

INTRADEPARTMENTAL CORRESPONDENCE

May 17, 2017
14.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST TO APPROVE AN EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA SOLUTIONS, INC

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE to extend the term of the Original Agreement with Motorola Solutions, Inc. for an additional thirty-six (36) month period, commencing May 08, 2017 through May 07, 2020.
2. That the Board TRANSMIT the entire matter to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE THE Chief of Police to execute the contract upon Council approval.

DISCUSSION

On May 08, 2014, the City, acting by and through the Los Angeles Police Department (LAPD) entered into a Master Services Agreement ending thirty-six (36) months thereafter with Motorola Solutions, Inc.

The services provided herein are of a professional, expert, temporary, and occasional nature.

During the term of this Agreement, City has the right, but not the duty, to purchase from time to time services from Motorola that are then available. City may purchase, on an as needed basis, field engineering, communications system design, system upgrade or expansion, project management, system technologist, field service, installation, programming, maintenance and support, or other services typically performed by Motorola, including those relating to Motorola Computer-Aided Dispatch (CAD) systems, Geofile, Voice Radio System (VRS), Data and Dispatch Radio Systems, Handheld and Mobile Radios, and PIPS Automated License Plate Recognition (ALPR).

The extension is necessary to continue to purchase the services from Motorola Solutions, Inc. Motorola Solutions, Inc. has been delivering excellent services to LAPD for three years.

Should you have any questions regarding this matter, please contact Commander Michael Hyams, Commanding Officer, Risk Management Legal Affairs Group at (213) 486-8730.

Respectfully,


CHARLIE BECK
Chief of Police

Attachment

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

This is the **TENTH 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, the First Amendment provided for an upgrade of the LAPD's Geofile system for the 9-1-1 Dispatch Center and added a contract ceiling amount of \$60,000; and

WHEREAS, the Second Amendment provided for a part of the upgrade of LAPD's radio system utilizing general fund monies and increased the contract ceiling by \$86,951.08 for a total of \$146,951.08; and

WHEREAS, the Third Amendment provided for the balance of the upgrade of LAPD's radio system utilizing grant fund monies and increased the contract ceiling by \$1,646,439.92 for a total of \$1,793,391; and

WHEREAS, the Fourth Amendment provided for communications equipment to be installed at the new Northeast Area station and increased the contract ceiling by \$261,515 for a total of \$2,054,906 and also provided for a \$6,000,000 contingency fund for future projects related to Scope of Agreement of the Original Agreement, increasing the total contract ceiling to \$8,054,906; and

WHEREAS, the Fifth Amendment provided for the purchase of logging equipment and services related to LAPD's communications system, utilizing \$1,489,436 of the Contingency funds; and

WHEREAS, the Sixth Amendment provided for the purchase of services related to LAPD's Computer-Aided Dispatch system \$1,382,422 of the Contingency funds; and

WHEREAS, the Seventh Amendment provided for the payment of certain services to install additional Automated License Plate Recognition(ALPR)Systems in multiple LAPD vehicles for an amount not to exceed \$52,800 in grant funds awarded by the U.S Department of Homeland Security and administered by the City through its Mayor's Office of Homeland Security and Public Safety; and

WHEREAS, the Eighth Amendment provided for further articulation of existing scope of the Sixth Amendment and to add a Deliverable and Payment Schedule for the work being performed under the Fifth Amendment; and

WHEREAS, the Ninth Amendment provided for the integration of the Statement of Work from the Eighth Amendment and hardware being purchased for this project through a separate City agreement into a single, integrated document and eliminated much of the cross referencing between the two (2) documents; and

WHEREAS, this Tenth Amendment is necessary to extend the term of the Original Agreement for an additional thirty-six (36) month period, commencing May 09, 2017 through May 08, 2020.

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

1. Extend the term of the Original agreement for an additional thirty-six (36) month period, commencing May 09, 2017 through May 08, 2020.
2. Ratification – Due to the need for the Contractor's services to be provided, should the Contractor provide services prior to the execution of this Tenth Amendment, to the extent that such services are satisfactorily performed, those services are hereby ratified.
3. In the event of an inconsistency between any of the provisions of this Tenth Amendment to the Original Agreement, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:
 - 1) Tenth Amendment through First Amendment to the Original Agreement, with the most current amendment having highest order of precedence;
 - 2) The Original Agreement, and
 - 3) Standard Provisions for City Contracts (Rev. 03/09).

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

This Tenth Amendment includes three (3) pages 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 Tenth Amendment.

IN WITNESS THEREOF, the parties hereto have caused this Tenth 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: 
~~TRAVIS BOETTCHER~~ MICAH APPELWHITE
MSSSI Vice President

Date: _____

Date: 4/28/2017

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

By: _____
DANIEL KREINBRING
Deputy City Attorney

MARK W. ANTHONY
Approved MWA

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 - 123897-10