

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

**First Amendment**

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **Motorola Solutions, Inc., 500 West Monroe, Chicago, IL 60661**, (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Department of Emergency Management (DEM).

**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 to extend the Term to include the long term maintenance period, increase the contract amount, replace Appendix B, and replace Appendix D; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000006285 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on November 20, 2023, from the Civil Service Commission under PSC number 40708-23/24 in the amount of \$45 Million Dollars for the period commencing December 1, 2023 and ending November 30, 2038; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under **[insert resolution number]** approved on **[insert date of Board action]** in the amount of **\$44,845,036** for the period commencing **December 22, 2023** and ending **November 30, 2038**; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 22, 2023 between Contractor and City.

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

## **Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

2.1 **Section 2.1.** Section 2.1 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on December 22, 2023 and expire on November 23, 2027, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on December 22, 2023 and expire on November 30, 2038, unless earlier terminated as otherwise provided herein.

2.2 **Section 3.4.** Section 3.4 Calculation of Charges currently reads as follows:

3.4 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nine Million Six Hundred and Eighty-Five Thousand and Seven Hundred and Sixteen Dollars [\$9,685,716]. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” Payment will be made in accordance with the payment schedule described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

3.4 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be

made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Forty-Four Million Eight Hundred Forty-Five Thousand and Thirty Six Dollars [\$44,845,036]. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." Payment will be made in accordance with the payment schedule described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**2.3 Appendix B - Calculation of Charges.** Appendix B is hereby replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be the attached Appendix B-1, which is a correct and updated version.

**2.4 Appendix D – CAD Maintenance and Support Services.** Appendix D is hereby replaced in its entirety by Appendix D-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be the attached Appendix D-1, which is a correct and updated version.

**Article 3 Reserved. (Updates of Standard Terms to the Agreement)**

**Article 4 Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

**Article 5 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:

CONTRACTOR

Motorola Solutions, Inc.

\_\_\_\_\_  
Mary Ellen Carroll  
Executive Director  
Department of Emergency Management

\_\_\_\_\_  
Travis Boettcher  
Vice President of Software

City Supplier number: 14572

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Christina Fletes-Romo  
Deputy City Attorney

Approved:

Sailja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_  
Sailja Kurella

**Attached Appendices:**

- **Appendix B-1**
- **Appendix D-1**