

CITY AND COUNTY OF SAN FRANCISCO
PURCHASING DEPARTMENT

SECOND AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of September 24, 1998 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 Purchasing,

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;

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 22nd 1997 between Contractor and City as modified by the First Amendment dated May 18, 1998.

(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:

(b) Section 4.01 (a) (iii). Section 4.01 (a) (iii) of the Agreement currently reads as follows:

(iii) WDN Phase. If the City elects to purchase the WDN Phase, the Project Price shall be augmented by an amount agreed upon by the parties not to exceed One Million Sixty-Three Thousand Five Hundred Twenty-Eight Dollars (\$1,063,528). In determining the amount to be paid, the parties shall use the prices set forth in the Project Cost Itemization Schedule, Labor Rate Schedule and the Additional Equipment Price Schedule.

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

(iii) WDN Phase. If the City elects to purchase the WDN Phase, the Project Price shall be augmented by an amount agreed upon by the parties not to exceed One Million Two Hundred Sixty-Three Thousand Five Hundred Twenty-Eight Dollars (\$1,263,528). In determining the amount to be paid, the parties shall use the prices set forth in the Project Cost Itemization Schedule, Labor Rate Schedule and the Additional Equipment Price Schedule.

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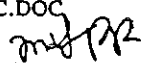
- (a) Section 6.09 (c). Section 6.09 (c) of the Agreement currently reads as follows:

(c) Title; Risk of Loss. 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 and risk of loss shall pass to the City upon the certification of the City's Project Manager that all the Equipment has been delivered. 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, risk of loss for such Equipment and related material shall not pass to the City until Final 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:

(c) Title; Risk of Loss. 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 Acceptance of the Project. Notwithstanding the foregoing, no title shall pass with respect to any Software being licensed to the City.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after September 24, 1998.
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

CONTRACTOR

Recommended by:

MOTOROLA, INC.

Mike Marton
Signature for Department

By *[Signature]*
Title *Vice President*

Mike Marton
Printed Name

Director ECD
Title and Department

[Signature] APPROVED AS TO FORM *7/25/98*
CHARLES R. RIAN DATE
MOTOROLA

Approved as to Form:

Louise H. Renne
City Attorney

By *[Signature]*
ROBERT S. MAERZ
Deputy City Attorney

Approved:

[Signature]
Edwin M. Lee
Director of Purchasing

Approved:

[Signature]
Steven D. Nelson
Director of Administrative Services