

**FOURTH AMENDMENT TO CONTRACT NUMBER C-123897
BETWEEN
THE CITY OF LOS ANGELES
AND
MOTOROLA SOLUTIONS, INC.**

This is the **FOURTH AMENDMENT** to Contract Number C-123897 between the City of Los Angeles, a Municipal Corporation, ("City"), acting by and through the Los Angeles Police Department, ("LAPD"), and Motorola Solutions, Inc., a Delaware Corporation, "Motorola" or "Contractor".

RECITALS

WHEREAS, on May 8, 2014, the City and the Contractor entered into Contract No. C-123897 ("Original Agreement") for services; and

WHEREAS, Section 2.4 of the Original Agreement allows other City departments, including the Information Technology Agency, ("ITA"), to use the Original Agreement to make purchases of services as an "Eligible Purchaser"; and

WHEREAS, the Original Agreement provides for amendments; and

WHEREAS, this Fourth Amendment is necessary to add additional services related to LAPD's communications system, increase the total compensation allowed, and extend the term of the agreement.

NOW THEREFORE, the City and the Contractor agree that the Original Agreement be amended as follows:

1. Section 3.1 – Compensation, is hereby modified as follows:
 - A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Eight Million Fifty-Four Thousand Nine Hundred Six Dollars (\$8,054,906.00), including state and local taxes.
 - B. Of the total amount of compensation included in Section 3.1 (A) above, the City will pay the Contractor for services to be performed, and tasks to be implemented as specified in this Agreement and the attached Exhibit 1 – Northeast Station BDA and TAC-PAC Statement of Work, and satisfactorily performed in accordance with the terms of this Agreement, an amount not to exceed Two Hundred Six-One Thousand Five Hundred Fifteen Dollars (\$261,515.00), inclusive of taxes. The foregoing represents the total compensation to be paid to the Contractor for services to be performed, and tasks to be implemented as specified in this Agreement (but excluding Equipment).

- C. Of the Eight Million Fifty-Four Thousand Nine Hundred Six Dollars (\$8,054,906.00) not to exceed amount in Section 3.1 (A) above, One Million Seven Hundred Ninety-Three Thousand Three Hundred Ninety-One Dollars (\$1,793,391.00) represents the amounts already paid through the First, Second, and Third Amendments to this Agreement.
- D. The difference between the amounts specified in Section 3.1 (A) through Section 3.1 (C) above, Six Million Dollars (\$6,000,000.00), is designated as Contingency monies to be dispersed at the sole discretion of the City in accordance with Section 5, Amendments and Change Requests, of this Agreement. The City will not be liable for payment of contingency monies unless the provisions in Section E herein are complied with.
- E. Limitation of City's Obligation to Make Payments to Contractor – Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses.

As of the date of execution of this Fourth Amendment, funds have not yet been appropriated for the total amount of this Agreement. Contractor shall not perform work under this Agreement until the City notifies Contractor in writing of the amount and duration of the appropriation or, if it does perform such work, it will do so at its own risk of non-appropriation of funds. Appropriations for work to be performed under this Agreement shall be announced in conjunction with the individual solicitations for proposals in the form of a work order or amendment issued by the Department to perform work under this Agreement.

- F. Contractor must notify Department within fifteen (15) business days when eighty percent (80%) of the maximum compensation has been reached.

- 2. Section 2.1 – Term of Agreement, is hereby modified as follows:

The term of this Agreement shall be from May 8, 2014 through May 7, 2019. Said term is subject to the termination provisions contained in Section 4 of the Original Agreement.

- 3. Ratification – Due to the need for the Contractor's services to be provided, should the Contractor provide services prior to the execution of this Fourth Amendment, to the extent that such services are satisfactorily performed, those services are hereby ratified.

4. In the event of an inconsistency between any of the provisions of this Fourth Amendment to Contract No. C-123897, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:
 - 1) Fourth Amendment through First Amendment to Contract No. C-123897, with the most current amendment having highest order of precedence;
 - 2) LAPD Contract No. C-123897, and
 - 3) Standard Provisions for City Contracts (Rev. 03/09).

Except as amended by this Fourth Amendment, all other terms and conditions of the Original Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, shall remain in full force and effect.

This Fourth Amendment includes four (4) pages and one (1) Exhibit and is executed in three (3) duplicate originals, each of which is deemed to be an original. The Original Agreement is hereby incorporated by reference, in its entirety, into this Fourth Amendment.

[Signatures are on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

MOTOROLA SOLUTIONS, INC.

By: _____
CHARLIE BECK
Chief of Police

By: _____
MARK SCHMIDL
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
DANIEL KREINBRING
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Numbers: 18 100-004820 1105 1
18 100-001958 1105 1
18 100-000547 1105 1

Internal Revenue Service Taxpayer Identification Number: 36-1115800

Agreement Number: C - 123897-4