Portable	205	XTS2500 700/800 Portable	27.00%	
Portable	407	XTS 2500 UHF R1/R2 AND VHF	27.00%	
Portable	320	XTS 5000 UHF/VHF	27.00%	
Portable	721	XTS 5000 700/800	27.00%	
Portable	687	MT1500	27.00%	
Portable	921	MTX	27.00%	
Portable	672	HT750 and MTX	27.00%	
Portable	749	HT1250	27.00%	
Portable	430/332	FLASHKITS	27.00%	
Pagers	136	MINITOR	27.00%	
Pagers	169	ADVISOR	27.00%	
Accessories	271	CPC-REPLACEMENT PARTS	20.00%	
Accessories	362	CPC-REPLACEMENT PARTS	20.00%	
Accessories	371	APC - RADIO SUBS SOFTWARE	20.00%	
Accessories	454	AUDIO ACCESSORIES	20.00%	
Accessories	453	REPL BATTERIES	20.00%	
Mobile	276	XTL5000 CONSOLETTTE	27.00%	
Mobile	374	ASTRO CONSOLETTTE	27.00%	
Mobile	726	XTL1500 V/UHF	27.00%	
Mobile	775	XTL1500 700/800	27.00%	
Mobile	514	XTL2500 7/800 MHZ	27.00%	
Mobile	518	XTL2500 UHF/VHF	27.00%	
Mobile	500	XTL5000 7/800 MHZ	27.00%	
Mobile	585	XTL5000 UHF/VFH	27.00%	
Mobile	103	CDM 750 Series	27.00%	
Mobile	109	CDM 1250 Series	27.00%	
Mobile	792	CDM 1550 Series	27.00%	
Infrastructure	225	QTAR/QTAR RCVR 6809 TRNK	27.00%	
Infrastructure	448	ANALOG QUANTAR	27.00%	
Infrastructure	509	ASTRO QUANTAR	27.00%	
Infrastructure	537	QTAR SZ ASTRO INTELLIRPT	27.00%	
Infrastructure	273	ANALOG RECVR/COMPARITOR	27.00%	
Infrastructure	512	MTR2000 CONV DIRECT	27.00%	
Infrastructure	228	CENTRACOM SERIES II	27.00%	
Infrastructure	124	MC SERIES DESKSET	27.00%	
Infrastructure	244	TRKD CENTRACOMII	27.00%	
Infrastructure	229	LOGGING RECORDER for R3.0	27.00%	ASTRO SZ 3.0 only
Infrastructure	404 and 504	GOLD ELITE	27.00%	ASTRO SZ 3.0 only
Infrastructure	281	ZONE MGR USER INTERFACE	27.00%	ASTRO SZ 3.0 only
Infrastructure	524	ASTRO DIU	27.00%	

Type	APC Code	APC Description	Discount %	Notes
Infrastructure	525	ASTRO-TAC 3600	27.00%	ASTRO SZ 3.0 only
Infrastructure	377	MTC3600	27.00%	ASTRO SZ 3.0 related
Infrastructure	877	NETWORK MGMNT EQUIPMENT	27.00%	ASTRO SZ 3.0 only
Dropship	207	SITE/DROPSHIP EQUIP	27.00%	ASTRO SZ 3.0 related
Dropship	708	COMPUTERS/MODEMS	27.00%	ASTRO SZ 3.0 related
Dropship	261	CPC-TEST EQUIPMENT	27.00%	ASTRO SZ 3.0 related
WBSO	41	IVSC / ALPR*	11.00%	
WBSO	117	OUT-SOURCED FIXED DATA*	11.00%	
WBSO	171	DP2*	11.00%	
WBSO	214	MOSCAD*	15.00%	
WBSO	342	ALARM AND CONTROL SYSTEM*	11.00%	
WBSO	403	DATA CONTROLLERS*	11.00%	
WBSO	469	NFM PRODUCTS*	11.00%	
WBSO	343	ML900*	25.00%	
WBSO	39	MULTI-NET MOBILITY ROUTER*	11.00%	
WBSO	683	MESH/HOTZONE DUO*	15.00%	
WBSO	736	MW800*	25.00%	
WBSO	170	ML900 ACCESSORIES*	11.00%	
WBSO	232	TX MESSENGER*	11.00%	
WBSO	381/608	DataTAC SOFTWARE*	11.00%	
WBSO	403	DATA SYSTEM HARDWARE*	11.00%	
WBSO	503/554/855	DATA ACCESSORIES*	11.00%	
WBSO	508	VRM850 MODEM	27.00%	
WBSO	629	PORTABLE HANDHELD COMPUTER*	11.00%	
WBSO	153	HPD1000 MODEM*	15.00%	
WBSO	224	Point to Point*	15.00%	
WBSO	606/097	PTP / POINT TO POINT and MULTIPOINT WIRELESS BROADBAND NETWORK*	10.00%	

system or bulk equipment below and services purchases (for smaller orders of \$1,000,000 or less in value) are eligible to receive additional discount considerations.

On large orders (i.e. exceeding \$1,000,000 in value), greater discounts are available and will be negotiated with Motorola. These discounts may not be combined with any other on-going promotions.

Revised Exhibit H – Labor Rate Schedule per CPI Analysis

Program Manager	\$ 1,281.83
Application Engineer Specialist	\$ 1,335.69
Project Design Engineer	\$ 1,335.69
Contract Administrator	\$ 961.38
Engineering Specification Writer	\$ 1,335.69
Draftsperson	\$ 961.38
Technician	\$ 1,121.66
Civil Construction Foreman	\$ 999.72
Equipment Technician	\$ 1,121.66
Instructor for Training	\$ 1,335.69
Installation Technician	\$ 992.40
Operator Training	\$ 1,335.69

Consumer Price Index-All Urban Consumers

Series Catalog:  
Series ID: CUURA422SAS

Not Seasonally Adjusted  
Area: San Francisco-Oakland-San Jose, CA  
Item: Services  
Base Period: 1982-84 =100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann	%Change Year over Year
1996	167.2	167.8	165.6	166.2	168.7	169.6	170.7	170.7	171.6	172.4	172.5	172.3	169.6	
1997	173.2	173.5	175	175.3	176.4	177	177.8	178.6	179.2	180.3	180.3	180.9	177.3	4.54%
1998		181.2		183.4		185.2		187.1		188.1		189.1	185.3	4.51%
1999		191.7		193.3		194		195.8		198.5		198.6	194.9	5.18%
2000		201.3		202.6		204.1		207.9		210.4		211.8	205.8	5.59%
2001		218.5		219.4		222.6		224.6		225.7		226.4	222.2	7.97%
2002		226.6		227.9		230		230.5		230.6		230.2	229.1	3.11%
2003		233.9		233.3		234.4		234.7		234.7		233.4	233.9	2.10%
2004		234.9		233.9		234.9		235.9		236.9		237.1	235.4	0.64%
2005		238.8		238.2		239		240.1		243.4		243.1	240.2	2.04%
2006		247.9		248.8		248.4		249.9		252.2		252.2	249.5	3.87%
2007		255.614												39.55%

SF MPA Analysis on Exhibit H

	MPA Hourly Rate	Equivalent Per Day Rate	CPI		CPI		CPI		CPI		CPI		CPI	
			1999 % Change	2000 % Change	2001 % Change	2002 % Change	2003 % Change	2004 % Change	2005 % Change	2006 % Change				
Program Manager	\$ 119.00	\$ 952.00	\$ 1,001.32	\$ 1,057.32	\$ 1,141.58	\$ 1,177.03	\$ 1,201.69	\$ 1,209.39	\$ 1,234.06	\$ 1,281.83				
Application Engineer Specialist	\$ 124.00	\$ 992.00	\$ 1,043.39	\$ 1,101.75	\$ 1,189.54	\$ 1,226.48	\$ 1,252.18	\$ 1,260.21	\$ 1,285.91	\$ 1,335.69				
Project Design Engineer	\$ 124.00	\$ 992.00	\$ 1,043.39	\$ 1,101.75	\$ 1,189.54	\$ 1,226.48	\$ 1,252.18	\$ 1,260.21	\$ 1,285.91	\$ 1,335.69				
Contract Administrator	\$ 89.25	\$ 714.00	\$ 750.99	\$ 792.99	\$ 856.18	\$ 882.77	\$ 901.27	\$ 907.05	\$ 925.54	\$ 961.38				
Engineering Specification Writer	\$ 124.00	\$ 992.00	\$ 1,043.39	\$ 1,101.75	\$ 1,189.54	\$ 1,226.48	\$ 1,252.18	\$ 1,260.21	\$ 1,285.91	\$ 1,335.69				
Draftsperson	\$ 89.25	\$ 714.00	\$ 750.99	\$ 792.99	\$ 856.18	\$ 882.77	\$ 901.27	\$ 907.05	\$ 925.54	\$ 961.38				
Technician	\$ 104.13	\$ 833.04	\$ 876.20	\$ 925.20	\$ 998.93	\$ 1,029.95	\$ 1,051.53	\$ 1,058.27	\$ 1,079.85	\$ 1,121.66				
Civil Construction Foreman	\$ 92.81	\$ 742.48	\$ 780.95	\$ 824.62	\$ 890.33	\$ 917.98	\$ 937.22	\$ 943.23	\$ 962.46	\$ 999.72				
Equipment Technician	\$ 104.13	\$ 833.04	\$ 876.20	\$ 925.20	\$ 998.93	\$ 1,029.95	\$ 1,051.53	\$ 1,058.27	\$ 1,079.85	\$ 1,121.66				
Instructor for Training	\$ 124.00	\$ 992.00	\$ 1,043.39	\$ 1,101.75	\$ 1,189.54	\$ 1,226.48	\$ 1,252.18	\$ 1,260.21	\$ 1,285.91	\$ 1,335.69				
Installation Technician	\$ 92.13	\$ 737.04	\$ 775.22	\$ 818.68	\$ 883.81	\$ 911.26	\$ 930.35	\$ 936.32	\$ 955.41	\$ 992.40				
Operator Training	\$ 124.00	\$ 992.00	\$ 1,043.39	\$ 1,101.75	\$ 1,189.54	\$ 1,226.48	\$ 1,252.18	\$ 1,260.21	\$ 1,285.91	\$ 1,335.69				

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/08/2006

PRODUCER

Serial # 2866

AON RISK SERVICES, INC. OF ILLINOIS  
1000 NORTH MILWAUKEE AVENUE  
GLENVIEW, ILLINOIS 60025  
ATTN: INSURANCE VERIFICATION CENTER  
1-800-4-VERIFY/ FAX 1-847-953-5341

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY A	LIBERTY MUTUAL FIRE INSURANCE COMPANY
COMPANY B	LIBERTY MUTUAL FIRE INSURANCE COMPANY
COMPANY C	LIBERTY INSURANCE CORPORATION
COMPANY D	

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES  
1303 EAST ALGONQUIN ROAD  
SCHAUMBURG, IL 60196

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	TB2-641-005169-076	7/01/2006	7/01/2007	GENERAL AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ INCLUDED
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 250,000
					MED EXP (Any one person)	\$ 10,000
B	<b>AUTOMOBILE LIABILITY</b>	AS2-641-005169-016	7/01/2006	7/01/2007	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
C	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WA7-64D-005169-086 (ALL OTHER STATES) WC7-641-005169-096 (OR & WI)	7/01/2006	7/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	<b>OTHER</b>					

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: 06-13044/BKP - CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY POLICY OF THIS CONTRACT.

### CERTIFICATE HOLDER

CITY AND COUNTY OF SAN FRANCISCO  
ATTN: MARC ROSAAEN  
875 STEVENSON ST., 5TH FL.  
SAN FRANCISCO, CA 94103-0948

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF ILLINOIS  
*Aon Risk Services, Inc. of Illinois*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
See Attached Extension Schedule	See Attached Extension Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

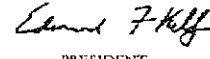
Expiration Date

For attachment to Policy No. TB2-641-005169-076

Audit Basis

Issued To

  
SECRETARY

  
PRESIDENT

Countersigned by

\_\_\_\_\_  
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 28

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – scheduled person or organization**

**Extension Schedule for CG 20 10 07 04**

**Name Of Additional Insured Person(s) Or Organization(s):**

The City and County of San Francisco, and its officers  
and employees

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED**

This endorsement modified insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name of Person(s) or Organization(s):</b>	The City and County of San Francisco, and its officers and employees
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Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

This endorsement is executed by the

Effective Date 7/1/2006      Expiration Date 7/1/2007

For attachment to Policy No. AS2-641-005169-016

Issued Motorola, Inc.  
To And as per Endorsement 1  
1303 East Algonquin Road  
Schaumburg, IL 60196-4041

Countersigned by.....  
Authorized Representative

End. Serial No.