



Executive Director's
Report to the
Board of Harbor Commissioners

DATE: JULY 27, 2021

FROM: PORT POLICE

SUBJECT: RESOLUTION NO. _____ - FIRST AMENDMENT TO AGREEMENT NO. 20-3760 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA, AT&T WHOLESALE, AT&T DATACOM FOR ADDITIONAL HARDWARE, SOFTWARE, AND SERVICES FOR THE EMERGENCY 9-1-1 PUBLIC SAFETY ANSWERING POINT SOLUTION

SUMMARY:

Staff requests approval of a First Amendment to Agreement No. 20-3760 (Agreement). The Agreement is for the purchase and installation of an Emergency 9-1-1 Public Safety Answering Point (PSAP) solution for the City of Los Angeles Harbor Department (Harbor Department) operated by the Port Police Division. The Harbor Department purchased the above referenced system and services as an eligible purchaser under the State of California, Governor's Office of Emergency Services, 911 Systems and Services Contract Agreement (CA) with Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T Datacom (AT&T). The Board of Harbor Commissioners (Board) approved the Agreement on June 18, 2020.

The First Amendment is necessary to add hardware, software, and services to support the additional required functionality for emergency call boxes and elevator phones that is not available in the Motorola Vesta 9-1-1 PSAP solution previously approved in the Agreement. (See Transmittal 1)

This action will authorize an additional \$62,495.50 for a total amount not to exceed \$305,009.39. The proposed added funds will include hardware, software, services, and a two-year warranty for maintenance and support that will run concurrently with the two-year warranty period of the Agreement. Payment of expenses incurred under the Agreement will continue to be the financial responsibility of the Harbor Department.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act under Article III Class 3(4) of the Los Angeles City CEQA Guidelines;

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2. Find that in accordance with the Los Angeles City Charter Section 1022, the services to be provided are of a professional, expert, technical and of a temporary and occasional nature, and there are no known Harbor Department personnel or current City job classifications with the expertise to perform the proposed specialized work;
3. Find that in accordance with the Los Angeles City Charter Section 1022 and Los Angeles Administrative Code Section 10.15(a) (10) the proprietary nature of 9-1-1 PSAP technology, particularly the software, limits the availability of specialized expertise to only the particular 9-1-1 system vendor. Additionally, AT&T is the jurisdictional provider for landline telecommunications in the Los Angeles Harbor District (LAHD) and the desire to utilize the same public safety system as the “primary” PSAPs of the Los Angeles Police Department (LAPD), Long Beach Police Department (LBPD), Los Angeles County Sheriff’s Department (LASD), and the California Highway Patrol (CHP), would make it undesirable and/or impractical to utilize another system or vendor;
4. Approve the First Amendment to Agreement No. 20-3760 providing additional funds in the amount of \$62,495.50 and the additional equipment and services necessary for increased system functionality;
5. Authorize the Executive Director to execute and the Board Secretary to attest to the First Amendment to Agreement No. 20-3760; and
6. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – Port Police applied for and was granted permission to become a 9-1-1 PSAP by the State of California, Governor’s Office of Emergency Services, 911 Branch Office. The 9-1-1 PSAP solution being installed by AT&T was approved by the Board on June 18, 2020 and will give Port Police the capability to process emergency calls and text communications directly (including transferring calls to adjacent public safety agencies) and indirectly (receiving transferred calls from adjacent law enforcement agencies). This will supplement existing telecommunications (including those currently provided by the LAPD and LAFD) and will facilitate direct 9-1-1 communications from emergency communicators in the LAHD.

During the course of the system installation, discussions with CalOES were on-going with regard to the new, Next Generation 9-1-1 PSAP requirements from CalOES. Given the new requirements, Port Police asked to be reconsidered for funding of its 9-1-1 PSAP from CalOES. After reapplying under the new guidelines, Port Police was determined to

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be eligible for partial reimbursement of costs related to the 9-1-1 PSAP. The Harbor Department will be reimbursed \$197,231.94 of the original not-to-exceed amount of \$242,513.89. Going forward, after the two-year extended warranty period ends July 25, 2024, CalOES will assume financial responsibility for the continued software maintenance, wire repair plan, trunks, and related items. These recurring costs will total approximately \$11,130.00 annually and will be paid directly to the vendor by CalOES, in perpetuity.

The proposed First Amendment is necessary for added system functionality related to the emergency call boxes throughout the port area as well as the elevator phones in the Port Police Headquarters' building. This functionality is not available in the Motorola Vesta 9-1-1 PSAP solution included in the Agreement. Even though the emergency call boxes and elevator phones were identified as a requirement for the project, AT&T believed the Vesta solution was capable of identifying Automated Location Identification (ALI) data from the call boxes and elevators. It was later determined by the AT&T Field Engineer that additional functionality would be needed and thus the complete "PEAbody" solution would be required.

The "PEAbody" solution will require the following additions to the Agreement. (See Transmittal 2):

1. Hardware - physical rack mounted server and peripherals to support additional database for storing numbers from Port of Los Angeles emergency call boxes and elevator phones that are not sent to Port Police.
2. Software - Motorola Vesta "PEAbody" ALI database solution that provides Port Police with private and independent on-site storage of phone location data and ALI conversion utility for adding additional ALI information from new emergency call boxes and elevators that are programmed to dial the Port Police 7-digit emergency line directly.
3. Services - Hardware installation, software provisioning, providing integration with existing Motorola Vesta 9-1-1 PSAP solution and "PEAbody" Data Format and Conversion Services for converting the ALI data from the emergency call boxes, elevator phones, and data conversion of existing emergency call boxes and elevator phones.

Selection Process – Given that AT&T is currently performing the installation/integration of the 9-1-1 PSAP system at the Harbor Department, it would be undesirable and impractical to utilize a system integrator other than AT&T, given the proprietary information, landline jurisdiction of AT&T, and the technology involved in the similar

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systems used by adjacent primary PSAPs. The addition of the “PEAbody” solution, if installed/integrated by AT&T, can be done within the timeframe of the original Agreement; thus, the additional work will add funds but will not impact the contract period or extended warranty duration.

The work under the current Agreement is being done through the use of an existing, competitively bid Contract Agreement (CA) between the State of California, Governor’s Office of Emergency Services and AT&T that states, “Public Safety Answering Points (PSAP) may use the Contract Agreements to purchase Customer Premise Equipment (CPE) and maintenance services. Contract numbers have been issued to the Contractors per manufacturer/model configuration and type.”

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a First Amendment to Agreement No. 20-3760 for the purchase and installation of an Emergency 9-1-1 PSAP solution, which is an activity involving the installation of new equipment involving negligible or no expansion of use if required for safety, health, or the public convenience. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III Class 3(4) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the First Amendment and two-year commitment for maintenance and support (which will run concurrently with the original agreement) would result in an additional \$62,495.50 for an aggregate authorized expenditure of \$305,009.39 for AT&T products/services over a three-year term. Funding for the original not-to-exceed amount of \$242,513.89 was budgeted in Fiscal Year 2020/21 in Center 0412 (Port Police), Program 000, Account 13150 (Capital Improvement Projects), inclusive of the two years of extended warranty, and has been fully paid. Funding for the additional \$62,495.50 has been budgeted in Fiscal Year 2021/22 in Center 0412 (Port Police), Program 000, Account 13150 (Capital Improvement Projects). Spending is expected to occur as follows:

	FY 2021	FY 2022	Total
Contract Spending			
A13150, Center 0412 – Original Funding	\$242,513.89		
A13150, Center 0412 - Additional Funds Requested		\$62,495.50	
Totals	\$242,513.89	\$62,495.50	\$305,009.39

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Subsequent to the original 3-year Agreement, CalOES 9-1-1 has agreed to fund the Port Police PSAP program. The Harbor Department will be reimbursed \$197,231.94 of the original not-to-exceed amount of \$242,513.89. Going forward, after the two-year extended warranty period ends July 25, 2024, CalOES will assume financial responsibility for the continued software maintenance, wire repair plan, trunks, and related items. These recurring costs will total approximately \$11,130.00 annually and will be paid directly to the vendor by CalOES, in perpetuity.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the First Amendment to the Agreement as to form and legality.

TRANSMITTALS:

1. Agreement No. 20-3760
2. First Amendment to Agreement No. 20-3760

FIS Approval: MB
 CA Approval: SO


 MICHAEL HYAMS
 Deputy Chief of Police


 THOMAS E. GAZSI
 Chief of Public Safety and
 Emergency Management

APPROVED:

 For

EUGENE D. SEROKA
Executive Director

EDS:TEG:cj
Author: R. Grant