

Continued April 21, 1982

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In addition, it is recommended the City purchase two 10 - hour battery components for hand-held radio at \$19.00 each plus tax. TCI's letter also includes an explanation for a great part of the additional costs.

Also, the City needs to purchase 3 time stamps for each of the consoles, run underground conduit from the equipment room to the Police facility for emergency power, and do some minor carpentry work.

Total Requirements:

Base Bid	\$131,059.20
2 high capacity batteries	40.28
Time stamps & underground Conduit	<u>2,500.00</u>
	\$133,599.48

Council has previously appropriated \$101,710 for this purpose. Therefore, additional funds in the amount of \$31,889.48 are required.

The City has sufficient unappropriated Revenuing Sharing Funds to allow for this additional expenditure.

Additional information concerning the subject was provided by Dr. Henry L. Richter, President, TeleComm Consultants, Inc.

PURCHASE OF POLICE
AND FIRE RADIO
EQUIPMENT APPROV-
ED

RES. NO. 82-39

Following additional discussion with questions being directed to Staff, and to Dr. Richter, Council, on motion of Councilmember Olson, Snider second, appropriated \$31,900 from Revenue Sharing Funds for the purchase of Public Safety Radio Equipment. Further, on motion of Mayor Pro Tempore Murphy, Olson second, Council adopted Resolution No. 82-39 authorizing the purchase of Public Safety Radio Equipment in the amount of \$131,099.48 from Motorola Communications and Electronics, Inc. and authorizing the Mayor and City Clerk to execute the Agreement with Motorola Communications and Electronics, Inc. for the purchase of the subject equipment on behalf of the City.

7-11-82

7

April 26, 1982

Mr. Gene Delaney
Motorola, Inc.
1301 E. Algonquin
Schaumburg, Ill. 60196

Dear Mr. Delaney:

Enclosed please find an original and two copies of the Communications Equipment Agreement between Motorola Communications and Electronics, Inc., and the City of Lodi entered into on April 21, 1982.

Please execute this agreement and return the original and one copy to this office at your earliest convenience.

Also enclosed is a certified copy of Resolution No. 82-39, "Resolution Authorizing the Purchase of Public Safety Radio Equipment", which was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 1982.

Very truly yours,

Alice M. Reimche
City Clerk

AR:dg

Enc.

COMMUNICATIONS EQUIPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 1982, by and between MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., hereinafter referred to as "MOTOROLA", incorporated as an Illinois corporation and located in Schaumburg, Illinois, and CITY OF LODI, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the CITY desires to purchase a Communications System; and

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which MOTOROLA shall perform the work and furnish the equipment and services as more particularly described herein for the consideration and upon the terms and conditions as herein provided;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

Article 1. ORDER OF PRECEDENCE.

This Agreement shall consist of the following documents, which shall be called the "Contract Documents":

- (A) This AGREEMENT
- (B) ATTACHMENTS thereto, including but not limited to:
 - (A) MOTOROLA Proposal, dated April 1, 1982
 - (B) County of San Joaquin's Specification, dated February 16, 1982

On file in the office of the San Joaquin County Purchasing Agent

In the event that any discrepancy shall exist among between the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order listed above.

Article 2. PRICE AND PAYMENT SCHEDULE.

MOTOROLA agrees to sell all of the equipment and perform the services as outlined in the attachments Items 69 through 78F except that Item 73 shall include two units with 10-hour batteries, and CITY agrees to buy the aforementioned equipment and services for the sum of One Hundred Thirty One Thousand Ninety Nine Dollars and Forty Eight Cents (\$131,099.48).

Payment Schedule to be:

(A) Eighty percent (80%) of equipment cost for the items delivered to the MOTOROLA Service Station during a month.

(B) Ten percent (10%) of equipment cost and the installation cost for the items installed during a month.

(C) Balance of monies due as each segment of the system is accepted.

MOTOROLA will bill the CITY no more than once a month for the work performed in the previous month.

Payment due NET THIRTY (30) DAYS after invoice date.

Article 3. SHIPPING.

All sales and deliveries are FOB Lodi, California. MOTOROLA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. MOTOROLA shall retain title to the articles until CITY makes full payment. After delivery to the FOB point, risk of loss and damage to articles shall be borne by CITY.

All packaging and packing shall be in accordance with good commercial practice.

Article 4. TAXES.

The prices set forth herein are inclusive of any amount for Federal, State, or local excise, sales, lease, gross income service, rental, use, property, occupation, or similar taxes. If any other taxes are determined to be applicable to this transaction or MOTOROLA is required to pay or bear the burden thereof, the CITY shall pay to MOTOROLA the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Article 5. CHANGES.

CITY may, by written order, make changes within the general scope of this contract, in one or more of the following:

- (A) Specifications, where supplies are to be specifically made for CITY in accordance therewith.
- (B) Method of shipment or packing.
- (C) Place of delivery.

If any change causes an increase or decrease in the cost of or time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or

delivery schedule, or both, and the contract shall be modified in writing accordingly. MOTOROLA is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this contract.

Article 6. HOLD HARMLESS.

MOTOROLA covenants and agrees to indemnify and hold the CITY harmless from all liabilities, judgments, cost, damages and expenses which may accrue against, be charged to, or recovered from the CITY by reason of or on account of damage to the property of the CITY or the property of, injury to, or death of any person, when such damage or injury is caused by MOTOROLA's sole negligence or that of its employees, subcontractors or agents while on the premises of the CITY during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Article 7. EXCLUSABLE DELAYS.

Neither the CITY nor MOTOROLA shall be responsible for delays or lack of performance resulting from

acts beyond the control of the party or parties. Such acts shall include but not be limited to acts of God, strikes, material shortages, compliance with laws, loss of goods in transit, default of suppliers, fires, riots, acts of war, or any other conditions beyond control of the party or parties.

Delays as identified herein may cause an impact to schedule/cost which will therefore be subject to contract modification described in Article 5 "Changes".

Article 8. TERMINATION FOR CONVENIENCE.

The CITY may terminate this AGREEMENT, solely at the convenience of the CITY, in the event that MOTOROLA is unable to comply with the delivery and/or installation schedule in accordance with the attachments hereto, due to causes covered under Paragraph 7, immediately preceding. In the event that the CITY chooses to terminate this agreement solely for the convenience of the CITY, the CITY shall pay MOTOROLA for equipment and services provided to the date of termination and reasonable costs which may be borne by MOTOROLA for termination of subcontracts, removal of installation and test

equipment, and other cost directly related to an unforeseen and abrupt termination.

Article 9. DEFAULT.

If MOTOROLA fails to make delivery or complete installation in accordance with these CONTRACT DOCUMENTS, the CITY may consider MOTOROLA to be in default, unless such delays have been caused by the conditions covered under Paragraph 7 of this AGREEMENT. The CITY will give written notice to MOTOROLA of such default and MOTOROLA shall have thirty (30) days to provide a plan of action to cure such default. If MOTOROLA fails to cure such default to the satisfaction of the CITY, the CITY may, at its option, terminate any unfulfilled portion of this AGREEMENT or complete the system through a third party. In the event the CITY completes the system through a third party, MOTOROLA shall be responsible for an amount in excess of the contract price, not to exceed the value of the terminated portion incurred by the CITY in completing the system to a capability not exceeding that specified in this Contract and Attachments. MOTOROLA SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES.

Article 10. DELAYS BY CITY.

If delays by the CITY cause the installation and acceptance of this system as defined in these Contract Documents, to be rescheduled beyond these limits, the CITY shall be liable only for actual costs incurred by MOTOROLA resulting from these delays. Such charges may include, but are not limited to, rescheduling charges by the equipment vendor; storage charges; and maintenance charges.

Article 11. LICENSES/AUTHORIZATIONS.

The CITY is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with F.C.C. rules. Neither MOTOROLA nor any of its employees is an agent or representative of the CITY in F.C.C. matters or otherwise. MOTOROLA, however, may assist in the preparation of the license application at no charge to the CITY. CITY acknowledges that system implementation is predicted on proper F.C.C. licensing.

Article 12. USE BEFORE ACCEPTANCE.

Should the CITY commence use of the system or any sub-system thereof for their intended purposes, other than for the express purposes of training or testing, prior to system acceptance, final payment for said system or sub-system shall be due net thirty (30) days. The warranty or maintenance periods for such equipments put into use, unless warranty or maintenance has already begun, shall be deemed to have commenced concurrently with the use of the equipment for its intended purpose. The use of the equipment for its intended purpose shall be deemed to have occurred when the CITY commences to use and rely primarily on the equipment for its communications.

Article 13. LEGAL INTERPRETATION.

This Agreement and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Illinois.

Article 14. CITY'S OBLIGATIONS.

The CITY shall provide the following:

- (A) A designated Project Director.

- (B) Ingress and egress to CITY's operations building as requested by the Contractor.
- (C) Required electrical service, air conditioning, space humidity and air filtration to the CITY's Communications Center rooms for all necessary equipment as specified.
- (D) Reasonable facilities such as, but not limited to, secure storage space, a designated work area with adequate heat and light, and access local telephone line. The facilities are to be provided upon request and at no charge to the Contractor.
- (E) Day-to-day normal system operation, after installation completion, which include all tasks covered by the System manager's and System Operator's manuals.
- (F) Such other obligations as defined in these Contract Documents.

Article 15. AGREEMENT ACCEPTANCE.

This Agreement shall not be valid and binding upon MOTOROLA until accepted and executed by an officer of MOTOROLA.

Article 16. DISCRIMINATION.

MOTOROLA shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto. This Agreement may, at the option of the CITY, be terminated or suspended in whole or in part in the event MOTOROLA fails to comply with the non-discrimination clause of this statute. In the event of termination under this Paragraph, MOTOROLA shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

Article 17. MISCELLANEOUS PROVISIONS.

- (A) MOTOROLA agrees to provide the CITY with a Spare Parts List, which list shall be a part of this Agreement and incorporated herein as though set forth verbatim and made a part hereof.
- (B) MOTOROLA represents that it is a corporation duly licensed to do business in the State of Illinois.
- (C) MOTOROLA shall forward CITY a duly certified resolution which shall state it has the authority to enter into and execute this Agreement.

Article 18. FULL AGREEMENT.

This AGREEMENT and ATTACHMENTS constitute the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of their agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of April, 1982.

CITY OF LODI, a municipal corporation

By Fred M. Reid
FRED M. REID
MAYOR

ATTEST:

Mrs. M. Beanche
CITY CLERK

MOTOROLA Communications and
Electronics, Inc.

By _____

66)	2	NICAD BATTERY RECYCLING DEVICE		4.9	<u>1,212.00</u>
67)	1	WALL-MOUNTED STATUS MAP			<u>8,550.00</u>
68)	55	3-YEAR WARRANTY FOR PAGES 1			<u>1,113.75</u>
58A)		PROJECT MANAGEMENT, FIELD ENGINEERING, TESTING, DOCUMENTATION, TRAINING (SAN JOAQUIN COUNTY)			<u>30,345.00</u>
			LODI		
69)	1	PD DISPATCH CONSOLE #1	3.4.1	4.2	<u>15,803.00</u>
70)	1	PD DISPATCH CONSOLE #2	3.4.1	4.2	<u>11,754.00</u>
71)	1	FIRE DISPATCH CONSOLE	3.4.2	4.2	<u>10,544.00</u>
71B)		INSTALL CONSOLES			<u>8,851.00</u>
71A)	3	CHAIRS			<u>897.00</u>
72)	20	PD MOBILES (MIL/SYNTOR)	3.4.1	4.8	<u>27,240.00</u>
72A)		INSTALL 20 MOBILES, FCC CERTIFY 14 PORTABLES, INSTALL 4 CHARGERS			<u>2,371.00</u>
73)	14	PD PORTABLES (MX/MPR)	3.4.1	4.9	<u>21,224.00</u>
74)	4	SINGLE UNIT CHARGERS			<u>284.00</u>
75)	1	12-SLOT CHARGING SYSTEM			<u>582.00</u>
76)	1	CONVERT EXISTING PD BASE TO COUNTY FIRE MUTUAL-AID FREQUENCY NON-TAXABLE/INSTALLATION	3.4.2		<u>373.00</u>
77)	1	PD MOBILE RELAY	3.4.1	4.4	<u>4,165.00</u>
77A)		INSTALL			<u>480.00</u>
78)	1	FIRE BASE STATION T2-2R	3.4.2	4.12	<u>3,527.00</u>

78A)	INSTALL				<u>480.00</u>
78B)	RELOCATE EQUIPMENT ROOM	LODI PORTION	3.4.3		<u>3,884.00</u>
	(NON-TAXABLE/INSTALLATION)	COUNTY PORTION	3.4.3		<u>3,166.00</u>
78C)	CONVERT HIGHBAND RADIOS TO FIRE FREQUENCY 154.010				<u>4,363.00</u>
	(NON-TAXABLE/INSTALLATION)				
78D)	ADD ADDITIONAL FREQUENCY, 154.070				<u>1,500.00</u>
	(NON-TAXABLE/INSTALLATION)				
78E)	INSTALL CONVERTED HIGHBAND RADIOS				<u>746.00</u>
78F)	PROJECT MANAGEMENT, FIELD	<u>RANCHO SECO</u>			<u>6,230.00</u>
	ENGINEERING, TESTING, DOCUMENTATION, TRAINING (LODI)				
79)	1 CONTROL STATION -- EMCC	<i>Rancho Seco</i>	3.9	4.5	<u>4,943.00</u>
80)	1 CONTROL STATION -- LEC		3.9	4.5	<u>4,943.00</u>
81)	1 CONTROL STATION -- RMC		3.9	4.5	<u>3,186.00</u>
82)	2 TONE REMOTE -- LEC, EMCC		3.9	4.16	<u>736.00</u>
83)	1 TONE REMOTE -- RMC		3.9	4.16	<u>373.00</u>
84)	3 MOBILE RADIO -- EMCC, LEC, RMC		3.9	4.8	<u>4,734.00</u>
85)	1 MOBILE RADIO -- CHP		3.9	4.14	<u>1,889.00</u>
86)	1 MOBILE RADIO -- MED, HEAR, OES		3.9	4.13	<u>1,889.00</u>
87)	1 MOBILE RADIO -- FIRE		3.9	4.13	<u>1,433.00</u>
88)	1 MOBILE RADIO -- LG		3.9	4.10	<u>1,557.00</u>
89)	1 MOBILE RADIO -- STOCKTON PD		3.9	4.8	<u>1,578.00</u>
90)	1 MOBILE RADIO -- SO		3.9	4.8	<u>1,362.00</u>

RESOLUTION NO. 82-39

RESOLUTION AUTHORIZING THE PURCHASE OF PUBLIC
SAFETY RADIO EQUIPMENT

RESOLVED, that the City Council of the City of Lodi does hereby authorize the purchase of Public Safety Radio Equipment in the amount of \$131,099.48 from Motorola Communications and Electronics, Inc., pursuant to information and recommendations attached hereto identified as Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED that the City Council does hereby approve Communication Equipment Agreement dated April 21, 1982 between the City of Lodi and Motorola Communications and Electronics, Inc., for the purchase of the subject equipment and does authorize the Mayor and City Clerk to execute this agreement on behalf of the City.

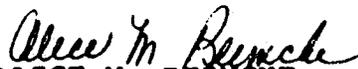
Dated: April 21, 1982

I hereby certify that Resolution No. 82-39 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 1982 by the following vote:

Ayes: Council Members - Olson, Murphy, Pinkerton,
Snider and Reid

Noes: Council Members - None

Absent: Council Members - None


ALICE M. REIMCHE
City Clerk

MEMORANDUM

To: Honorable Mayor and City Council
From: Assistant City Manager
Subj: Purchase of Public Safety Radio Equipment
Date: April 19, 1982

RECOMMENDATION:

The City Council authorize the purchase of Public Safety Radio Equipment in the amount of One Hundred Thirty One Thousand Ninety Nine Dollars and Forty Eight Cents (\$131,099.48) from Motorola Corporation and appropriate Thirty One Thousand Nine Hundred Dollars (\$31,900) from Revenue Sharing Funds.

BACKGROUND:

The City's Police Radio System was designed and installed in 1967. The system at that time was capable of serving the needs of our mobile units patrolling approximately six square miles.

Since that time, the City has grown and the ability of our mobile units to transmit and receive each other is greatly restricted by distance and structural interference. The hand-held units encounter restrictions much more severe than the mobile unit because the officers are frequently inside buildings or other enclosures which severely curtails their effective range.

A second problem has been created by the limitation of a single channel for a Police Department our size.

San Joaquin County Sheriff's Department likewise has experienced the same difficulties and contracted with TeleComm Consultants, Inc. (TCI) to evaluate and make recommendations to improve their radio communications system.

In January 1981, the City of Lodi contracted with TCI to do a needs requirement and system design of our Police radio communication system. In the summer of 1982, the City authorized the preparation of specifications and authorized San Joaquin County Purchasing Agent to advertise for equipment for the City of Lodi. At that time, we were given

an estimate of approximately \$95,000 to purchase the necessary equipment to install a new Police radio communications system.

In February 1982, the final draft of specifications was approved. On April 2, 1982, bids were opened and the low bidder was Motorola Corporation. Two bids were received:

Motorola \$131,059.20

Wisner and Becker \$187,871.00

Attached hereto is a letter of recommendation from TCI recommending the award to Motorola. It should be noted this new system is capable of interfacing with San Joaquin County Sheriff.

In addition, it is recommended the City purchase two 10-hour battery components for hand-held radio at \$19.00 each plus tax. TCI's letter also includes an explanation for a great part of the additional costs.

Also, the City needs to purchase 3 time stamps for each of the consoles, run underground conduit from the equipment room to the Police facility for emergency power, and do some minor carpentry work.

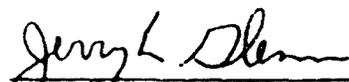
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Council has previously appropriated \$101,710 for this purpose. Therefore, additional funds in the amount of \$31,889.48 are required.

The City has sufficient unappropriated Revenuing Sharing Funds to allow for this additional expenditure.

Also attached hereto are two letters from TCI which gives more detailed background information.



JERRY L. GLENN
Assistant City Manager

JLG:vc