

FIRST AMENDMENT TO CONTRACT NO. DA-5300 BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA SOLUTIONS, INC. TO PROVIDE TRUNK RADIO SYSTEM UPGRADE FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES

This FIRST AMENDMENT TO CONTRACT NO. DA-5300 ("First Amendment") is made and entered into this _____ day of _____, 2021, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Chief Executive Officer of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and MOTOROLA SOLUTIONS, INC., a Delaware corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5300 dated June 28, 2018 ("Contract") for Trunk Radio System; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract as set forth in this First Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following:

"This Contract shall commence upon execution by the Chief Executive Officer and shall terminate on October 31, 2023 ("Expiration Date"); provided, however, City shall have the right to terminate this Contract prior to the Expiration Date pursuant to Sections 11.0 and 12.0 of the Contract."

Section 2. The document attached to this First Amendment shall be incorporated into the Contract as Exhibit B-1. The Post-Warranty Services identified in Exhibit B (Pricing Summary and Milestone Payments) of the Contract shall be payable as set forth in Exhibit B-1.

Section 3. This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be

legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 4. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: June 4, 2021

Date: _____

By: *Cynthia Alexander*
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

**MOTOROLA SOLUTIONS, INC., a
Delaware corporation**

By: _____
Signature (Secretary)

By: *Jerry Burch*
Signature

Print Name

Jerry Burch
Print Name

MSSI Vice President
Print Title

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____



By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

**MOTOROLA SOLUTIONS, INC., a
Delaware corporation**

By: 
Signature (Secretary)

Print Name

By: _____
Signature

Print Name

Print Title