



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Five-Year Extension of Contract with LaRue Communications, Inc., of Stockton, for Public Works 800 MHz Radio Transmission Service (\$11,700 Annually)

**MEETING DATE:** June 16, 2010

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving a five-year extension of the contract with LaRue Communications, Inc., of Stockton, for the Public Works 800 MHz radio transmission service (\$11,700 annually).

**BACKGROUND INFORMATION:** The City of Lodi Public Works Department has an 800 MHz two-way radio system that is used in the day-to-day operations of Streets and Drainage, Water/Wastewater, White Slough, Fleet and Facilities, and Engineering Divisions. LaRue Communications has provided maintenance and service for radios in the Public Works Department since 2005. In Fiscal Year 2005/06, LaRue Communications upgraded 70 radios at no cost to the City.

LaRue Communications has agreed to honor the prices from the original service agreement dated May 5, 2005, at no increase in cost. The current radio inventory includes a total of 65 units. The monthly fee for repeater use is \$650 and the monthly fee for the radio service agreement is \$325, for an annual cost of \$11,700.

<b>LaRue Communications</b>	
Annual access cost based on 65 units at \$10 each per month. (65 X \$10 X 12)	\$ 7,800
Annual service agreement based on 65 units at \$5 each per month (65 X \$5 X 12)	\$ 3,900
<b>Total</b>	<b>\$11,700</b>

**FISCAL IMPACT:** Annual cost for this service was budgeted in operating accounts of Streets and Drainage, Water/Wastewater, White Slough, Fleet and Facilities, and Engineering divisions.

**FUNDING AVAILABLE:** Operating Accounts in Public Works Streets and Drainage, Water/Wastewater, White Slough, Fleet and Facilities, and Engineering (103021, 3215011, 105050, 260561, 170401, 170403, 170405, 180451)

Jordan Ayers  
Deputy City Manager/Internal Services Director

F. Wally Sandelin  
Public Works Director

Curtis Juran, Streets and Drainage Superintendent  
FWS/CJ/dsg  
cc. Charlie Swimley, Deputy Public Works Director – Utilities  
Steve Mann, ISD Manager  
Curtis Juran, Streets and Drainage Superintendent

**APPROVED:**   
Konradt Bartlam, Interim City Manager

CONTRACT EXTENSION AGREEMENT

LA RUE COMMUNICATIONS, INC. CONTRACT FOR PUBLIC  
WORKS 800 MHz RADIO TRANSMISSION SERVICE  
CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 1<sup>st</sup> day of July, 2010, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and LA RUE COMMUNICATIONS, INC., hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and Owner, entered into a service agreement on May 5, 2005, and the parties wish to extend that agreement.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of five (5) years, commencing immediately and terminating June 30, 2015. The Contract may be extended by mutual agreement of the parties, and with City Council approval, for an additional term as specified. All other terms and conditions will remain as set forth in the attached agreement hereto as Exhibit A and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2010.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

LA RUE COMMUNICATIONS, INC.  
hereinabove called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM, Interim City Manager

\_\_\_\_\_  
KNOX LA RUE, Owner

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH, Deputy City Attorney





The following constitutes a five year service agreement between LaRue Communications and the City of Lodi for two-way radio repeater service and maintenance service on portable radios, vehicle radios, and base stations within the Public Works Department.

If at any time the City of Lodi determines that service being rendered does not comply with the terms of this service agreement, the City of Lodi shall have the right to terminate the service agreement effective thirty (30) days following the mailing of written notice to LaRue Communications at LaRue Communications usual place of business. Should the City of Lodi terminate this service agreement prior to the end of the agreed five-year term, the City of Lodi agrees to pay the equivalent of one year's cost of service and maintenance for the number of radios on the contract at the time of termination. In addition, LaRue Communications may remove all equipment that was supplied to the City of Lodi at no cost. Purchased equipment, such as portable radios and base stations, will remain the property of the City of Lodi. Any equipment removed by LaRue Communications during the duration of this service agreement, will become property of LaRue Communications.

LaRue Communications will provide repeater service at ten (\$10) dollars per unit without a rate increase for five years.

Repeater service will consist of the following items:

1. LaRue Communications will provide all re-programming and replacement of non-compatible radios to function with LaRue Communications' repeater service at no charge. Total number of units will be determined at the end of the installation process.
2. The service agreement will provide for Channels 1 and 2 from Bear Mountain tower, Channel 3 as a backup from Mount Oso, and Channel 4 to continue off the existing City of Lodi repeater.
  - a. Loss of repeater service shall be corrected within three (3) working days from the notification to LaRue Communications.
3. Any vehicle requiring a replacement radio, i.e. vehicles equipped with older Motorola Syntor-X mobile radios needing additional labor and/or materials, will be charged at the rate of seventy five (\$75) dollars per hour with a maximum cost of one hundred twenty-five (\$125) dollars per vehicle for labor and material. This cost includes removal of the old radios.
4. LaRue Communications will replace the City of Lodi's twelve (12) portable radios at a cost of two hundred fifty (\$250) dollars per radio which includes one new battery and one new charger.
5. LaRue Communications will provide the City of Lodi with four (4) spare radios to be kept on site at no additional cost.



6. LaRue Communications will provide a remote for any base station as required at a cost of two hundred (\$200) dollars each.
7. LaRue Communications will program all the mobile, portable and base stations with a selective feature according to the City of Lodi's representative. The selective calling feature will activate a flashing amber light on any radio equipped with this feature. If required, selective calling can be modified to sound off an alert tone in addition to the flashing amber light when paged. Should the existing wiring need to be modified, it will be completed at an additional cost of twenty-five (\$25) dollars per unit.

LaRue Communications will provide a maintenance service agreement for every portable, base station, and mobile radio. The maintenance service agreement is as follows:

1. LaRue Communications will provide a maintenance service agreement at a charge of five (\$5) dollars per month, per unit.
  - a. Service will consist of all required maintenance of radios at no additional cost other than the monthly service fee.
  - b. This service agreement does not cover intentional or accidental damage to any radio component. This includes, but is not limited to, antennas and microphones.
  - c. Radio service will be performed within one working day of notifications to LaRue Communications.
2. LaRue Communications will provide a maintenance service agreement and/or repair the existing City of Lodi 800 MHz repeater at the Police Station tower site at a charge of fifty (\$50) dollars per month.



WHEN SIGNING THIS AGREEMENT, LARUE COMMUNICATIONS AGREES THAT THE PERIOD FOR THIS SERVICE AGREEMENT IS JUNE 1, 2005 THROUGH JUNE 30, 2010 AND THE PROVIDOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10<sup>th</sup> OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

[Signature]  
Knox LaRue, Jr.

Dated: MAY 5, 2005

[Signature]  
Authorized Signature

owner  
Title

Individual  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

770 west lane suite 1  
Address

(209) 463-1900  
Telephone

Stockton, CA. 95210

CITY OF LODI  
A Municipal Corporation

[Signature]  
~~Blair King, City Manager~~  
Blair King, City Manager

Date: 6/30/05, 2005

Attest:

[Signature]  
Susan Blackston, City Clerk

Date: June 30, 2005

Approved as to Form:

[Signature]  
D. Stephen Schwaber, City Attorney

Date: 6/30, 2005

RESOLUTION NO. 2010-90

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
FIVE-YEAR EXTENSION OF CONTRACT WITH LA RUE  
COMMUNICATIONS, INC., FOR PUBLIC WORKS 800 MHZ  
RADIO TRANSMISSION SERVICE

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WHEREAS, the City of Lodi Public Works Department has an 800 MHz two-way radio system that is used in the day-to-day operations of Streets and Drainage, Water/Wastewater, White Slough, Fleet and Facilities, and Engineering Divisions; and

WHEREAS, LaRue Communications, Inc., of Stockton, California, is the current contractor for this system and has agreed to honor the prices from the original service agreement dated May 5, 2005, at no increase in cost; and

WHEREAS, the current radio inventory has a total of 65 units; the monthly fee for repeater use is \$650 and the monthly fee for the radio service agreement is \$325, for an annual cost of \$11,700.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a five-year extension of the contract with LaRue Communications, Inc., of Stockton, California, for the Public Works 800 MHz Radio Transmission Service in the amount of \$11,700 annually.

Dated: June 16, 2010

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I hereby certify that Resolution No. 2010-90 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 16, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Katzakian

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk