



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt a resolution authorizing the City Manager to sign the annual Service/License Agreement with Data911 and authorize payment using funds previously approved in the 2005-2006 police budget. (\$65,547.51) (PD)

MEETING DATE: September 7, 2005

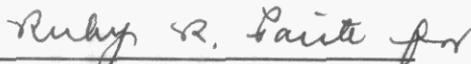
PREPARED BY: Jerry J. Adams, Chief of Police

RECOMMENDED ACTION: That the City Council adopt a resolution authorizing the City Manager to sign the Service/License Agreement for current police information systems with Data911 of Alameda, California and authorize payment in the amount of \$65,547.51.

BACKGROUND INFORMATION: Several years ago, the Lodi Police Department purchased computer systems from Data911 that allow for records management, computer aided dispatching, field reporting, mobile computing and other functions which allow the department to perform efficiently. An annual maintenance agreement provides for software and hardware support in the event of system malfunctions so as to minimize any disruption in the department's ability to provide service to the public. Additionally, this current agreement would provide for the purchase of additional software licenses which will allow more end users to utilize the software that has become essential to their job functions. Payment for this service agreement has been approved by Council annually for the past three years.

FISCAL IMPACT: No net fiscal impact as this amount was included in the Lodi Police Department's operating budget.

FUNDING: \$65,547.51 from the 2005-2006 Lodi Police Department operating budget. (10.10.317)


James R. Krueger, Finance Director


Jerry J. Adams
Chief of Police

JJA:sm
Attachment
Cc: City Attorney

APPROVED: 
Blair King, City Manager

Annual Service/License Agreement

This Purchase Agreement ("Agreement") is made as of August 1, 2005 between the "City of Lodi Police Department" (the "Buyer") and Hubb Systems, LLC, dba Data911, of Alameda, California (the "Seller").

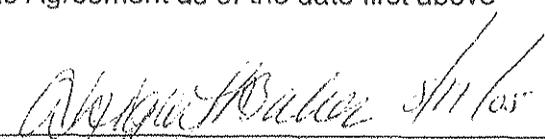
IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Items of consideration.** The Seller agrees to deliver to the Buyer the software licensing, MDS extended warranties and third party operating system warranties as defined in Schedule A of this document, to be referred to hereafter as the "Goods" and Buyer shall accept and pay for the Goods as specified in this Agreement.
2. **Disclaimer of Express Warranty.** Seller warrants that the Goods are as described in this Agreement, but no other express warranty is made in respect to the Goods.
3. **Terms.** Payment of 100% of the contract price is due at time of order. Invoices are due 30 days from the Invoice date. An invoice that ages 45 days from Invoice date, unless mitigating circumstances are present, shall be considered past due. Buyer will be responsible for any legal and/or collection fees arising from non-payment of Goods. *The term of this Agreement shall be for twelve months (one contract year) commencing on the date specified in Exhibit A.* This Agreement may be terminated by Data911 if the application software is altered or enhanced by any entity (including Buyer) other than Data911, anything to the contrary herein notwithstanding.
4. **Title.** Seller reserves title to the Goods until Seller has been paid in full for the Goods. Goods are revocable if payment terms in the Invoice are not satisfied. However, while Buyer is in possession of the Goods the Buyer agrees to hold Seller harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees (on a solicitor and own client basis) arising out of, connected with, or resulting from the Buyer's use or application of the Goods. *Such indemnity shall survive the termination or expiration of the Agreement.*
5. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective parties. There are no oral representations or warranties amount the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue of any actions shall be in the County of San Joaquin.
7. **Successors and Assigns.** This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
8. **Attorneys' Fees.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions contained herein, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such action or proceeding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above mentioned.

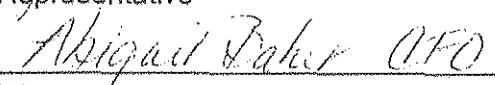
CITY OF LODI

By _____ Dated: _____
Blair King, City Manager



Data911 Representative

Attest: _____
Susan J. Blackston, City Clerk



Print Name

Approved as to Form: _____
D. Stephen Schwabauer, City Attorney

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
1535	\$240.00	02/02/99	06/30/05	06/30/06	Full 686 System
3968	\$240.00	09/11/00	06/30/05	06/30/06	Full 786 System
4740	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4741	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4742	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4743	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4744	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4745	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4746	\$240.00	09/28/00	06/30/05	06/30/06	Full 786 System
4747	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4748	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4749	\$240.00	09/21/00	06/30/05	06/30/06	Full 786 System
4777	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4778	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4779	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4780	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4781	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4782	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4783	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4784	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4785	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
4786	\$240.00	09/27/00	06/30/05	06/30/06	Full 786 System
7658	\$240.00	06/25/02	06/30/05	06/30/06	Full 786 System
7659	\$240.00	06/25/02	06/30/05	06/30/06	Full 786 System

Total quoted cost to cover 24 full Data911 systems with the serial numbers listed above until the date as shown in 'Proposed Warranty End Date': \$ 5,760.00

RESOLUTION NO. 2005-179

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE SERVICE/LICENSE
AGREEMENT WITH DATA 911, AND FURTHER
AUTHORIZING PAYMENT OF FUNDS APPROPRIATED
IN THE 2005-06 POLICE BUDGET

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Service/License Agreement with Data 911, of Alameda, California, for current police information systems; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes payment of \$65,547.51 from the 2005-06 Police Budget.

Dated: September 7, 2005

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I hereby certify that Resolution No. 2005-179 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2005, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,
and Mayor Beckman
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk