INTRADEPARTMENTAL CORRESPONDENCE

October 6, 2011
1.0

TO: The Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

SUBJECT: REQUEST TO AMEND THE PROFESSIONAL SERVICES AGREEMENT
(CONTRACT NO. C-114355) BETWEEN THE CITY OF LOS ANGELES AND
MOTOROLA SOLUTIONS, INC. TO ENHANCE THE ALARM AND PERMIT
MANAGEMENT SYSTEM

RECOMMENDED ACTIONS

That the Board of Police Commissioners (BOARD):

1. APPROVE the amended Agreement (Contract No. C-114355) between the City of
   Los Angeles and Motorola, Solutions, Inc. to provide, install, and test a Centralized
   Accounts Receivable Reporting (CARR) interface to the Alarm and Permit Management
   System (APMS); and, TRANSMIT to the Office of the Mayor.

2. AUTHORIZE the Chief of Police to execute the Second Amendment, subject to City
   Attorney approval as to form and legality.

DISCUSSION

In 2009, Motorola-CryWolf successfully implemented the APMS for the Los Angeles Police
Department (Department). In 2010, the contract was amended to allow for the design and
implementation of a web-based alarm school module to interface with the APMS. The cost for
the design and implementation was covered by reallocating the contingency funds remaining in
the original Contract.

To improve the City's collection results, the City Council instructed the Office of Finance
(Finance) to implement Citywide accounts receivable reporting. In October 2010, Finance
launched the CARR project with the objective of providing automated, accurate, consistent, on-
demand reporting of the City's non-tax accounts receivable. In early 2011, Finance requested an
interface of the alarm management system (CryWolf) with CARR, including a mapping
document that translates false alarm accounts receivable data into the file format specified by the
CARR project. A second amendment to the Agreement with Motorola Solutions, Inc. is
necessary to facilitate the interface.

This amendment will increase the total contract value by $51,730 from $2,569,117 to $2,620,847. Funding for this project will be provided by Information Technology Agency. The funds will be transferred to the Department upon approval of the amendment.

I am available to respond to any questions you may have.

Respectfully,

RICHARD M. TEFANK, Executive Director
Board of Police Commissioners

Attachments

SECOND AMENDMENT TO CONTRACT NO. C-114355
BETWEEN THE CITY OF LOS ANGELES
AND
MOTOROLA SOLUTIONS, INC.
TO ENHANCE THE ALARM AND PERMIT MANAGEMENT SYSTEM

This is the **SECOND AMENDMENT** to Contract No. C-114355 between the City of Los Angeles (herein referred to as "City") and Motorola Solutions, Inc., (herein referred to as "Motorola"), to implement an enhancement to the Alarm and Permit Management System for the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Customer").

WHEREAS, on August 28, 2008, City and Motorola entered into a contract for the provision of an Alarm and Permit Management System (Contract No. C-114355) ("Original Agreement"); and

WHEREAS, on June 15, 2009, Motorola successfully implemented the new Alarm and Permit Management System; and

WHEREAS, the City requested a Change Order for the design and implementation of a web-based Alarm School Interface to the new Alarm and Permit Management System and this Interface was provided by Motorola in accordance with the terms of the First Amendment to Contract No. C-114355 dated June 27, 2010; and

WHEREAS, the City requires an enhancement to the web-based Alarm School Interface, specifically, the design and implementation of an Interface from the City's Cry Wolf Alarm and Permit Management System to the City's Financial System "CARR" ("CARR Interface"); and

WHEREAS, on January 4, 2011 the legal name of Motorola, Inc., was changed to Motorola Solutions, Inc.; and

WHEREAS, the original contract value was $2,569,117 and funds will be transferred from Information Technology Agency (ITA) to an LAPD account for the additional Second Amendment value of $51,730 for a total contract amount of $2,620,847; and

WHEREAS, Motorola is willing to perform the work under the terms and conditions of this Amendment.

NOW THEREFORE, the parties hereby agree to amend Contract No. C-114355 to add the design and implementation of the CARR Interface and mutually agree as follows:

1. **ARTICLE I. INTRODUCTION,** Section A.1.b, <u>Representatives of the Parties and Service of Notices</u>, shall be deleted and replaced with the following:

   "b. The representative of the Contractor shall be:

   Jennifer Zumpone
   Motorola Solutions, Inc.
   6450 Sequence Drive
   San Diego, CA 92121
   Phone Number: (760) 399-6395"

2. **ARTICLE II. TERM AND SERVICES TO BE PROVIDED**

   A. **Time of Performance.**

   The term of the Original Agreement remains unchanged. The timeline for the project described herein is included in the Project Statement of Work (SOW) Section 1.4.5. If factors beyond Motorola's control prevent completion of this project within the specified timeline, extension of the project duration must be mutually agreed to and documented via change order.

   B. **ARTICLE II, SECTION B, Purpose of the Agreement and Services to be Provided** is hereby amended to add the following new paragraph:

   "The purpose of the Second Amendment is for Motorola to provide, install and test a CARR Interface for the City in accordance with the terms of the Second Amendment and the CARR Interface Statement of Work, Exhibit A, ("SOW") attached hereto."

   C. **ARTICLE II, Section C, Scope of Work** is hereby amended to add the following new paragraph:

   "Motorola will complete the work described in the Second Amendment and the CARR Interface SOW.

3. **ARTICLE III. GENERAL TERMS AND CONDITIONS,**

A. **ARTICLE III, Section A.1 Deliverables, Compensation, and Method of Payment**, is hereby amended to add the following new sub-sections d through h:

d. "Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for City in the performance of the Services as more fully described in the CARR Interface Statement of Work.

e. The City will own the Deliverables, except it shall not acquire ownership of any Property Rights belonging to Motorola or AOT Public Safety Corporation and the CARR Interface shall be licensed to the City pursuant to the terms of its existing Software License Agreement with AOT Public Safety Corporation for the City's Cry Wolf Alarm and Permit Management System.

f. "Property Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, and other intellectual property rights.

g. "Services" means those professional services to be provided by Motorola to City, the nature and scope of which are more fully described in the CARR Interface Statement of Work.

h. The City's objective of the CARR Interface implemented under the Second Amendment is to provide automated, accurate, consistent, on-demand reporting of the City's non-tax accounts.

B. **ARTICLE III, Section B.1 Payment Terms**, is hereby amended to increase the amount of compensation the City will pay the Contractor for services to be performed, tasks to be implemented, and Deliverables to be provided as specified in this Agreement and Exhibit A, Statement of Work, by Fifty One Thousand Seven Hundred Thirty Dollars ($51,730), increasing the existing Project Compensation Amount to Two Million Six Hundred Twenty Thousand Eight Hundred Forty Seven Dollars ($2,620,847). City will be invoiced for the full contract amount of $51,730 upon completion of the project and City's Acceptance of the CARR Interface as provided in the SOW.

4. Warranty and Maintenance

A. **Warranty.** Motorola warrants the CARR Interface for a period of one (1) year ("Warranty Period") from the date of Acceptance of the CARR Interface, as provided in the SOW.

B. Maintenance. After the Warranty Period, the City may purchase Maintenance and Support Services, which will be provided as set forth in Exhibits H-1 and H-2 of the Original Agreement at the following rates:

Year 1	Warranty Period No charge
Year 2	$6,316.00
Year 3	$6,632.00
Year 4	$6,963.00
Year 5	$7,311.00

5. **Name Change.** On January 4, 2011, the legal name of Motorola, Inc. was changed to Motorola Solutions, Inc.; where the name Motorola, Inc. appears throughout the Agreement or any exhibits or attachments thereto, said name is now replaced with the name Motorola Solutions, Inc.

6. **Legal Effect.** This Second Amendment and the Statement of Work are intended to control the implementation of the CARR Interface and if there are any inconsistencies, ambiguities or conflicts between the provisions of this Second Amendment and the Statement of Work and the provisions of the Original Agreement, the provisions of this Second Amendment and Statement of Work, in that order of precedence, will control and prevail. Unless specifically otherwise stated in this Second Amendment, the applicable terms of the Original Agreement will apply to this Second Amendment with the exception that the provisions in the Contract or First Amendment thereto that had specific application only to the original project or the First Amendment will have no application to this Second Amendment.

(Signature page follows)

IN WITNESS THEREOF, the parties hereto have caused this instrument to become effective upon execution by their respective duly authorized representatives.

THE CITY OF LOS ANGELES   **MOTOROLA SOLUTIONS, INC.**

By: _____   By: _____
       CHARLIE BECK   MARK SCHMIDL
       Chief of Police   Vice-President, MSSI

Date: _____   Date: _____

                                          By: _____
                                            DAVID LITTLE
                                            Assistant Secretary

                                          Date: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: _____
       LAUREL L. LIGHTNER
       Assistant City Attorney

Date: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
       Deputy City Clerk

Date: _____

City Business License Number <u>749148-17</u>

Internal Revenue Service Taxpayer Identification Number <u>36-1115800</u>

Agreement Number <u>C-114355-2</u>