



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Service Agreement with VetSource Mobility of Clarksville, Tennessee, for Purchase and Installation of 15 Mobile Data Computers (\$83,670)

**MEETING DATE:** May 15, 2013

**PREPARED BY:** Mark Helms, Chief of Police

**RECOMMENDED ACTION:** Adopt resolution authorizing city manager to execute professional service agreement with VetSource Mobility of Clarksville, Tennessee, for purchase and installation of 15 mobile data computers (\$83,670).

**BACKGROUND INFORMATION:** The Lodi Police Department began the installation process of Data 911 Mobile Data Computers (MDCs) in 2004 and completed the project in 2007. Since that time, the Data 911 MDCs have become obsolete and unreliable. Replacement parts are difficult to find, requiring the purchase of costly refurbished equipment.

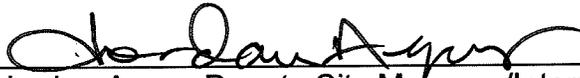
Replacing the current MDCs with new equipment will greatly assist police officers in their daily duties, as well as enhance officer safety. The proposed replacement MDCs are Windows compatible which will assist in the field report writing and enhance department data collection abilities. In addition, the equipment includes a portable Tuffbook laptop computer that can be removed from the vehicle for use by officers to write reports while conducting interviews and investigating cases. Our current MDCs are not portable and require officers to hand write case notes, then return to the vehicle to create their reports.

One of the most important features provided by the new MDCs will be the GPS tracking feature. The GPS will provide dispatch with the exact location of the police vehicle at any time. Should an officer need assistance and be unable to communicate, the GPS provides the location immediately.

We currently have 31 patrol vehicles in the fleet that are in need of MDC replacement. The purchase of 15 MDCs utilizing available grant funding will provide updated technology to approximately half of the fleet. The goal is to purchase the remaining replacement MDCs over the next 12 months by including the replacement cost of new patrol vehicles and with future grant funding.

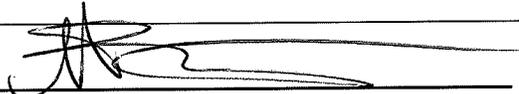
**FISCAL IMPACT:** Funding for 15 replacement MDCs will be through grant funds.

**FUNDING AVAILABLE:** \$73,400 from State COPS Grant (Account 2351001)  
\$10,270 from 2011 JAG Grant (Account 2340205)

  
Jordan Ayers, Deputy City Manager/Internal Services Director

  
Mark Helms, Chief of Police

APPROVED:

  
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and VETSOURCE MOBILITY of Clarksville, Tennessee (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the purchase of 15 mobile data computers (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

City acknowledges and consents to Contractor's intent to subcontract a portion of the work under this Agreement to Lehr Auto Electric (hereinafter "Subcontractor"). Notwithstanding, Contractor shall remain fully responsible for performance of the entire scope of work required under this Agreement.

Contractor shall indemnify and hold City harmless with respect to the activities of Subcontractor in the same manner and to the same degree as if Subcontractor was the employee of Contractor.

Contractor shall be solely liable and responsible for all payments or other compensation payable to Subcontractor and its officers, employees, agents, and successors in interest arising through services performed under this Agreement. Contractor's obligation to pay Subcontractor is an independent obligation from City's obligation to pay Contractor.

Contractor shall obtain certificates of insurance which establish that Subcontractor maintains insurance in conformity with the requirements set forth in Exhibit C to this Agreement, and also maintains garage keeper's insurance coverage in an amount of not less than \$1,000,000 each occurrence. Contractor shall ensure delivery of all such insurance certificates to City's Risk Manager and obtain the approval thereof, prior to Subcontractor performing any work for Contractor under this Agreement.

#### **Section 2.6 Term**

The term of this Agreement commences on May 27, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs

considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4  
MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is

caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:	City of Lodi 221 West Pine Street P.O. Box 3006 Lodi, CA 95241-1910 Attn: Patsy Tucker
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To CONTRACTOR: VetSource Mobility  
1960 Madison Street, Suite J-315  
Clarksville, TN 37043  
Attn: Matthew Hinton

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

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

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

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

VETSOURCE MOBILITY

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


By: \_\_\_\_\_  
Name:  
Title:

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:** 2351001 & 2340201  
**(Business Unit & Account No.)**

## SCOPE OF SERVICES

VetSource Mobility  
1960 Madison St., Ste. J-315  
Clarksville, TN 37043

Purchase of 15 Mobile Data Computers, software, misc. hardware for mounting.  
Includes installation of all devices, removal of old equipment and shipping.



1960 Madison Street Suite J 315  
 Clarksville, TN 37043  
 Phone 931-266-4242  
 Fax 931-919-1219  
[support@vetsourcemobility.com](mailto:support@vetsourcemobility.com)



FED TAX ID: 27-1110215  
 DUNS: 832258508  
 CAGE: 5T3T4

Quote

DATE: March 12, 2013  
 Quote # V031213COLPD53-15Q  
 Customer PO#  
 Prepared By: Matthew Hinton

Bill To: City of Lodi Police Department  
 Steve Carillo  
 221 W. Pine St.  
 Lodi, CA 95241  
 209-333-5548

Ship To: City of Lodi Police Department  
 Steve Carillo  
 221 W. Pine St.  
 Lodi, CA 95241

Comments or Special Instructions: SHIPPING IS TBD

QUANTITY	SKU	DESCRIPTION	MSRP	DSM PRICE	AMOUNT
15	DSM-53BUSRGGD	Win7, Intel Core i5-3320M 2.60GHZ, vPro, 14.0 HD Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n, Bluetooth, Dual Pass (Upper:WWAN/ Lower:WLAN), Verizon 4G LTE, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred	\$ 3,299.00	\$ 2,460.00	\$ 36,900.00
15	DSM-PSPP5Y	Toughbook Protection Plus, No-Fault Accident Forgiveness, 5 Yr Warranty	\$ 800.00	\$ 663.00	\$ 9,945.00
15	DSM-MSOFF13	Microsoft Office 2013 English Local Government OPEN 1 License No Level	\$ 297.00	\$ 289.00	\$ 4,335.00
15	DSM-MSOFFINS	Load Microsoft Office Software	\$ 50.00	\$ 40.00	\$ 600.00
15	DSM-GJ53KIT	Gamber-Johnson DOCKING STATION KIT - includes Dock for CF-53 with DUAL RF and LIND EXTERNAL Power Supply, Screen Support	\$ 1,039.00	\$ 675.00	\$ 10,125.00
15	DSM-GJL0DImount	Mounting equipment: lower base, upper pole, support and motion device.	\$ 316.00	\$ 256.50	\$ 3,847.50
15	DSM-GPSWHT	Antenna Plus AP-Navigator 4x - GPS / cellular phone / Wi-Fi "Hockey Puck" antenna - THREADED BOLT - WHITE - USB - Compatible w/ Panasonic Gamber Johnson Docking Stations	\$ 390.00	\$ 335.00	\$ 5,025.00
15	DSM-LODInstall	Crown Victoria installation & removal of old equipment	\$ 1,699.00	\$ 425.00	\$ 6,375.00
15	DSM-PSBRNZ	Initial Imaging, Asset Tagging, & Shipping	\$ 60.00	\$ 57.00	\$ 855.00
				SUBTOTAL	\$ 78,007.50
				TAX RATE	0.00%
				SALES TAX	
				SHIPPING & INS	
				TOTAL	\$ 78,007.50
					\$ 2,166.88

Terms of Quote:

Payment is to be made by Check, Credit Card (3% Conv. Fee), or approved Financing Options.  
 Integration services on computer hardware may require partial or complete prepayment.

Apx. 36 Month FMV Lease Option (Subject to Credit)

Payment address: 1960 Madison St. Suite J 315 Clarksville, Tennessee 37043  
 If credit terms are approved (Net10 or Net20), buyer agrees to 1.5% fee if payment due date is missed.

Thank you for your business. If you are ever anything less than completely satisfied with your experience, please contact the managing partners of DataSource Mobility: Scott Giles 931-266-4242 ext 102, [sgiles@vetsourcemobility.com](mailto:sgiles@vetsourcemobility.com); or Bill Presler ext 101, [bpresler@vetsourcemobility.com](mailto:bpresler@vetsourcemobility.com).

Tax 5662.20  
 \$ 83669.70



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |                                    |
|---|------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>GARAGE KEEPERS LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 - Ea. Occurrence       |
| \$2,000,000 Aggregate                     |                                    |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements, which may be blanket endorsements, shall be furnished to the City:

- (a) Additional Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-89

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT  
FOR PURCHASE AND INSTALLATION OF 15 MOBILE DATA COMPUTERS  
WITH VETSOURCE MOBILITY, OF CLARKSVILLE, TENNESSEE, AND  
FURTHER APPROPRIATING FUNDS

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WHEREAS, Lodi Police Department originally purchased Mobile Data Computers for patrol units over a period of three years from 2004 through 2007; and

WHEREAS, the majority of current Mobile Data Computers are more than eight years old and are unreliable and in need of replacement to remain current with technology available for police services and safety; and the Police Department has been informed that repairs to the computers and parts will become obsolete in the near future; and

WHEREAS, the unreliability of the Mobile Data Computers and the inevitable failure to repair the equipment creates not only an obstacle for day-to-day operations in serving the community but a concern for the safety of officers in the field as well as the citizens served; and

WHEREAS, it is recommended that 15 replacement Mobile Data Computers be purchased from VetSource Mobility and installed in police vehicles in the total amount of \$83,670 to replace approximately one half of Lodi Police Department's existing Mobile Data Computers.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase and installation 15 Mobile Data Computers by VetSource Mobility in the amount of \$83,670; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Professional Services Agreement with VetSource Mobility on behalf of the City; and

BE IT FURTHER RESOLVED that funds in the amount of \$83,670 be appropriated from State COPS Grant (\$73,400) and 2010 JAG Grant (\$10,270) for this purchase and installation.

Dated: May 15, 2013

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I hereby certify that Resolution No. 2013-89 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 15, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katakian, Mounce, and  
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOEL  
City Clerk