

**EXHIBIT L**  
**Radio Upgrade Program**

The Radio Upgrade Program allows for the streamlined purchase and/or replacement of the City's 800MHz portable radios. The program is a guaranteed commitment of portable radios over a 10-year shipping period, at a significantly discounted rate. The following terms are applicable the radios and equipment procured under the Motorola Radio Upgrade Program and do not apply to the radios and equipment procured for the System Purchase and Installation Agreement.

1. Equipment that is part of this Program is described in the Radio Upgrade Equipment List found in Appendix K, and it primarily contains the APX series of radios and applicable accessories. The cost for the equipment is included in radio packages, with the relevant discounts detailed. The cost for accessories is not itemized in Appendix K, but the discount levels received on the equipment are shown by APC code.
  - a. The APX radios are provided in packages in Appendix K. The City can order APX model radio or package as needed by Department, with the necessary features that are available. The City would need to pay the difference for any enhanced features, and that feature will be discounted at the discount percentage level that the City is getting for the APX product line.
  - b. If the City (or a Department) orders a less expensive radio, the excess funds can be used to purchase other equipment or accessories.
  - c. If Motorola discontinues the APX product line, City will be able to get the replacement radio at the Nov 2016 price with the system discount level.
  - d. Next Generation Radio – During the term of this agreement, Motorola may introduce a next generation radio product line. To buy the Next Generation Radio (and to determine the price the City will pay for that radio) the parties will use the Next Generation Radio Price Calculator set forth in Appendix K.
2. The City will make a fixed payment to Motorola yearly, as described in Appendix K. In exchange, the City will guarantee the purchase and shipment of portable radios, yearly, as described in Appendix K (Shipment Schedule). The minimum shipment value begins in year 3 (calendar year 2022) of the program, and it is shown in Appendix K. Additional equipment, radios and/or accessories can be added via a change order process and the value of the change order will count towards the minimum shipment value.
3. The City can adjust the Shipment Schedule but must meet the minimum value of shipped equipment each year, starting in year 3. The City can order the equipment at any time, in any quantity. The City can reduce the quantity of radios that are shipment and replace it with needed accessories. The City can add additional Portable radios, as well as Mobiles and Control Station Radios, via a change order process. There will be no limit to the quantity that can be purchased via a change order, as long as the Maximum Contract Price is not exceeded.
4. Each year, the City will approve what will be shipped, including the quantities, makes/models/features and needed accessories. Motorola will provide final equipment

lists, including options, accessories, and shipping destination details prior to each shipment, which the City must approve in writing. Shipments may be modified to ship partial and early, but the City must meet the minimum shipment value within a calendar year.

5. By June 30th each year, or as requested by the City, during the term of this agreement and ninety (90) days prior to the expiration date of this Agreement, Motorola shall provide a written report to the City identifying radios and equipment and accessories ordered in the previous 12 months. This report should include the equipment and accessories purchased and shipped by Department, and quantity and cost of each item, and the total amount charged by Department. The report should also contain the balance of funds held by Motorola (Bank Account) and the balance for each Department.
6. If the City takes a larger shipment in the earlier years of the contract, then it will receive a credit in future years, to balance out the minimum shipment commitment per year. A Change Order will allow that an annual shipment minimum (dollars) can be reduced by the City (if desired) by the amount that the prior year shipment exceeded the original shipment schedule for the same year.
7. Incompatible devices and accessories. Motorola must review its publically available product plan and support plan on APX series radios with the City and provide advanced notice on radio feature changes or additions as well as support/discontinuation of product line. If during this review, the City wants to purchase equipment that then is incompatible with the existing fleet of radios/accessories - the City can adjust the shipment schedule. Minimum annual shipments can also be reduced by the amount of non-compatible radios which were planned to be otherwise shipped.
8. In the event of new and applicable standards (i.e. NFPA), the City may request a Change Order to modify the shipment schedule. Minimum annual shipments can be reduced by the amount of non-compliant radios which were planned to be otherwise shipped.
9. Licensee's use of the radios/equipment ordered under the Radio Upgrade Program is in accordance with Section 9.2 in the Agreement.
10. Warranty for all radios/equipment ordered under the Radio Upgrade program start on the date of deployment which is defined as the earlier of (a) the date of delivery plus 60 days or (b) the date the radio is put into service. Warranty terms are in accordance with Section 4.6 in the Agreement.
11. City will be responsible for local warehousing of the Equipment upon arrival at City's destination point.
12. City will be responsible for the removal and disposition of any equipment to be replaced pursuant the Radio Upgrade Program in accordance with Section 4.1.15(d) in the Agreement.

13. Motorola shall assign an Account Executive to administer the City's Radio Upgrade Program. Within thirty days of the execution of this Amendment, the name and contact information for the Account Executive shall be provided in writing to Michelle Geddes at the address and email listed below.

**Michelle Geddes**  
**1011 Turk St.**  
**San Francisco, CA 94102**  
**Michelle.geddes@sfgov.org**

Should the Account Executive assigned to the City change during the term of this Agreement, Motorola shall provide notice of the name and contact information for the new Account Executive within 30 days of the change.

14. Any purchase orders for replacement radios and equipment issued by City shall be subject to the terms and conditions of this Amendment. No additional, conflicting or different terms contained in a purchase order or ordering document shall be binding.
15. Acceptance for any products provided in this Program will be separate from, and have no impact on, Final System Acceptance for any goods or services described in the Agreement.
16. Notwithstanding Article 3 and Article 8 of the Agreement, in the case of non-appropriation or termination for convenience, the City shall have the option, in its sole discretion, to terminate this Agreement, and receive either (a) the remaining balance of any funds paid to Motorola minus 30%; or (b) the total balance of funds in an equipment shipment.