

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

This is the **TWENTY-SECOND AMENDMENT** to Contract Number C-123897 between the City of Los Angeles, a Municipal Corporation, ("City"), acting by and through its Board of Harbor Commissioners, and Motorola Solutions, Inc., a Delaware Corporation, ("Motorola" or "Contractor").

**RECITALS**

**WHEREAS**, on or about May 8, 2014, the City, acting by and through its Los Angeles Police Department ("LAPD"), and the Contractor entered into that certain City of Los Angeles Contract Number C-123897 ("Master Services Agreement" or "MSA"), as subsequently amended, for Contractor's provision, on an as-needed basis, of technical services consisting of field engineering; communications system design; system upgrade or expansion; project management; system technologists; field service; installation, programming, maintenance and support; or other services associated with the LAPD's various communication systems based on terms provided under the MSA and additional terms as may be agreed to by the City and the Contractor for such services, such Agreement having a term as subsequently amended of May 8, 2014 through August 31, 2027; and

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

**WHEREAS**, the Harbor Department meets the definition of "Eligible Purchasers" under the terms of the MSA, as a department within the City other than LAPD, and therefore has the same rights and responsibilities as LAPD under the Master Services Agreement with respect to its purchase of services thereunder; and

**WHEREAS**, the MSA provided that additional services would be added to the MSA by amendment; 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 \$60,000.00 using City General Funds only; and

**WHEREAS**, the Second Amendment provided for a part of the upgrade of the LAPD's radio system utilizing City General Funds and increased the contract ceiling by \$86,951.08 for a total of \$146,951.08; and

**WHEREAS**, on or about April 21, 2015, the City and the Contractor entered into a Third Amendment to Contract Number C-123897, in which the Contractor agreed to provide services to LAPD's radio communications systems (the "Services"), for which the City agreed to increase Contractor's compensation by Eight Hundred Eighty-Nine Thousand Two Hundred Seventeen Dollars and Ninety-Two Cents (\$889,217.92) in UASI 11 funds; and Seven Hundred Fifty-Seven Thousand Two Hundred Twenty-Two Dollars (\$757,222.00) in UASI 12 funds, for a total amount of One Million Six Hundred Forty-Six Thousand Four Hundred Thirty-Nine Dollars and Ninety-Two Cents (\$1,646,439.92) in UASI Grant Funds (C.F. #11-1256, 6/6/12; C.F. #12-0930, 12/14/12); and

**WHEREAS**, the Fourth Amendment provided for communications equipment to be installed at the new Northeast Area station and increased the contract ceiling by \$261,515.00 in City General Funds for a total of \$2,054,906.00, provided for a \$6,000,000.00 contingency fund in City General Funds for future projects related to Scope of Agreement of the Original Agreement, increasing the total contract ceiling to \$8,054,906.00, and extended the term of the Original Agreement by two years 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 \$1,489,436.00 from the City's General Fund; and

**WHEREAS**, the Sixth Amendment provided for the upgrade of the LAPD's Computer-Aided Dispatch (CAD) system to the PremierOne CAD (P1CAD) and the purchase of the Premier Mobile Data Computer (PMDC), utilizing \$1,382,422.00 from the City's General Fund; 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 \$52,800.00 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 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 \$50,233.00 in City General Funds 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 PremierCAD onsite support; and

**WHEREAS**, the Eleventh Amendment provided for the payment of \$58,208.00 in City General Funds and detailing the responsibilities, statement of work, pricing, and terms and conditions associated with implementing interfaces to the Telogis System; and

**WHEREAS**, the Twelfth Amendment allowed the Los Angeles Port Police to include the provision of and payment for the mission critical P1CAD system and the Records Management System ("RMS") which will have improved features, functionality and performance, including integration with the LAPD, upon terms more fully set forth in the Master Service Agreement and the Twelfth Amendment, for a compensation amount not to exceed \$2,755,782.00 in Harbor Department Capital Improvement Project Funds; and

**WHEREAS**, the Thirteenth Amendment was entered into to extend the term of the Agreement for an additional five-year period, through May 7, 2024; adding a PremierCAD On-site System Administrator from January 1, 2019 to May 31, 2019; amending the Scope of Work for P1CAD/PMDC Project and provided for a compensation amount not to exceed \$254,111.00 from the City's General Fund for the work completed under this Amendment; and

**WHEREAS**, the Fourteenth Amendment allowed the Los Angeles Port Police to include the provision of and payment for the installation, upgrade and activation of the public safety radio system within the Harbor District to a 700MHz system for \$16,571,878.70 in Harbor Department funds; and

**WHEREAS**, on or about June 8, 2020, the City and the Contractor entered into that certain City of Los Angeles Fifteenth Amendment to Contract Number C-123897, in which the Contractor agreed to provide additional services to LAPD's radio communications systems (the "Services"), for which the City agreed to increase Contractor's compensation by One Million Six Hundred Thirteen Thousand One Hundred Twenty-Two Dollars (\$1,613,122.00) in UASI 18 funds, which, along with the UASI 11 and UASI 12 Grant Funds, resulted in a total compensation of UASI Grant funds due to Contractor under the MSA of Three Million Two Hundred Fifty-Nine Thousand Five Hundred Sixty-One Dollars and Twenty-Two Cents (\$3,259,561.22) (C.F. 18-0397, 4/29/20); and

**WHEREAS**, the Sixteenth Amendment provided for the installation by Motorola of Intel NUC-style Computers/CPUs, Panorama antennas, Sierra Wireless modems, and related cabling into one thousand eight hundred (1,800) standard patrol vehicles (excludes command vehicles, vans, and trucks) and provided for the continued maintenance of the LAPD's 9-1-1 telephony recording system (NICE Logger), which was purchased under the Fifth Amendment to the Original Agreement; and

**WHEREAS**, the Seventeenth Amendment provided for the support and maintenance services for the PremierOne Computer Aided Dispatch System (P1CAD) approved under the Sixth Amendment, for a period of five years, commencing on March

1, 2020, and ending February 28, 2025, and increased the total compensation by \$5,970,842.50 in City General Funds; and

**WHEREAS**, the Eighteenth Amendment increased the total compensation of UASI Grant Funds paid to Contractor under the Agreement by the amount of Three Million Fifty-Nine Thousand Thirty Dollars (\$3,059,030.00) in UASI 19 Grant Funds (the "Increase") in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, and UASI 18 Grant Funds, results in a total compensation of UASI Grant funds due to Contractor under the MSA of Six Million Three Hundred Eighteen Thousand Five Hundred Ninety-One Dollars and Twenty-Two Cents (\$6,318,591.22), such Increase having been authorized by the Los Angeles City Council and Mayor (C.F. #19-0695, 3/17/20 and 10/20/21); and

**WHEREAS**, the Nineteenth Amendment added services to provide the City of Los Angeles Police Department with two years of certain hardware, software, and services that are packaged together as VRS 7.18 Advanced Plus Services and SUA and Maintenance; such services include, among other things, network event monitoring technical support, network hardware repair with advanced replacement, remote security patch installation, dispatch service, onsite support, annual preventative maintenance, and network updates and security monitoring, increase the total compensation of UASI Grant Funds paid to Contractor under the Agreement by the amount of Three Million One Hundred Seventy-One Thousand Nine Hundred Eighty-Six Dollars and Eighty-Five Cents (\$3,171,986.85) (the "Increase"), which is comprised of Seven Hundred Seventy-One Thousand Nine Hundred Eighty-Six Dollars and Eighty-Five Cents (\$771,986.85.00) in UASI 19 Grant Funds and Two Million Four Hundred Thousand Dollars (\$2,400,000.00) in UASI 20 Grant Funds, in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, and UASI 18 Grant Funds, results in a total compensation of UASI Grant funds due to Contractor under the MSA of Nine Million Four Hundred Ninety Thousand Five Hundred Seventy-Eight Dollars and Seven Cents (\$9,490,578.07); and

**WHEREAS**, the Twentieth Amendment to the MSA decreased the Fifteenth Amendment's UASI 18 allocation by the Cost Savings, resulting in a modified allocation of UASI 18 grant funds in the sum of One Million Three Hundred Seventy-One Thousand One Hundred Fifty-Three Dollars and Eighty-Five Cents (\$1,371,153.85) and a total modified compensation of UASI Grant Funds due to the Contractor under the Fifteenth Amendment in the sum of Three Million Seventeen Thousand Five Hundred Ninety-Three Dollars and Seventy-Seven Cents (\$3,017,593.77), such decrease being authorized under Section 14.8 of the Los Angeles Administrative Code and the Los Angeles City Council (C.F. #18-0397, 04/20/21, 08/03/21); and

**WHEREAS**, the Twenty-First Amendment provided the City of Los Angeles Police Department with an additional five years of hardware, software, and services that are packaged together as VRS 7.18 Advanced Plus Services and SUA and Maintenance; such services include, among other things, network event monitoring technical support, network hardware repair with advanced replacement, remote security patch installation, dispatch service, onsite support, annual preventative maintenance, and network updates



and security monitoring, increase the total compensation paid to Contractor under the Agreement by the amount of Twenty Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars (\$20,433,974.00) (the "Increase"), which is comprised of One Million Dollars (\$1,000,000.00) in UASI 21 Grant Funds and has been appropriated, and thereafter, One Million Dollars (\$1,000,000.00) in UASI 22 Grants Funds, One Million Dollars (\$1,000,000.00) in UASI 23 Grant Funds, and One Million Dollars (\$1,000,000.00) in UASI 24 Grant Funds, which are proposed, but not yet appropriated, and Sixteen Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars (\$16,433,974.00) in allocated City General Funds, in consideration of Contractor's performance of the Additional Services, which, along with UASI 11, UASI 12, UASI 18, UASI 19, UASI 20 Grant Funds and with City's General Fund, results in a total compensation of UASI Grant funds due to Contractor, under the MSA, of Thirteen Million Four Hundred Ninety Thousand Five Hundred Seventy-Eight Dollars and Seven Cents (\$13,490,578.07), subject to UASI appropriations and Council Acceptance thereto, and Sixteen Million Four Hundred Thirty-Three Thousand Nine Hundred Seventy-Four Dollars (\$16,433,974.00) in City General Funds; and

**WHEREAS**, the Twenty-Second Amendment proposes Additional Services to facilitate the City's Information Technology Agency's requirements for the preparation of two sites for Port Police radio equipment related to the Harbor Department's 700MHz public safety radio system which was the subject of the Fourteenth Amendment such that Contractor shall provide tower mapping, studies, retrofit, electrical work, City Microwave Programming, and related services as more fully set forth in Exhibit 1: Statement of Work/Services ("Exhibit 1"), attached hereto and made a part hereof, and Contractor Agrees to provide such Additional Services for a compensation amount not to exceed \$1,454,231.26 resulting in a total compensation amount not to exceed Eighteen Million Twenty-Six Thousand One Hundred Nine Dollars and Ninety-Seven Cents (\$18,026,109.97) for provision of Services set forth in Appendix A of the Fourteenth Amendment and Exhibit 1 of the Twenty-Second Amendment, as well as to add an additional 15 months for completion of Services set forth in Appendix A of the Fourteenth Amendment and Exhibit 1 of the Twenty-Second Amendment; and

**WHEREAS**, the Services which are the subject of the Twenty-Second Amendment have been approved by the Board of Harbor Commissioners, and the funding for these Services has been allocated in the Harbor Department's Capital Improvement Project budget for FY20 through FY26; and

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

**WHEREAS**, the proprietary nature of the 700MHz technology, especially the software, limits the availability of specialized expertise to the particular Contractor, and the desire to utilize the same public safety system as the Los Angeles Police Department (LAPD) as well as to fully maximize the use of current radios to include full functionality with the recently upgraded Harbor Department Computer Aided Dispatch ("CAD") system and Records Management System ("RMS"), would make it undesirable or impractical to utilize another system vendor; and

**WHEREAS**, 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**, Section 5.1 of the MSA provides for amendments; and

**WHEREAS**, the Twenty-Second Amendment is necessary and proper to continue and/or complete certain activities under the MSA and the Twenty-Second Amendment.

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

1. In accordance with Section 2.2, Scope of the Agreement, of the MSA, the MSA, 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 Twenty-Second Amendment), the Services set forth in Exhibit 1 of the Twenty-Second Amendment to the Master Services Agreement, which is attached to the Twenty-Second Amendment and made a part hereof. Contractor shall comply with all terms and provisions set forth in such Exhibit 1 and perform all Services set forth therein. Services set forth in Appendix A of the Fourteenth Amendment and Exhibit 1 of the Twenty-Second Amendment shall be performed and completed by Contractor no later than seven (7) years and three (3) months from the date of contract execution of the Fourteenth Amendment. In the event the Master Services Agreement terminates or expires prior to the full performance or completion of the Services set forth in Appendix A of the Fourteenth Amendment and Exhibit 1 of the Twenty-Second Amendment, the City and the Contractor agree that the terms of the Master Services Agreement shall continue to apply to the performance and completion of all Services set forth in Appendix A of the Fourteenth Amendment and Exhibit 1 of the Twenty-Second Amendment to the Master Services Agreement until the expiration or termination of the time period allotted for performance and completion of such Services.”

2. In accordance with Section 3.1, Compensation, of the MSA, the MSA, as previously amended, is hereby further amended to include the following provision:

“City shall pay to Contractor for full and satisfactory performance of the Services set forth in Exhibit 1 of the Twenty-Second Amendment to this Master Services Agreement, an amount not to exceed One Million Four Hundred Fifty-Four Thousand Two Hundred Thirty-One

Dollars and Twenty-Six Cents of Harbor Department funds as approved by the Board of Harbor Commissioners, inclusive of all local, state, and federal taxes.”

3. Except as herein amended, modified, or otherwise provided, all terms and conditions of the Master Services Agreement shall remain unchanged and shall be deemed to be the terms and conditions of this Twenty-Second Amendment.
4. This Twenty-Second Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent via email shall be deemed original signatures.
5. In the event of an inconsistency between any of the provisions of this Twenty-Second 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) Twenty-Second Amendment through First Amendment to Contract Number C-123897, with the most current amendment having highest order of precedence;
  - 2) Contract Number C-123897
  - 3) City of Los Angeles Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**List of Exhibits**

Exhibit 1      Statement of Work/Services

[Signature Page Follows]

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

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

Dated: \_\_\_\_\_, 2023

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

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

MOTOROLA SOLUTIONS, INC.

Dated: September 25, 2023

By: Laurel Walling  
Laurel Walling  
Regional Services Manager

By: Jerry Baul  
MSSSI Vice President  
(Print/type name and title)

APPROVED AS TO FORM:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

9-28, 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

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

By: [Signature]  
JOHN T. DRISCOLL, Deputy

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

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

Internal Revenue Service ID Number: 36-1115800  
Council File/CAO File Number: C.F. #15-1313, 3/19/2020  
City Contract Number: C-123897-22



October 2, 2023

Motorola Solutions, Inc.

	Center	Program	Account	FY20	FY21	FY22	FY23	FY24	Total
Site Construction - Motorola	1179	641	54510	\$632,832.32	\$0.00	\$111,676.16	\$0.00	\$1,070,069.94	\$1,814,578.42
IT Services - Motorola	1179	641	54310	\$3,505,119.86	\$180,249.54	\$1,930,530.50	\$0.00		\$5,615,899.90
Equipment - Motorola	1179	641	59994	\$3,647,754.86	\$333,454.15	\$2,285,217.86	\$340,529.12		\$6,606,955.99
<b>Total</b>				<b>\$7,785,707.04</b>	<b>\$513,703.69</b>	<b>\$4,327,424.52</b>	<b>\$340,529.12</b>	<b>\$1,070,069.94</b>	<b>\$14,037,434.31</b>
	Center	Program	Account	FY24	FY25	FY26			Total
Extended Warranty	412	000	54030	\$783,342.58	\$806,842.85	\$831,048.14			\$2,421,233.57
System Upgrade	412	000	54030	\$519,667.55	\$522,452.59	\$525,321.94			\$1,567,442.08
				\$1,303,010.13	\$1,329,295.44	\$1,356,370.08			\$3,988,675.65
<b>Grand Total</b>									<b>\$18,026,109.96</b>
For Acct/Budget Div. Use Only:				Work Order No. 2542100					
Verified by:	<i>Melody M. Ugalde</i>			Melody Ugalde 2023.10.04 14:56:45 -07'00'					
Verified Funds Available:	<i>Fallie</i>			Digitally signed by Frank Liu Date: 2023.10.04 15:58:32 -07'00'					
Date Approved:	10/4/23								

**EXHIBIT 1**  
**STATEMENT OF WORK/SERVICES**



Change Order Number: 006

Date of Request: February 1, 2022

Project Name: Port of Los Angeles Radio System Upgrade

Motorola Project ID: CA-18I192AG

Customer Name: Port of Los Angeles

Customer Project Mgr: Daniel R. Cobos – Captain, SSD Commander

The purpose of this Change Order:

Two of the seven single-channel UHF simulcast sites for the Port of Los Angeles Radio Upgrade project will be located at the Mt. Lee and Baldwin Hills sites. The City of Los Angeles, Information Technology Agency (ITA) is responsible for managing these sites. ITA requires a full mapping, tower study, and foundational analysis be completed for the Mt. Lee tower structure before any work can commence. It is unknown as to what the Tower Study will reveal so there are contingency funds also included in this change order.

Note that any company performing Tower Climbing work on behalf of Motorola must first be pre-qualified by the Motorola Solutions Environmental, Health and Safety Department. The pre-qualification process reviews a contractor's safety programs and other items specific to the work that they will perform. Motorola Solutions is currently utilizing Avetta as part of the contractor pre-qualification process.

Incremental electrical work is also required to ready the sites for the additional equipment.

In addition, the system will be using the existing City Microwave link as the backhaul to connect Mt. Lee and Baldwin Hills to complete the backhaul ring for the system and for the ISSI connection.

The following changes apply to this additional scope of work:

**Add the following Services:**

1. Tower Study:
  - a. Mt. Lee - Existing 350' Foot Tower
2. Estimated Tower Retrofit / Remediation
3. Electrical Work:
  - a. Mt. Lee
  - b. Baldwin Hills
4. City Microwave Programming between Mt. Lee and Baldwin Hills with IPKeys
5. Professional Services

Contract #: C-123897-14 Contract Date: March 19, 2020

In accordance with the terms and conditions of the contract identified above between Port of Los Angeles and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

Current Contract Value:	\$16,571,878.70
Previous Change Order amounts for Change Order numbers 001 through 004:	\$0.00
Services This Change Order:	\$384,161.32
Equipment This Change Order:	\$0.00
New Contract Value: <i>(includes total available credit of \$51,336.96)</i>	\$16,956,040.02

**Completion Date Adjustments**

Original Completion Date:	12/31/2022
Current Completion Date prior to this Change Order:	12/31/2022
New Completion Date:	12/31/2024

<b>Equipment Changes:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed
N/A

<b>Service Changes:</b> <i>(additions, deletions or modifications)</i>
<p>As part of the Port of Los Angeles Radio Upgrade project, two of the seven UHF simulcast sites will be located at the Mt. Lee and Baldwin Hills sites.</p> <p>Mt. Lee will contain two racks: a UHF RF rack with a single 6' foot Panel UHF antenna that will be going on the existing 350' foot tower. In addition, there is a single Nokia microwave rack with a 6' foot microwave dish that will be mounted on the 34' Telephone Pole Structure.</p> <p>Baldwin Hills will contain a single UHF RF rack and 10.2' foot Omni UHF antenna mounted to the existing monopole structure.</p> <p>Tower mapping, studies, contingency costs, and the electrical work for Mt. Lee are outlined below.</p> <p>In addition, we will be using the existing City Microwave as the backhaul to connect Mt. Lee and Baldwin Hills to complete the ring for the system and for the ISSI connection. The ISSI networking has multiple agencies and connection paths. This requires coordination across the agencies. There is an ISSI firewall at each site requiring coordination. Each site has to have visibility to the route-ability and with the QoS inside of each connect. On behalf of the Port, Motorola requires router design, configuration, programming, provisioning, and testing. Each link must include the routes, distribution, and paths. Testing will be done across each link and junction points. The programming requirements are as follows:</p> <ul style="list-style-type: none"> <li>○ Point to Point L2 802.1q connection from Baldwin to Mt Lee</li> </ul>



- o 1G handoffs
- o 2048 byte MTU
- o 10ms latency and Jitter MAX in EF queue
- o 0.01% Frame loss
- o 10Mbps throughput
- o 802.1p QoS Support

The City Microwave provisioning will contain remote and on-site design, engineering, integration, implementation, coordination and project management services. Motorola will work with IPKeys Technologies and IPKeys experience in the LAPD network implementation, engineering, and on-going maintenance support in delivering the networking implementation for the POLA to LAPD ISSI interface. The Port of LA will responsible for the on-going maintenance and servicing of the link.

**Mt. Lee Tower Study Costs:**

Site Name	Description	Amount
Mt. Lee	<b>Tower Study - Mt. Lee 350' Tower:</b> Scope of Work: Provide Structural Analysis, Foundation Analysis, Site observation and meetings with Dr. Lee and ITA, Provide certified climbers to do a full 350ft tower audit, concrete NTD test. Provide drawings for retrofit recommendations and retrofit reinforcement	\$68,907.14
Contingency	<b>Mt. Lee Contingency</b>	\$202,455.71
<b>TOTAL:</b>		<b>\$271,362.85</b>

**Mt. Lee and Baldwin Hills Electrical Costs:**

Site Name	Description	Amount
Mt. Lee	<b>Electrical Work - Mt. Lee:</b> Provide additional power for the Port of LA Radio Upgrade Project. 1 UHF and 1 Nokia microwave equipment racks at the Mt. Lee location.	\$56,052.86
Baldwin Hills	<b>Electrical Work - Baldwin Hills:</b> Provide additional power for the Port of LA Radio Upgrade Project. 1 UHF equipment rack at the Baldwin Hills location.	\$13,281.71
<b>TOTAL:</b>		<b>\$69,334.57</b>

**Mt. Lee / Baldwin Hills City Microwave Link:**

Site Name	Description	Amount
Mt. Lee & Baldwin Hills	<b>IPKyes Microwave Programming:</b> POLA-LAPD ISSI Interface Services - remote and on-site design, engineering, integration, implementation, coordination and project management services. Will be designed for Point to Point L2 802.1q connection from Baldwin to Mt Lee, 1G handoffs, 2048 byte MTU 10ms latency and Jitter MAX in EF queue, 0.01% Frame loss 10Mbps throughput, 802.1p QoS Support, I'll work with IPKeys to get the mapping correct	\$19,945.71





Professional Services:		
Site Name	Description	Total
Mt. Lee / Baldwin Hills	Project Mgmt - Additional PM time for managing calls, quotes, updates, execution of the CO items, etc.	\$16,281.82
Mt. Lee / Baldwin Hills	Engineering - Additional Engineering time to participate in calls, work up requirements, review scopes of work and quotes, and work with vendors as needed.	\$7,236.36
<b>TOTAL:</b>		<b>\$23,518.18</b>

**Schedule Changes:** *(describe change or N/A)*  
 The adjusted Final Acceptance / Project Completion date is 12/31/2024.

**Pricing Changes:** *(describe change or N/A)*  
 As shown in the details above, this Change Order increases the contract value by \$384,161.32.

**Customer Responsibilities:** *(describe change or N/A)*  
 The Port of LA will responsible for the on-going maintenance and servicing of the City Microwave link.

**Payment Schedule for this Change Order:**  
*(describe new payment terms applicable to this change order)*  
 N/A

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Customer**

By: 

By: \_\_\_\_\_

Printed Name: Kent Martin

Printed Name: Daniel R. Cobos

Title: Regional Services Manager

Title: Captain, SSD Commander

Date: June 21, 2023

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

Reviewed by: \_\_\_\_\_  
 Motorola Program Manager

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

**Change Order Number:** 007

**Date of Request:** March 20, 2023

**Project Name:** Port of Los Angeles Radio System Upgrade

**Motorola Project ID:** CA-18I192AG

**Customer Name:** Port of Los Angeles

**Customer Project Mgr:** Daniel R. Cobos – Captain, SSD Commander

**The purpose of this Change Order:**

Two of the seven single-channel UHF simulcast sites for the Port of Los Angeles Radio Upgrade project will be located at the Mt. Lee and Baldwin Hills sites. The City of Los Angeles, Information Technology Agency (ITA) is responsible for managing these sites. ITA requires a tower study, and foundational analysis be completed on the effected structures before any work can commence.

The Tower Studies for Mt. Lee and Baldwin Hills were completed and they both failed the structural and foundational analysis required to support the additional antennas. The Baldwin Monopole and the Mt. Lee telephone pole structure require substantial remediation / retrofit work to be able to support the antenna systems. This CO adds the remediation / retrofit costs.

In addition, the 700Mhz site at Black Jack Mountain (BJM) on Catalina Island is experiencing significant delays due to the AT&T connectivity challenges. LAPP is aggressively working with both the Conservancy and AT&T. However, there is still no known ETA as to when AT&T will be able to complete the work efforts. Due to this delay and the unknown completion ETA, LAPP has decided to transition to the new 700MHz radio system as a 4-site Trunked Simulcast solution. Once the BJM site is completed and the site link is operational, Motorola will mobilize again to program, optimize, and coverage test the system in the 5-site Trunked Simulcast solution. This CO adds these incremental professional services.

The following changes apply to this additional scope of work:

**Add the following Services:**

1. Tower Remediation / Retrofit:
  - a. Mt. Lee - 34' Telephone Pole Structure
  - b. Baldwin Hills – Monopole
2. Professional Services which includes an additional Method III Coverage Test when BJM brought online.

**Contract #:** C-123897-14

**Contract Date:** March 19, 2020

In accordance with the terms and conditions of the contract identified above between Port of Los Angeles and Motorola Solutions, Inc., the following changes are approved:



**Contract Price Adjustments**

Current Contract Value:	\$16,571,878.70
Previous Change Order amounts for Change Order numbers 001 through 006:	\$384,161.32
Services This Change Order:	\$1,070,069.94
Equipment This Change Order:	\$0,00
New Contract Value:	\$18,026,109.97

**Completion Date Adjustments**

Original Completion Date:	12/31/22
Current Completion Date prior to this Change Order:	9/28/2023 (CO6)
New Completion Date:	12/31/2024

<b>Equipment Changes: (additions, deletions or modifications) Include attachments if needed</b>
N/A



<b>Service Changes: (additions, deletions or modifications)</b>		
<b>Mt. Lee and Baldwin Hills Retrofit:</b>		
<b>Site Name</b>	<b>Description</b>	<b>Total</b>
Mt. Lee	<p><b>Retrofit - Mt. Lee Telephone Pole Structure:</b>            Scope of Work: 1. Structural Analysis after retrofit recommendations with new proposed load. 2. Foundation Analysis 3. Site observation: Dr. Lee will be present during retrofit work. 4. The existing tri-legged telephone poles shall be reinforced by adding new structural steel jackets to increase the bending moment and axial capacities of the wooden pole by means of lag bolts. 5. New steel brackets shall be attached to the existing timber poles in order to install new antennas and antenna mounts. 6. New steel elements of the wooden structure shall be anchored down to the footings with custom made hardware. 7. Labor, equipment and materials to apply industrial grade epoxy to surface to protect timber poles. 8. Foundation work will required custom made dowels between the existing concrete and new steel jackets. 9. Install new ground rods and cables per R56 requirements.</p>	<b>\$876,297.22</b>
Baldwin Hills	<p><b>Retrofit - Baldwin Hills 18' Monopole Structure:</b>            Scope of Work: Structural Analysis after retrofit recommendations with new proposed load. 2. Foundation Analysis. 3. Site observation: Dr. Lee will be present during retrofit work. 4. The existing Monopole shall be reinforced by adding new structural elements to increase the bending moment and axial capacities of the pole by means of steel welding. 5. City of Los Angeles certified welder and water tank. 6. New steel brackets shall be attached to the existing pole in order to install new antennas and antenna mounts. 7. New steel elements of the pole shall be anchored down to the footings with custom made hardware. 8. Labor, equipment and materials to apply industrial grade epoxy to surface to protect pole. 9. After excavation of soils into and below existing grade, (by approximately 4ft. Foundation will required pouring new concrete on and around the existing footing including installation of rebar dowels between existing concrete and new concrete. 10. Install new ground rods and cables per R56 requirements.</p>	
<b>Professional Services:</b>		
<b>Site Name</b>	<b>Description</b>	<b>TOTAL</b>
ALL	Project Mgmt - PM time for managing calls, Statements of Work, PO's Invoices, Site Visits to Mt. Lee & Baldwin Hills, overall execution of ALL items in the CO as well as the managing the project and schedule to Dec-24.	<b>\$193,772.73</b>
ALL	Engineering - Engineering time to participate in incremental scope; Site visits to Mt. Lee & Baldwin Hills during remediation, work with vendors as needed, and additional time for the 5-site Method III Coverage Test for the 700MHz system when BJM / Catalina is brought online.	
ALL	ST Resources - Additional ST time to bring BJM Site online, re-optimize the system for a 5 site 700MHz Simulcast solution and perform Method III Testing.	



**Schedule Changes:** *(describe change or N/A)*  
 The revised schedule for Final Acceptance / Project Completion is 12/31/24.

**Pricing Changes:** *(describe change or N/A)*  
 As shown in the details above, this Change Order increases the contract value by \$1,070,069.94.

**Customer Responsibilities:** *(describe change or N/A)*  
 The Port of LA is responsible to coordinate site access with ITA for Baldwin Hills and Mt. Lee.

**Payment Schedule for this Change Order:**  
*(describe new payment terms applicable to this change order)*  
 MS1: 50% Upon Execution of This CO.  
 MS2: 50% Upon Completion of This CO.


Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF, the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Customer**

By:   
 Printed Name: Laurel Walling  
 Title: Regional Services Manager  
 Date: 9/25/2023

By:   
 Printed Name: Daniel R. Cobos  
 Title: Captain, SSD Commander  
 Date: 3/24/2023

Reviewed by:   
 Motorola Program Manager

Date: March 20, 2023