

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Eighth Amendment**

THIS AMENDMENT (this "Amendment") is made as of January 29, 2015, in San Francisco, California, by and between Motorola Solutions, Inc., formerly 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.

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 to increase the contract amount, and update standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4073-12/13 on February 4, 2013;

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

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

**1a. 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,
Fifth Amendment	November 21, 2000, and
Sixth Amendment	June 15, 2007, and
Seventh Amendment	April 15, 2013

**1b. Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. 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:

**2a.** Section a. 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 and related Services from Contractor in accordance with Section 4.02(a) hereof. The City may purchase up to fourteen million dollars (\$14,000,000) worth of Additional Equipment and Related Services under this Master Agreement and Amendments 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 related Services from Contractor in accordance with Section 4.02(a) hereof. The City may purchase up to twenty-three million eleven thousand nine hundred and fifty nine dollars (\$23,011,959) worth of Additional Equipment and Related Services under this Master Agreement and Amendments without further approval of the Board of Supervisors.

**2b. Exhibit G – San Francisco Master Purchase Agreement Pricing Amendment #6 06/07/2007** is hereby replaced in its entirety by the attached **Exhibit G – San Francisco Master Purchase Agreement Pricing, Amendment #8 January 29, 2015**

**2c. Insurance.** Section 9.01 is hereby replaced in its entirety to read as follows:

**9.01. Insurance.**

a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general policy aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Professional liability insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Include as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees. As used herein, the term "Agent" means a person who is not an officer or employee of the City and County of San Francisco but who has been designated by the City and County of San Francisco to perform or assist with a governmental function and is acting within the course and scope of his or her specified duties.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Contractor agrees to provide thirty (30) days' advance written notice to the City of cancellation for any reason (other than for nonpayment of premium in which case ten (10) days' advance written notice will be given). Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City ACORD certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor or its employees.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to include the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2d. Correcting Section 18.28 "Limitations on Contributions" to Section 18.28 "Consideration of Criminal History in Hiring and Employment Decisions".** Section 18.28 "Limitations on Contributions" is hereby replaced in its entirety to read as follows:

**18.28. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as

though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 18.28(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at

every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**2e. Limitations on Contributions.** Section 18.29 is hereby replaced in its entirety 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, or the board of a state agency 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. Contractor further agrees to provide to City the names of each person, entity, or committee described above.

**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:

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Miguel A. Gamiño Jr., CPA  
City Chief Information Officer  
Department of Technology  
City and County of San Francisco

**CONTRACTOR**

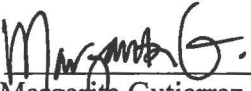
**Motorola Solutions, Inc.**

  
\_\_\_\_\_  
Mark Schmidl  
Vice President  
Motorola Solutions, Inc.  
City vendor number: 12872

Approved as to Form:

Dennis J. Herrera  
City Attorney

**MARK W. ANTHONY**  
*Approved*  
*MWA*

By:   
\_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser

**Exhibit G - San Francisco Master Purchase Agreement Pricing  
Amendment #8 January 29, 2015**

Type	APC Code	APC Description	Discount %	Notes
Portable	655	APX7000	25.00%	
Portable	562	APX7000XE	25.00%	
Portable	481	APX6000/APX6000XE/APX6000Li	25.00%	
Portable	426	APX4000	25.00%	
Portable	536	APX3000	25.00%	
Portable	837	APX1000	25.00%	
Portable	256	XTVA	27.00%	
Portable	687	MT1500	27.00%	
Portable	921	MTX	27.00%	
Portable	672	HT750 and MTX	27.00%	
Portable	749	HT1250	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	453	REPL BATTERIES	20.00%	
Accessories	454	AUDIO ACCESSORIES	20.00%	
Mobile	153	HPD1000 modem	15.00%	
Mobile	508	VRM850 modem	27.00%	
Mobile	761	APX7500 CONSOLETTTE	25.00%	
Mobile	656	APX7500	25.00%	
Mobile	527	APX6500/APX6500Li	25.00%	
Mobile	471	APX4500	25.00%	
Mobile	466	APX1500	25.00%	
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 Gold Elite
Infrastructure	281	ZONE MGR USER INTERFACE	27.00%	ASTRO SZ 3.0 only
Infrastructure	524	ASTRO DIU	27.00%	
Infrastructure	525	ASTRO-TAC 3600	27.00%	ASTRO SZ 3.0 only
Infrastructure	377	MTC3600	27.00%	ASTRO SZ 3.0 related

Infrastructure	280	ZONE CONTROLLER MANAGER	17.50%	
Infrastructure	281	ZONE MGR USER INTERFACE	17.50%	
Infrastructure	404 and 504	VORTEX/MED EQUIP	14.00%	
Infrastructure	443	MCC 7500 / MEGG	14.00%	
Infrastructure	229	CONSOLE ACCY	14.00%	
Infrastructure	525	ASTRO COMPARATOR	14.00%	
Infrastructure	112	GTR8000	10.00%	
Infrastructure	495	PDG Hardware	10.00%	
Infrastructure	222	PDG Software	10.00%	
Infrastructure	201 and 462	KLV 3000	10.00%	
Infrastructure	424	KVL, CIU, DIGITACS	10.00%	
Infrastructure	147	NETWORKING PRODUCTS	10.00%	
Dropship	129	MISC. DROPSHIP	10.00%	
Dropship	131	MICROWAVE RADIO	10.00%	
Dropship	207	SITE/DROPSHIP EQUIP	27.00%	ASTRO SZ 3.0 related
Dropship	207	SITE/DROPSHIP EQUIP	10.00%	
Dropship	708	COMPUTERS/MODEMS	27.00%	ASTRO SZ 3.0 related
Dropship	708	COMPUTERS/MODEMS	10.00%	
Dropship	261	CPC-TEST EQUIPMENT	10.00%	
Dropship	262	RESALE TEST EQUIPMENT	10.00%	
WBSO	41	IVSC / ALPR	10.00%	
WBSO	117	OUT-SOURCED FIXED DATA	10.00%	
WBSO	171	MVE	10.00%	
WBSO	214	MOSCAD	15.00%	
WBSO	342	ALARM AND CONTROL SYSTEM	10.00%	
WBSO	403	DATA CONTROLLERS	10.00%	
WBSO	469	NFM PRODUCTS	10.00%	
WBSO	343	ML900	25.00%	
WBSO	39	MULTI-NET MOBILITY ROUTER	10.00%	
WBSO	683	MESH	15.00%	
WBSO	736	MW800	25.00%	