



Item Number  
7  
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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:

- ADOPT the Staff Report.
- 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.
- FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
- 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
<b>Total Expenditures To-Date</b>	<b>\$ 24,108,987</b>
Current Contract Authority	\$ 29,932,041
<b>Remaining Contract Authority</b>	<b>\$ 5,823,054</b>

#### 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
<b>Total Second Amendment Cost</b>	<b>\$ 5,823,054</b>
<b>Remaining Contract Authority</b>	<b>\$ 5,823,054</b>
<b>Additional Contract Authority Needed</b>	<b>\$ 0</b>
<b>Total Not-to-Exceed Contract Authority*</b>	<b>\$ 29,932,041</b>

\*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.

**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**

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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: \_\_\_\_\_  
DocuSigned by:  
*Amy Rasor*  
Signature (Secretary)

By: \_\_\_\_\_  
*Jerry Burch*  
Signature

\_\_\_\_\_  
Amy Rasor  
Print Name

\_\_\_\_\_  
Jerry Burch  
Print Name

\_\_\_\_\_  
MSSSI Vice President  
Print Title



Proposal

# ASTRO® System Upgrade Agreement Statement of Work

V1.04

Month Day, Year

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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EXHIBIT B-2



Proposal

# ASTRO® System Upgrade Agreement Statement of Work

V1.04

Month Day, Year

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EXHIBIT B-2

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ASTRO 25 System Upgrade Agreement Statement of Work

## Section 1

# ASTRO® System Upgrade Agreement Statement of Work

## 1.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, Los Angeles World Airports is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

## 1.2 Scope

**As system releases become available, Motorola agrees to provide the Customer with the hardware, and implementation services required to execute up to one system infrastructure (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The of the agreement is listed in** If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 1-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 1-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

**Table 1-1: SUA Term**

<b>Duration</b>	<b>Four Year(s)</b>
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**Table 1-2: Eligible System Upgrade Window**

<b>First Eligible Upgrade Window</b>	<b>Second Eligible Upgrade Window</b>	<b>Third Eligible Upgrade Window</b>
Duration:	Duration:	Duration:
11/1/23 – 10/31/25	11/1/25 – 10/31/27	N/A

The methodology for executing each System Upgrade is described in [Section 1.5](#). ASTRO® SUA pricing is based on the system configuration outlined in [Appendix B: System Pricing Configuration](#). This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in [Appendix A: ASTRO® System Release Upgrade Paths](#). Should the Customer elect an upgrade path other than one listed in [Appendix A: ASTRO® System Release Upgrade Paths](#), the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

## 1.3 Inclusions

Refer to Table B-1: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

### 1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in [Appendix B: System Pricing Configuration](#) and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

### 1.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to [Section 1.4.5](#) for further clarification on coverage.

## 1.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

<b>Excluded Products and Services</b>	<b>Examples (Not Limited To)</b>
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles

Excluded Products and Services	Examples (Not Limited To)
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

### 1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

### 1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

### 1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

### 1.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

## 1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

# 1.5 General Statement of Work for System Upgrades

## 1.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 1.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

## ASTRO 25 System Upgrade Agreement Statement of Work

### 1.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in [Section 1.5.1.1 Motorola Responsibilities](#), if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in [Section 1.5.1.1 Motorola Responsibilities](#). Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in [Appendix B: System Pricing Configuration](#).
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

## 1.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

## ASTRO 25 System Upgrade Agreement Statement of Work

### 1.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
  - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

### 1.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

## 1.5.3 System Upgrade

### 1.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

### 1.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 1.5.4 Upgrade Completion

### 1.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

### 1.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

## 1.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

## Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

**Table A-3: Certified Standard ASTRO® System Release Upgrade Paths**

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

**Table A-4: Certified High Security ASTRO® System Release Upgrade Paths**

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form "ASTRO® 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola's presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

## Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

**Table B-5: System Configuration at Time of Contract**

System Configuration	
<b>Core Configuration</b>	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
<b>System Level Features</b>	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
<b>Security Configuration</b>	
AERSS Sensors	0
Firewalls	0
KMF Servers	0
KMF Clients	0
<b>RF Site Configuration</b>	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
<b>Dispatch Site Configuration</b>	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	0
CCGWs	0
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0

ASTRO 25 System Upgrade Agreement Statement of Work

System Configuration	
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

ASTRO 25 System Upgrade Agreement Statement of Work

## Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

**Table C-6: SUA Coverage Table**

ASTRO® Certified Solution  Equipment Provided by Motorola	System Upgrade		
	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

ASTRO® Certified Solution	System Upgrade		
Verint IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	



Los Angeles World Airports

# SERVICE AGREEMENT AND LIFECYCLE RENEWAL

September 1, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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EXHIBIT C-5



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL 60661  
 (888) 325-9336

Quote Number : QUOTE-1666726  
 Contract Number: USC000243139  
 Contract Modifier: RN-OCT 2021

Date:09/01/2023

Company Name: LOS ANGELES WORLD AIRPORTS
Attn:
Billing Address: 6053 W CENTURY BLVD STE 200
City, State, Zip: LOS ANGELES , CA, 90045
Customer Contact: Marine Mandoyan
Phone: 424-646-7384

Required P.O. :  
 PO # :  
 Customer # :1000824921  
 Bill to Tag # :  
 Contract Start Date :01-Nov-2023  
 Contract End Date :31-Oct-2027  
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Year 1 - 4 Amount
	SVC02SVC0487A	NICE-SUA II	\$281,778.82
	SVC02SVC0127A	NICE GOLD PACKAGE	\$177,408.89
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$290,684.19
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$36,046.27
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$11,934.35
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,347,445.67
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$219,323.25
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$2,173,513.37
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$132,998.18
	LSV00S00627A	WAVE5000 ONSITE STD	\$1,750.00
<b>Total</b>			<b>\$4,672,882.99</b>
			<b>\$0.00</b>
<b>Total</b>			<b>\$4,672,882.99</b>
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

SUA & Advanced Plus Support Package + NICE Gold & SUA

Advanced Plus = Network Monitoring, Security Monitoring, Technical Support, Dispatch, Onsite, Annual Preventive Maintenance, Remote Security Patching, Infrastructure Repair w/ Advanced Replacement

Payment Schedule:

Year 1 Total = \$1,118,379.78  
 Year 2 Total = \$1,150,668.25  
 Year 3 Total = \$1,183,919.35 (includes Wave @ \$1,308.92 - 7/1/26 - 6/31/27)  
 Year 4 Total = \$1,219,915.61 (includes Wave @ \$441.08 - 7/1/27 - 10/31/27)  
 Total = \$4,672,882.99



## SERVICE AGREEMENT

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Wave Support (7/1/26 - 10/31/27) \*USC000387808 expires 6/30/26. WAVE server hardware will be covered during the term of this service agreement.

NICE Gold + SUA includes radio logger at TBIT West Control Tower

Contract Administration = Genesis Lifecycle Support 4 Years (\$33,249.55/year)

Genesis Lifecycle Summary: This proposal is to renew the support and maintenance agreement covering Genesis software products and hardware for LAWA. Price includes complete telephone and remote support or system analysis 8am-5pm CST, software updates and upgrades as well as after-hour emergency support. Hardware refreshes with a manufacturer warranty to cover the support term is included with on-site installation for ATIA systems or remote install for OTA systems. 3rd party software will be replaced if obsolescence occurs during term.

Software Products Covered - GW3-ATIA for single zone including: Up to 10 client users, ATIA Forwarder, GenWatch Data & Enhanced Data

Hardware Provided per Refresh - Database/Data/Proc Rackmount Server (1), Reader Rackmount Server (1), Desktop PC (1)

LAWA is entitled to two system upgrades within a four year SUA agreement. Motorola recommends every other year to perform system upgrades. Previous upgrade occurred January, 2023

Motorola will do its best effort to accommodate customer requested hours during the dates and times of the upgrades.

**This Service Agreement, USC000243139, shall be subject to the terms and conditions of the existing Communications System Agreement ("CSA") between the City of Santa Maria and Motorola Solutions, executed on June 17, 2014, as amended, to the extent such and terms and conditions are incorporated in Contract No. DA-5300 between City of Los Angeles and Motorola Solutions, Inc. dated as of June 28, 2018, as amended. LAWA is an Eligible Purchaser pursuant to Section 2.12 and may purchase under the Agreement per Section 3.4 of the CSA. Motorola Solutions affirms that termination of its CSA with the City of Santa Maria for any reason shall not result in the termination of this Service Agreement, which shall continue pursuant to the Service Agreement's stated terms and duration and Contract No. DA-5300**



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL 60661  
 (888) 325-9336

Quote Number : QUOTE-1666726  
 Contract Number: USC000243139  
 Contract Modifier: RN-OCT 2021

## Cyber Services / Opt-In Acknowledgement Section:

**Note:** This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# _____

\* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

\*\* If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

\_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 CUSTOMER (PRINT NAME)

  
 MOTOROLA REPRESENTATIVE(SIGNATURE)

MSSSI Vice President  
 \_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Quote Number : QUOTE-1666726  
Contract Number: USC000243139  
Contract Modifier: RN-OCT 2021

Jessica Pourciau

214-498-9537

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LOS ANGELES WORLD AIRPORTS  
Contract Number : USC000243139  
Contract Modifier : RN-OCT 2021  
Contract Start Date : 01-Nov-2023  
Contract End Date : 31-Oct-2027