

## INTRADEPARTMENTAL CORRESPONDENCE

October 31, 2014  
1.17

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** REQUEST FOR APPROVAL OF FIFTH AMENDMENT TO CONTRACT NO. C-114355 WITH MOTOROLA SOLUTIONS, INC.

### RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Fifth Amendment to Contract No. C-114355.
2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Amendment upon Mayoral approval.

### DISCUSSION

In August 2008, the City of Los Angeles (City) and Motorola entered into a contract for the provision of an Alarm and Permit Management System (APMS). In June 2009, Motorola successfully implemented the new APMS. An amendment in June 2010 provided for the implementation of an interface to a web-based Alarm School module. The City wishes to continue maintenance of the APMS and Alarm School interface; therefore, the parties have agreed to this Fifth Amendment adding continued maintenance.

This Fifth Amendment to the Agreement will provide for the continued maintenance of the APMS and Alarm School interface through April 30, 2017. This maintenance is valued at \$726,903 and will increase the current contract value of \$2,667,073 to a total contract value of \$3,393,976.

If you have any questions, please contact Chief Information Officer Maggie Goodrich, Commanding Officer, Information Technology Bureau, at (213) 486-0370.



CHARLIE BECK  
Chief of Police

Attachment

**FIFTH 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 **FIFTH AMENDMENT** to Contract No. C-114355 between the City of Los Angeles (herein referred to as "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Customer") and Motorola Solutions, Inc., (hereinafter referred to as "Motorola"), to continue maintenance for the Alarm and Permit Management System ("System") and the System's Alarm School Interface.

**RECITALS**

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

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

On June 24, 2010, City amended the Original Agreement to include an interface with the System for a web-based Alarm School ("Alarm School Interface"), which Contractor implemented; and

The City wishes to continue maintenance of the System and Alarm School Interface; and

The total amended System maintenance funds for the additional Fifth Amendment value of \$726,903 are to be added to the current contract amount of \$2,667,073 for a total contract amount of \$3,393,976; and

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 continue the maintenance to the System and Alarm School Interface and mutually agree as follows:

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

**A. Time of Performance.**

The term of the fourth amendment remains unchanged.

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

“The purpose of this Fifth Amendment is to add additional money to the Agreement in order for Motorola to provide maintenance for the Alarm and Permit Management System and Alarm School Interface.”

**2. ARTICLE III. GENERAL TERMS AND CONDITIONS**

**Section B.1, Payment Terms**, is hereby amended to increase the amount of compensation the City will pay Motorola for services to be performed, as specified in this Agreement, by Seven Hundred Twenty-Six Thousand Nine Hundred Three Dollars (\$726,903), increasing the existing Project Compensation Amount to Three Million Three Hundred Ninety-Three Thousand Nine Hundred Seventy-Six Dollars (\$3,393,976). Based upon Exhibit 1 below, the City will be invoiced annually for the System and Alarm School Interface maintenance costs.

**3. Maintenance Schedule and Costs**

**A. Maintenance.** The City will purchase Maintenance and Support Services at the following rates:

**Exhibit 1**

<b>Product</b>	<b>Description</b>	<b>Service Level</b>	<b>Qty</b>	<b>Term Fees / Year 6 8/1/14-4/30/15 (9 months)</b>	<b>Term Fees / Year 7 5/1/15-4/30/16</b>	<b>Term Fees / Year 8 5/1/16-4/30/17</b>
Crywolf	Crywolf Software License	24x7	1	\$152,649.00	\$213,619.00	\$222,216.00
	Alarm School Interface	24x7	1	\$5,786.00	\$7,947.00	\$8,184.00
Stratus	FT4400 Servers Site ID 19486 & 19487	24x7	2	\$26,829.00	\$36,743.00	\$37,742.00
HP	HP DL 380 Crywolf Server S/N SE846N6DN UDT	24x7	1			
	SDLT 600 Tape Drive S/N USE83500F		1	\$2,068.00	\$2,763.00	\$2,763.00
	HP DL380 Web Server S/N SE848N2A8		1			
	SDLT 600 Tape Drive S/N SE083500P		1	\$2,068.00	\$2,763.00	\$2,763.00
<b>Total Fees per Term</b>				<b>\$189,400.00</b>	<b>\$263,835.00</b>	<b>\$273,668.00</b>
<b>GRAND TOTAL Maintenance and Support Fees for 8/1/14 through 4/30/17</b>						<b>\$726,903.00</b>

**4. Order of Precedence of Documents.** This Fifth Amendment is intended to address the continued maintenance of the Alarm and Permit Management System and Alarm School Interface. In the event of an inconsistency between any of the

provisions of this Fifth Amendment to Contract No. C-114355, the inconsistency will be resolved by giving previous attachment(s) and/or amendment(s) precedence in the following order:

1. Fifth Amendment
2. Fourth Amendment
3. Third Amendment
4. Second Amendment
5. First Amendment
6. Contract No. C-114355
7. Standard Provisions for City Contracts (as attached to the original Agreement)

This Fifth Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment consists of four (4) pages.

**(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: \_\_\_\_\_  
CHARLIE BECK  
Chief of Police

By: Howard Chercoe  
HOWARD CHERCOE  
MSSSI Vice President

DATE: \_\_\_\_\_

DATE: 10/9/2014

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2<sup>nd</sup> Corporate Officer)

By: \_\_\_\_\_  
DANIEL KREINBRING  
Deputy City Attorney

By: Wayne Wahlgren  
WAYNE WAHLGREN  
Services Director

Date: \_\_\_\_\_

Date: 10/9/14

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number 749148-17

Internal Revenue Service Taxpayer Identification Number 36-1115800

Agreement Number C-114355-5