

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

This is the **TWELFTH AMENDMENT** to Contract Number C-123897 between the City of Los Angeles, a Municipal Corporation, ("City"), and Motorola Solutions, Inc., a Delaware Corporation, ("Motorola" or "Contractor").

**RECITALS**

**WHEREAS**, the City, acting by and through its Board of Harbor Commissioners ("Board") for the benefit of the Los Angeles Port Police ("Port Police"), requires a new mission critical Computer Aided Dispatch ("CAD") system and Records Management System ("RMS") which will have improved features, functionality and performance, including integration with the Los Angeles Police Department ("LAPD") systems; and

**WHEREAS**, the Services to be provided herein are of a professional, expert, technical, and of a temporary and occasional character; and

**WHEREAS**, the proprietary nature of the CAD and RMS systems, especially their software, require the support, expertise, proprietary knowledge and tools of the Contractor, and there are no known Los Angeles Harbor Department ("Harbor Department") personnel or City job classifications with the expertise to perform the proposed Services nor is it feasible to employ such personnel on a temporary or occasional basis; and

**WHEREAS**, the City and Contractor are desirous of executing this Twelfth Amendment to the Master Services Agreement to include the provision and payment of certain services to provide CAD and RMS systems to the Harbor Department for the benefit of the Port Police, upon terms more fully set forth in the Master Services Agreement and this Twelfth Amendment, for a compensation amount not to exceed Two Million Seven Hundred Fifty Five Thousand Seven Hundred and Eighty Two Dollars (\$2,755,782) in Harbor Department Capital Improvement Project Funds; and

**WHEREAS**, the Harbor Department meets the definition of "Eligible Purchasers" under the terms of the City of Los Angeles Police Department Master Services Agreement, Contract No. C-123897 ("Original Agreement"), as a department within the City other than LAPD, and therefore has the same rights and responsibilities as LAPD under the Original Agreement with respect to its purchase of services thereunder; and

**WHEREAS**, the terms of the Original Agreement explicitly cover system transactions, such as the one contemplated by this Twelfth Amendment; and

**WHEREAS**, the Services and Systems which are the subject of this Twelfth Amendment have been approved by the Board of Harbor Commissioners (“Board”), and the funding for these Services has been allocated in the Harbor Department’s Capital Improvement Project budget for FY19 and FY20; and

**WHEREAS**, on May 8, 2014, the City and the Contractor entered into Contract No. C-123897 for services; and

**WHEREAS**, Section 2.4 of the Original Agreement allows other City departments, including the Harbor Department, to use the Original Agreement to make purchases of services as an “Eligible Purchaser”; and

**WHEREAS**, Section 5.1 of 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, 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 extended the term of the Original Agreement by two years to May 8, 2014 through May 7, 2019; 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 (CAD) system, utilizing \$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 the existing scope of the Sixth Amendment and added 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**, the Tenth Amendment restated some parts of **Exhibit 2** of the Eighth Amendment entitled "PremierOne CAD/PMDC Project, Statement of Work"; provided for the payment of \$50,233 and detailing the responsibilities, statement of work, pricing, and terms and conditions associated with implementing interfaces to the Niche Records Management System (RMS); and provided for the scope of work, time estimate and payment schedule of \$157,346.35 for PCAD onsite support; and

**WHEREAS**, the Eleventh Amendment provided for the payment of \$58,208 and detailed the responsibilities, Statement of Work, pricing, and terms and conditions associated with implementing interfaces to the Telogis System; and

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

1. Add **Appendix A** which includes documentation detailing the responsibilities, statement of work, pricing, and terms and conditions associated with providing CAD and RMS systems to the Harbor Department. Contractor shall comply with all terms and provisions set forth in Appendix A, attached hereto and made a part hereof, and perform all Services set forth therein.

Of the total amount of compensation included in Section 3.1 as amended by item (2) below, the City will pay the Contractor from Harbor Department funds for full and satisfactory performance for all the Services set forth in Appendix A of this Twelfth Amendment to the Master Service Agreement an amount not to exceed Two Million Seven Hundred Fifty Five Thousand Seven Hundred and Eighty Two Dollars (\$2,755,782), inclusive of all local, state and federal taxes.

2. Section 2.2 of the Master Services Agreement, as previously amended, is hereby further amended to include the following provision:

"The City and the Contractor agree that the Contractor shall provide the City, under the terms of the Master Services Agreement (as previously amended and as further amended by this Twelfth Amendment), the Services set forth in Appendix A of the Twelfth Amendment to the Master Services Agreement, which is attached to the Twelfth Amendment and made a part hereof. Contractor shall comply with all terms and provisions set forth in such Appendix A and perform all Services set forth therein. Such Services shall be performed and completed by Contractor no later than three (3) years from the date of contract execution."

### **3. Compensation and Method of Payment**

Section 3.1 – Compensation is hereby modified as follows:

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ten Million Eight Hundred Sixty Three Thousand Four Hundred and Eighty Eight Dollars (\$10,863,488), including state and local taxes.
- B. The City will pay the Contractor for full and satisfactory performance for all the Services set forth in Appendix A of the Twelfth Amendment to this Master Services Agreement for an amount not to exceed Two Million Seven Hundred Fifty Five Thousand Seven Hundred and Eighty Two Dollars (\$2,755,782), inclusive of all local, state and federal taxes. The entirety of such \$2,755,782 shall be paid from Harbor Department Funds as approved by the Board of Harbor Commissioners.
- C. Of the Ten Million Eight Hundred Sixty Three Thousand Four Hundred and Eighty Eight Dollars (\$10,863,488) not to exceed amount in Section 3.1 (A) above, Five Million Three Hundred Thirty-Seven Thousand Five Hundred Sixty-Six Dollars and Thirty-Five Cents (\$5,337,566.35) represents the amounts already paid through the First through Eleventh Amendments to this Agreement.
- D. Limitation of City's Obligation to Make Payments to Contractor – Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses.

As of the date of execution of this Twelfth Amendment, aside from the Contingency Funds referred to herein, no additional funds have been appropriated for the total amount of this Agreement. Contractor shall not perform work under this Agreement until the City notifies Contractor in writing of the amount and duration of the appropriation or, if it does perform such work, it will do so at its own risk of non-appropriation of funds. Appropriations for work to be performed under this Agreement shall be announced in conjunction with the individual solicitations for proposals in the form of a work order or Amendment issued by the Department to perform work under this Agreement.

4. In the event of an inconsistency between any of the provisions of this Twelfth 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) Twelfth Amendment through First Amendment to the Original Agreement, with the most current amendment having highest order of precedence; and
  - 2) The Original Agreement.
5. Except as amended by this Twelfth Amendment, all other terms and conditions of the Original Agreement, as amended by the First through Twelfth Amendments, shall remain in full force and effect.
6. This Twelfth Amendment includes five (5) pages and one (1) Appendix 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 Twelfth Amendment.

[Signatures are on the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

MOTOROLA SOLUTIONS, INC.

Dated: March 13, 2019

By: Scott Lees  
Scott Lees MSSE VP  
(Print/type name and title)

Attest: Hugh K O'Donnell  
Hugh K O'Donnell Sr Acct Mgr  
(Print/type name and title)

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APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 20\_\_\_\_  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
JOHN T. DRISCOLL, Deputy


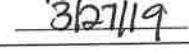
ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

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

Center No.	Program No.	Account	FY 18/19	FY 19/20	FY 20/21	TOTAL
0412	000	51720	\$0	\$0	\$68,719	\$68,719
0412	000	54030	\$0	\$0	\$257,882	\$257,882
1179	641	54110	\$25,000	\$53,814	\$0	\$78,814
1179	641	55130	\$280,808	\$349,057	\$0	\$609,865
1179	641	54310	\$625,000	\$799,737	\$0	\$1,424,737
1179	641	59994	\$313,743	\$4,122	\$0	\$317,865
			\$1,224,651	\$1,206,730	\$324,601	\$2,755,882

For Acct/Budget Div. Use Only: Work Order No. 25479  
Verified by:   
Verified Funds Available:   
Date Approved: 3/27/19

City Business License Numbers:  
18 100-04820 1105 1  
18 100-001958 1105 1  
18 100-000547 1105 1

Internal Revenue Service Taxpayer  
Identification Number:  
36-1115800

Agreement Number: C-123897-12