

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: November 16, 2023

CAO File No. 0150-08754-0003

Council File No.

Council District: 6, 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners (Board) dated October 19, 2023 and November 1, 2023; referred by the Mayor for a report on October 19, 2023

Subject: **RESOLUTION NO. 27820 AND PROPOSED SECOND AMENDMENT TO CONTRACT DA-5300 WITH MOTOROLA SOLUTIONS, INC. FOR ONGOING RADIO SYSTEM MAINTENANCE, REPAIR, AND TECHNICAL SUPPORT SERVICES FOR THE TRUNKED RADIO COMMUNICATIONS SYSTEM AT LOS ANGELES WORLD AIRPORTS**

RECOMMENDATION

That the Mayor:

1. Approve Los Angeles World Airports (LAWA) proposed Resolution No. 27820 authorizing a proposed Second Amendment to DA-5300 with Motorola Solutions, Inc. to extend the contract term by four years, through October 31, 2027, to continue ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles International Airports, with no additional funding;
2. Adopt the California Environmental Quality Act (CEQA) determinations of the November 1, 2023 Board of Airport Commissioners (Board) Resolution 27820, that this action is exempt from CEQA pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; and
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed agreement and return the Resolution documents to LAWA for further processing, including Council consideration.

SUMMARY

The Los Angeles World Airports (LAWA) Board of Airport Commissioners (Board) requested approval of its November 1, 2023 Resolution 27820, to execute a proposed Second Amendment to Contract DA-5300 (Agreement) with Motorola Solutions, Inc. (Motorola). The initial agreement with Motorola was executed on June 28, 2018 (Resolution No. 26526) and expired on October 31,

2023. Approval of the proposed Second Amendment will extend the contract for four years, through October 31, 2027, resulting in a total contract duration of nine years. The proposed term extension to the contract will enable Motorola to continue providing LAWA with ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at LAWA. No new funding is associated with the actions of the proposed Second Amendment as the total contract authority will remain at an amount not-to-exceed \$29,932,041.

The proposed Amendment to the contract has been approved as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council approval is required because the cumulative contract term exceeds three years. Our Office has reviewed the request and recommends approval.

BACKGROUND

Trunked Radio Communications System – LAWA currently employs a two-way radio system that utilizes a control channel to automatically allocate frequency channels to various user radio groups. These frequency channels facilitate the concurrent use of a limited set of radio frequencies by different user groups, preventing unintentional interference with radio communications. The Department Trunked Radio System is comprised of both 700 MHz and 400 MHz trunked systems, along with corresponding portable and mobile radio units. This system is used for airport safety, security, and operational needs. Approximately 2,000 personnel from the Airport Police Division, Airport Operations Division, Facilities Maintenance Division, and other LAWA Divisions rely on the Trunked Radio System for their daily radio communications, ensuring seamless access to available radio channels.

On June 14, 2018, the Board authorized LAWA to join the City of Santa Maria contract (Contract No. 2766626) with Motorola Solutions, Inc. to upgrade the Trunked Radio Communications Systems at Los Angeles International Airport and Van Nuys Airport (collectively, Airports). This three-year contract, not-to-exceed \$29,932,041 was set to expire on June 27, 2021. Prior to the expiration date, LAWA executed a First Amendment (C.F. 21-0825) to extend the contract term to October 31, 2023, with no new funding. Under combined term periods, LAWA completed a Trunked Radio System Upgrade capital project at the Airports, which included upgrades to the 700 MHz system that enables LAWA to use the 700 MHz National Interoperability Public Safety frequency range, which was established as part of a nationwide first responder public safety network. Additionally, LAWA subscribed to Motorola's cloud-based Wide Area Voice Environment service so that radio communications could be more accessible through LAWA key personnel cellphones.

Cost Savings – The project under the original agreement through the First Amendment was successfully completed under budget, resulting in approximately \$8 million in total savings. A significant portion of these savings was attributed to the decision to procure fewer radios than originally anticipated, along with an additional \$3 million of unspent contingency funds. The combined savings enabled the Department to fund ongoing maintenance and as-needed services.

On October 19, 2023 and November 1, 2023, the Board approved a LAWA staff report and Resolution 27820 requesting authority to execute a proposed Second Amendment to extend the

term of the contract with Motorola Solutions, Inc. The amendment will allow LAWA to continue receiving critical radio communications system upgrades and services, preventive maintenance, monitoring, onsite support, security updates, and repair and replacement services from Motorola (24 hours per day, seven days per week, and 365 days per year). The proposed Second Amendment is a term extension only and does not affect the expenditure limit, which will remain at an amount not-to-exceed \$29,932,041.

Costs of Maintenance Services – The Department indicates that approximately 80 percent or \$24,108,986 of the appropriated \$29,932,041 contract authority has been expended. The remaining 20 percent balance of \$5,823,055 is sufficient to cover the extended maintenance services, repairs, and as-needed services under the proposed Second Amendment. The table below summarizes the contract activities through October 2023 and the additional funds required to carry out the Second Amendment.

Motorola Solutions – Contract No. DA-5300 Contract Authority and Expenditures	
Description of Budget Activities	Amount
Original Contract Authority, June 2018	\$29,932,041
Total Expenditures to Date:	
Radio System Upgrade	(\$21,561,519)
Post-Warranty Extended Maintenance Services	(2,216,087)
<u>Radio Equipment & As-Needed Services</u>	<u>(331,380)</u>
Total Contract Expenditures	(\$24,108,986)
Remaining Contract Value (Original Contract Authority less Total Contract Expenditures)	\$5,823,055
Proposed Second Amendment Cost	
Post-Warranty Extended Maintenance Services	\$4,672,883
<u>Radio Equipment & As-Needed Services Allowance</u>	<u>1,150,171</u>
Total Second Amendment Expected Costs	\$5,823,054
Estimated Funds Remaining at Conclusion of Contract Term (Remaining Contract Value minus Total Second Amendment Costs)	\$1

Contractual Terms and Conditions – The master service agreement between the City of Santa Maria and Motorola is set to expire on December 31, 2025, predating the termination date of the proposed extended period for the subordinate agreement between LAWA and Motorola. The proposed term expiration date for the LAWA-Motorola service agreement is October 31, 2027, nearly two years beyond the conclusion of the City of Santa Maria-Motorola contract. According to the terms outlined in the service agreement between LAWA and Motorola and confirmed by the City Attorney’s Office, LAWA possesses the authority to extend its service agreement through the proposed term period. Pursuant to the provisions specified in Contract DA-5300, Motorola affirms that termination of the master agreement with the City of Santa Maria shall not result in the termination of the service agreement with LAWA.

Motorola’s Exclusive Service – The Department considered the feasibility of initiating a competitive bidding process for the maintenance and repair services of the Trunked Radio System, however, Motorola, the provider of LAWA’s proprietary radio communications system, notified LAWA that

third-party providers are not authorized to service Motorola's mission-critical public safety systems. Given that the LAWA radio system relies on Motorola's technology, only Motorola and its authorized dealers are certified to maintain and support the Trunked Radio System. As a result, LAWA is precluded from seeking bids from alternative service providers for this contract. As part of its November 1, 2023 action, the Board found that the use of competitive bidding would be impractical and undesirable.

CITY COMPLIANCE

Small Business Enterprise (SBE), Local Business Enterprise (LBE), and Local Small Business Enterprise (LSBE) Participation - The Department's Procurement Services Division staff reviewed this action (File No. 8584) and established that no subcontracting opportunities were identified, subsequently, no mandatory Business Enterprise goals were established.

California Environmental Quality Act (CEQA) – On October 19, 2023, the Board determined that the proposed contract with Motorola Solutions, Inc. to continue ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles World Airports will not directly impact the environment and is exempt from CEQA pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

The proposed Agreement includes provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. The City Attorney has reviewed and approved the proposed Second Amendment. In accordance with Charter Section 373 and Administrative Code Section 10.5(a) and 10.5 (b)(2), the proposed Agreement requires Council approval because the total term of the Agreement exceeds three years. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed Second Amendment to extend the term of Contract DA-5300 with Motorola Solutions, Inc. by four years, to provide LAWA with ongoing services related to the Trunked Radio Communications System will have no impact on the City's General Fund. The total contract authority is set at an amount not-to-exceed \$29,932,041. There are no funding appropriations required for this action. Funds for the proposed Agreement are available in the Fiscal Year 2023-24 Los Angeles World Airports Information Management and Technology Operating Budget – LAX Cost Center 1170202, Cost Element 520200 – Motorola Radio Maintenance & Support Services. The actions of the proposed Agreement comply with the Los Angeles World Airports' Adopted Financial Policies.

Attachment 1 – October 19, 2023 BOAC Report and November 1, 2023 Resolution No. 27820

October 20, 2023

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Heleen Ramirez, Legislative Coordinator
ATTN: Thomas Arechiga, Deputy Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

**Board of Airport
Commissioners**

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

Beatrice C. Hsu
Interim Chief Executive Officer

RE: Request to approve the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to approve the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the contract by four years to October 31, 2027, with no additional contract authority requested, for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles World Airports.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,



Beatrice C. Hsu
Interim Chief Executive Officer

BCH:MSA:ksf





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Report to the BOARD OF AIRPORT COMMISSIONERS

Approver: 
Aura Moore, Deputy Executive Director and
Chief Information Officer

Reviewer: 
Brian C. Ostler, City Attorney


Beatrice Hsu, Interim Chief Executive Officer

Meeting Date

10/19/2023

Needs Council Approval: Y

Reviewed for/by	Date	Approval Status	By
Finance	10/2/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	10/2/2023	<input checked="" type="checkbox"/> Y	MO
Procurement	10/4/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG
Guest Experience	10/3/2023	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	10/2/2023	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the contract by four years to October 31, 2027, with no additional contract authority requested, for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles World Airports.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FURTHER FIND that, pursuant to Los Angeles Administrative Code Section 10.15(a)(7) and Los Angeles Charter Section 371(e)(7), the services to be provided under this contract involve equipment, repairs, or parts obtained solely from the manufacturer of the equipment or its exclusive agent. Additionally, pursuant to Los Angeles Administrative Code Section 10.15(a)(10) and Los Angeles Charter Section 371(e)(10), that the services to be provided under this contract involve the performance of professional, expert, technical and other

special services such that the use of competitive bidding would be impractical and undesirable.

5. APPROVE the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the contract by four years to October 31, 2027, with no additional contract authority requested.
6. AUTHORIZE the Interim Chief Executive Officer, or designee, to execute the Second Amendment after approval by the Los Angeles City Council and approval as to form by the City Attorney.

DISCUSSION

1. Purpose

Staff requests approval of a Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. (Motorola) to extend the contract for four years for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles World Airports. No additional contract authority is requested.

2. Prior Related Actions/History of Board Actions

- **June 14, 2018 – Resolution No. 26526 (DA-5300)**
The Board of Airport Commissioners (Board) approved joining City of Santa Maria Contract No. 2766626 with Motorola Solutions, Inc. for three years in an amount not to exceed \$29,932,041, for materials and services in support of the Trunked Radio Communications System Upgrade (at Los Angeles International Airport [LAX] and Van Nuys Airport [VNY]) Project at Los Angeles World Airports. The contract expired on June 27, 2021.
- **June 3, 2021 – Resolution No. 27270 (DA-5300)**
The Board approved the First Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the term through October 31, 2023, with no additional contract authority requested, for ongoing radio systems maintenance, repair, and technical support services for the Trunked Radio Communications System at Los Angeles World Airports. The contract will expire on October 31, 2023.

3. Background

Los Angeles World Airports (LAWA) Radio Communications System (Radio System) is a Trunked Radio System that utilizes the 700 MHz and 400 MHz frequency bands and related portable and mobile radio units for airport safety, security, and operations. Trunked radio systems are often used by public safety organizations because they automatically connect the users to available radio channels, eliminating any wait time. The Radio System supports approximately 2,000 personnel from the Airport Police Division, Airport Operations Division, Facilities Maintenance Division, and other LAWA divisions in their daily radio communications.

Under the Radio System contract which upgraded LAWA's radio system, the Trunked Radio System was implemented at LAX and VNY and enabled the use of the 700 MHz band for

the nation-wide first responder public safety network. Additionally, LAWA subscribed to Motorola's cloud-based Wide Area Voice Environment service and made radio communications accessible through LAWA key personnel cellphones.

The original project was completed in 2021, under budget and with unspent contingency, with a savings of approximately \$8 million. At the conclusion of the upgrade, a reduction in the planned purchase of radios for Airport Police, Airport Operations, and Maintenance staff left LAWA with an available balance of more than \$4 million, as well as unspent contingency funds of over \$3 million. These savings have enabled staff to fund ongoing maintenance and as-needed services.

During the current contract term, LAWA continues the maintenance services which include the 24-hours-a-day, 365-days-a-year monitoring of the radio network, tech support, preventive maintenance, security patch updates, and repair and replacement of inoperable equipment.

The Second Amendment will provide an additional four years of maintenance services, as-needed services, and radio equipment replacements. Los Angeles World Airports had explored the possibility of soliciting bids for the maintenance and repair services under this contract and was notified by Motorola that they do not allow use of non-Motorola support services providers for mission critical public safety systems. The LAWA Radio Communications System is based on Motorola's proprietary system technology, which can only be maintained and supported by Motorola and its authorized dealers subcontracted by Motorola.

A summary of expenditures to date is listed below:

Description	Expenditures
Radio System Upgrade	\$ 21,561,519
Post-Warranty Extended Maintenance Services (2 years)	\$ 2,216,087
Radio Equipment & As-Needed Services	\$ 331,380
Total Expenditures To-Date	\$ 24,108,987
Current Contract Authority	\$ 29,932,041
Remaining Contract Authority	\$ 5,823,054

4. Current Action/Rationale

Approval of this contract amendment will ensure continuity of the maintenance, repair, and technical support services of the LAWA Radio System. The original contract was established by joining the City of Santa Maria contract with Motorola Solutions, Inc., which provided significant discounts. Other Motorola contracting options by various government organizations have been examined, and staff have determined that LAWA currently has the most preferable discounts. Additionally, staff worked with Motorola to cap the annual percentage increase for maintenance to a maximum of three percent for inflation and cost of living adjustments.

After exploring other contract options for lower cost, staff determined that it is cost effective to extend the current contract by an additional four years to leverage the advantages of the

terms. Staff will continue to monitor various Motorola contracts with other government entities and will take appropriate action should better contract terms become available. Prior to the end of this requested extension, other contracting alternatives, including new contract development, contract extension, and utilization of any available Motorola contracts, will be considered.

Motorola will include a local Small Business Enterprise (SBE) to assist with system upgrades and will work with LAWA's Strategic Sourcing and Business, Jobs and Social Responsibility Divisions to find more SBE's in the area that can be certified to maintain system equipment.

Estimated services and expenditures for the contract extension are as follows:

Description	Expenditures
Post-Warranty Extended Maintenance Services (4 years)	\$ 4,672,883
Radio Equipment & As-Needed Services Allowance	\$ 1,150,171
Total Second Amendment Cost	\$ 5,823,054
Remaining Contract Authority	\$ 5,823,054
Additional Contract Authority Needed	\$ 0
Total Not-to-Exceed Contract Authority*	\$ 29,932,041

*Note: Costs for individual line items may vary, but the total expenditures will not exceed \$29,932,041.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Innovate to Enhance Security, Efficiency & Effectiveness; Innovate to keep airports safe and secure.* The proposed amendment will enable the Information Management and Technology Division to support the Trunked Radio Systems operations which is in alignment with the strategic goal of keeping the airport safe and secure by ensuring that emergency and incident radio communications are working at optimal levels.

5. Fiscal Impact

Approval of this item will have no impact on the Los Angeles World Airports Operating Budget. This action will extend the contract duration with no additional contract authority requested.

6. Alternatives Considered

- ***Take No Action***

Without this amendment, the LAWA Trunked Radio System, which supports public safety, operations, and business communications, will not be properly maintained, and could potentially experience unplanned outages. Since the radio and related systems provide the primary means of communication for LAWA Public Safety and Operations Divisions, inoperable or poorly maintained systems will adversely impact airport operations, as well as staff and guest safety and security.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Motorola Solutions, Inc. is required by contract to comply with the provisions of the Service Contractor Worker Retention and/or Living Wage Ordinance.
5. Procurement Services had reviewed this action (File No. 8584). No mandatory Small Business Enterprise, Local Business Enterprise/Local Small Business Enterprise, and Disabled Veterans Business Enterprise goals for this project has been set, as no subcontracting opportunities were identified. However, Motorola Solutions, Inc. pledged to 10% SBE participation and has achieved 0.322% to date.
6. Motorola Solutions, Inc. is required by contract to comply with the provisions of the Affirmative Action Program.
7. Motorola Solutions, Inc. has been assigned Business Tax Registration Certificate number 0000749148-0001-7.
8. Motorola Solutions, Inc. is required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Motorola Solutions, Inc. has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. Pursuant to Charter Section 1022, staff determined the work specified on the proposed contract can be performed more feasibly or economically by -an Independent Contractor than by City employees.
11. Motorola Solutions, Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Motorola Solutions, Inc. has been determined by Public Works, Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance.
13. Motorola Solutions, Inc. will be required to comply with the provisions of the First Source Hiring Program for all non -trade LAX Airport jobs.

14. Motorola Solutions, Inc. has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Motorola Solutions, Inc. has submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
16. Motorola Solutions, Inc. will comply with the provisions of the Iran Contracting Act.

November 1, 2023

The Honorable City Council
of the City of Los Angeles
(via email)

Subject: Second Amendment to Contract DA-5300 with Motorola Solutions, Inc.

Pursuant to Section 373 of the City Charter, enclosed for your approval is the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. that was approved by the Board of Airport Commissioners at its October 19, 2023 meeting. There is no impact to the General Fund.

RECOMMENDATIONS FOR CITY COUNCIL:

1. Adopt the determination by said Board that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and
2. Approve the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the term through October 31, 2027, covering ongoing radio system maintenance, repair, and technical support services for the trunked radio communications system of Los Angeles World Airports; and
3. Concur with said Board's action on October 19, 2023, by Resolution 27820, authorizing the Interim Chief Executive Officer, or designee, of Los Angeles World Airports to execute said Second Amendment to Contract DA-5300 with Motorola Solutions, Inc.

Very truly yours,



Grace Miguel, Commission Executive Assistant II
BOARD OF AIRPORT COMMISSIONERS

Enclosures

- cc: Trade, Travel and Tourism Committee
Councilmember Park, e-file
Councilmember McOsker, e-file
Councilmember Soto-Martinez, e-file
CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file
City Clerk's Office, e-file



RESOLUTION NO. 27820

WHEREAS, on recommendation of Management, there was presented for approval, Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the term through October 31, 2027, covering ongoing radio system maintenance, repair, and technical support services for the trunked radio communications system of Los Angeles World Airports; and

WHEREAS, the Los Angeles World Airports (LAWA) radio communications system (Radio System) is a trunked radio system that utilizes the 700 MHz and 400 MHz frequency bands and related portable and mobile radio units for airport safety, security, and operations. Trunked radio systems are often used by public safety organizations because they automatically connect the users to available radio channels, eliminating any wait time. The Radio System supports approximately 2,000 personnel from the Airport Police Division, Airport Operations Division, Facilities Maintenance Division, and other LAWA divisions in their daily radio communications; and

WHEREAS, under the Radio System contract which upgraded LAWA's radio system, the trunked radio system was implemented at Los Angeles International Airport (LAX) and Van Nuys Airport and enabled use of the 700 MHz band for the nationwide first responder public safety network. Additionally, LAWA subscribed to the cloud-based Wide Area Voice Environment service of Motorola Solutions, Inc. (Motorola) and made radio communications accessible through LAWA key personnel cellphones; and

WHEREAS, the original project was completed in 2021, under budget and with unspent contingency, with a savings of approximately \$8 million. At the conclusion of the upgrade, a reduction in the planned purchase of radios for Airport Police, Airport Operations, and Maintenance staff left LAWA with an available balance of more than \$4 million, as well as unspent contingency funds of over \$3 million. Those savings have enabled staff to fund ongoing maintenance and as-needed services; and

WHEREAS, during the current contract term, LAWA continues the maintenance services which include the 24-hours-a-day, 365-days-a-year monitoring of the radio network, tech support, preventive maintenance, security patch updates, and repair and replacement of inoperable equipment; and

WHEREAS, the Second Amendment will provide an additional four (4) years of maintenance services, as-needed services, and radio equipment replacements. LAWA had explored the possibility of soliciting bids for the maintenance and repair services under the contract and was notified by Motorola that it does not allow use of non-Motorola support services providers for mission critical public safety systems. The LAWA Radio System is based on Motorola's proprietary system technology, which can only be maintained and supported by Motorola and its authorized dealers; and

WHEREAS, the Second Amendment will ensure continuity of the maintenance, repair, and technical support services of the LAWA Radio System. The original contract was established by joining the City of Santa Maria contract with Motorola that provided significant discounts. Other Motorola contracting options by various government organizations have been examined, and staff have determined that LAWA currently has the most preferable discounts. Additionally, staff worked with Motorola to cap the annual percentage increase for maintenance to a maximum of 3% for inflation and cost of living adjustments; and

LAX

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Valeria C. Velasco

Beatrice C. Hsu
Interim Chief Executive Officer



WHEREAS, after exploring other contract options for lower cost, staff determined that it is cost effective to extend the current contract by an additional four (4) years to leverage the advantages of the terms. Staff will continue to monitor various Motorola contracts with other government entities and will take appropriate action should better contract terms become available. Prior to the end of term extension, other contracting alternatives, including new contract development, contract extension, and utilization of any available Motorola contracts, will be considered; and

WHEREAS, following are the estimated services and expenditures for the contract extension:

Description	Expenditures
Post-Warranty Extended Maintenance Services (4 years)	\$ 4,672,883
Radio Equipment & As-Needed Services Allowance	1,150,171
Total Second Amendment Cost	\$ 5,823,054
Remaining Contract Authority	5,823,054
Additional Contract Authority Needed	0
Total Not-to-Exceed Contract Authority*	\$ 29,932,041; and

**Note: Costs for individual line items may vary, but the total expenditures will not exceed \$29,932,041.*

WHEREAS, this item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and

WHEREAS, Motorola is required by contract to comply with the provisions of the Service Contractor Worker Retention and/or Living Wage Ordinance; and

WHEREAS, Procurement Services had reviewed this action (File 8584). No mandatory Small Business Enterprise (SBE), Local Business Enterprise/Local Small Business Enterprise, and Disabled Veterans Business Enterprise goals for the project has been set, as no subcontracting opportunities were identified. However, Motorola pledged to 10% SBE participation and has achieved 0.322% to date; and

WHEREAS, Motorola is required by contract to comply with the provisions of the Affirmative Action Program and Child Support Obligations Ordinance; and

WHEREAS, Motorola is assigned Business Tax Registration Certificate 0000749148-0001-7; and

WHEREAS, Motorola has approved insurance documents, in the terms and amounts required, on file with LAWA; and

WHEREAS, pursuant to Charter Section 1022, staff determined that the work specified on the contract can be performed more feasibly or economically by an Independent Contractor than by City employees; and

WHEREAS, Motorola has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, Motorola has been determined by Public Works, Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, Motorola will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX jobs; and

WHEREAS, Motorola has submitted the Bidder Contributions CEC Form 55, and will comply with its provisions; and

WHEREAS, Motorola has submitted the MLO Bidder Contributions CEC Form 50, and will comply with its provisions; and

WHEREAS, Motorola will comply with the provisions of the Iran Contracting Act; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; determined that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; found that the work can be performed more economically or feasibly by an independent contractor than by City employees; further found that, pursuant to Los Angeles Administrative Code Section 10.15(a)(7) and Los Angeles City Charter Section 371(e)(7), the services to be provided under the contract involve equipment, repairs, or parts obtained solely from the manufacturer of the equipment or its exclusive agent, and also, pursuant to Los Angeles Administrative Code Section 10.15(a)(10) and Los Angeles City Charter Section 371(e)(10), that the services to be provided under the contract involve performance of professional, expert, technical and other special services such that use of competitive bidding would be impractical and undesirable; approved the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the term through October 31, 2027, covering ongoing radio system maintenance, repair, and technical support services for the trunked radio communications system of Los Angeles World Airports; and authorized the Interim Chief Executive Officer, or designee, to execute said Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. after approval by the Los Angeles City Council and approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 27820 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, October 19, 2023.



Grace Miguel – Secretary
BOARD OF AIRPORT COMMISSIONERS

**SECOND 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 SECOND AMENDMENT TO CONTRACT NO. DA-5300 (“Second Amendment”) is made and entered into this _____ day of _____, 2023, 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, as amended by the First Amendment to Contract No. DA-5300A dated September 1, 2021 (“Contract”) for Trunk Radio System; and

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

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor 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, 2027 (“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 ASTRO System Upgrade Agreement Statement of Work attached to this Second Amendment shall be incorporated into the Contract as Exhibit B-2. The Service Agreement and Lifecycle Renewal attached to this Second Amendment shall be incorporated into the Contract as Exhibit C-5. In addition to the terms of Section 3 of the Contract, Contractor agrees to provide the Services to City under the contractual terms and conditions set forth in Exhibits B-2 and C-5.

Section 3. This Second 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 Second 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 Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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 Second 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 Second 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:
HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

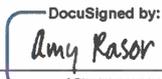
By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

MOTOROLA SOLUTIONS, INC., a
Delaware corporation

By: _____

Signature (Secretary)
Amy Rasor

Print Name

By: _____

Signature
Jerry Burch

Print Name
MSSI Vice President

Print Title