

**AMENDMENT NO. 3 TO AGREEMENT NO. 47083-2 BETWEEN
LOS ANGELES DEPARTMENT OF WATER AND POWER
AND TRIMBLE NAVIGATION LIMITED**

THIS AMENDMENT NO. 3 to Agreement No. 47083-2 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power (LADWP), a municipal corporation, and Trimble Navigation Limited (Contractor) are referred to under this Amendment as "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into Agreement No. 47083-2 (which together with all amendments thereto is hereinafter referred to as the "Agreement") for Contractor to provide software and systems integration services for the Water Outage Management System project for three years to April 17, 2015, for an amount not to exceed \$2,560,407; and

WHEREAS, on August 19, 2014, the LADWP Board of Water and Power Commissioners (Board) approved Amendment No. 1 to the Agreement which increased the Agreement limit by \$900,000, with no extension of time, for a new not-to-exceed amount of \$3,460,407, to allow Contractor to implement further improvements on its eRespond Incident Management Software Application Solution (eRespond) including, but not limited to, the following: eRespond Post Implementation Improvements, Mobile Workforce Management Integration, Leak Management System Improvements, Water Quality Sampling Improvements, and Lock Out and Tag Out Improvements; and

WHEREAS, on April 23, 2015, the LADWP Board approved Amendment No. 2 to extend the Agreement term to allow the Contractor to continue the aforementioned improvements to eRespond for one (1) year to April 16, 2016.

WHEREAS, LADWP has determined that it is necessary to extend the Agreement term to allow the Contractor to continue the aforementioned improvements to eRespond for three (3) years to April 16, 2019.

NOW, THEREFORE, BE IT RESOLVED the Parties hereby agree to amend Agreement No. 47083-2 as follows:

Agreement for Information Technology Products & Services
Page 16:

13. TERM AND TERMINATION.

a) Term. The term of this Agreement ("Term") shall commence upon the Effective Date and shall expire seven (7) years thereafter, unless earlier terminated as hereinafter provided.

1. Except as herein amended above, all other terms and conditions of Agreement No. 47083-2 shall remain in full force and effect.
2. This Amendment No. 3 is executed in one (1) original and one (1) duplicate original, each of which is deemed to be an original. This Amendment includes two pages.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by their authorized representatives on the date written below by the last signatory.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: _____
MARCIE L. EDWARDS
General Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FELDER, CITY ATTORNEY

JAN 12 2016

By: _____

DEPT. P. BUCEROMA
DEPUTY CITY ATTORNEY

And: _____
BARBARA E. MOSCHOS
Board Secretary

TRIMBLE NAVIGATION LIMITED

By: _____
Christopher T. Stern
Director, Utilities Solutions

Date: _____ JAN. 20, 2016