



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Renew Annual Radio Support Contract with Delta Wireless, Stockton, CA. (\$43,128).

MEETING DATE: July 17, 2013

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to renew annual radio support contract with Delta Wireless, Stockton, CA. (\$43,128).

BACKGROUND INFORMATION: The City historically purchases a service contract that provides routine and emergency support for its core radio equipment in the Police, Electric Utility and Fire departments. There is no in-house expertise of the kind necessary to support this equipment.

Delta Wireless of Stockton has been the City's support provider for the last seven years. Staff has been sufficiently pleased with the quality and level of support provided by Delta during this time. The current contract with Delta expires on July 31, 2013.

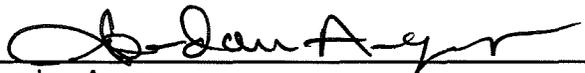
During the next year, staff will develop a Request For Proposals (RFP) that seeks to add features to the contract and potentially lower the overall cost through competitive pricing. In the event a different vendor is selected, the contract with Delta Wireless can be cancelled with 60 days written notice.

Staff recommends approving a one year extension of the current contract with Delta Wireless, with a term to expire July 31, 2014.

FISCAL IMPACT: This expense is budgeted.

FUNDING: Funding to be provided as follows:

Fund	Amount
Fire (102011.7369)	\$21,984
Electric Utility (160653.7335)	\$ 1,800
Police (101031.7335)	\$19,344



 Jordan Ayers
 Deputy City Manager/Internal Services Director

Prepared by: Steve Mann, Information Systems Manager

APPROVED: 

 Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 1, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Delta Wireless (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 radio maintenance and support (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

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 1, 2013 and terminates upon the completion of the Scope of Services or on July 31, 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 advance 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: Steve Mann

To CONTRACTOR: Delta Wireless
 1700 W. Fremont St.
 Stockton, CA
 95203

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

CONTRACTOR:

By: _____


By: _____
Name:
Title:

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

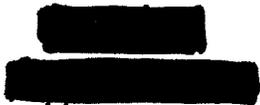
Funding Source: _____
(Business Unit & Account No.)

102011.7369 \$1,832/mo
101031.7335 \$1,612/mo
160653.7335 \$150/mo

Doc ID:

CA:rev.01.2012

EXHIBIT A
Scope of Services



1143 N. Market Blvd. #1 * Sacramento, CA 95834
Office: (916) 928-1200 FAX: (916) 928-6062

1830 Field Avenue * Stockton, CA 95203
Office: (209) 948-9611 FAX: (209) 948-0103

1925 Industrial * Auburn, CA 95603
Office: (530) 885-3065 FAX: (530) 885-9722

Customer: Lodi, City of	Service Agreement No. S0512162
Attention: Mark White	Agreement Date: 7/2/2013
Address: P O Box 3006	Date Maintenance Begins: 8/1/2013
City: Lodi	Date Maintenance Ends: 7/31/2014
Phone: (209) 333-6761	Payment Period: Monthly
Fax:	Customer PO #:
E-Mail:	Negotiated by: David Naasz
State: CA	
Zip: 95241-	

Quantity	Equipment	Descriptions	Place of Service	Monthly Fees	
				Per Unit	Extended
16	1200105L3	E&M Plug-IN	Card	\$4.00	\$64.00
16	1200106L3	E&M Plug-ON	Card	\$4.00	\$64.00
0	C74GSB3105AAT	MSR2000 Repeater	Removed	\$0.00	\$0.00
0	D44MJA77A3CK	Maxtrac Base	LC/Electric	\$13.00	\$0.00
4	F2048	DIU		\$14.00	\$56.00
5	Gold Elite Console	Positions & CEB	Police Dispatch	\$200.00	\$1,000.00
0	IPMux-14	RAD IP MUX		\$15.00	\$0.00
0	IPMux-24	RAD IP MUX		\$14.00	\$0.00
16	L3174A	Paradyne Modem	(3810 Plus)	\$10.00	\$160.00
0	RNC-3000		Police	\$35.00	\$0.00
1	T1786B	Spectra Tax comp	Radio Rm	\$70.00	\$70.00
5	T5365A	Quantar Repeater Ch1	Radio Rm	\$150.00	\$750.00
0	T5589A	Quantar Rxers	Sta #2, #3, WFD	\$40.00	\$0.00
16	T5589A	Astro-Tac Rxer		\$40.00	\$640.00
2	T5766A	MTR2000 Repeater	Radio Rm	\$175.00	\$350.00

When this agreement is accepted by Delta Wireless, the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the terms and conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmissin line, antenna, tower or tower lighting unless such work is described below.

TOTAL: \$3,594.00

Special Instructions:

Service includes 7x24, with a 2 hour response time. The equipment included on the Service Contract are necessary for the proper operation of the systems.

Terms and Conditions of the Service Agreement are printed on the Reverse Side.

Customer Name:	Delta Wireless Inc.
Authorized Signature or PO #	Authorized Signature:



SA Number S0512162 continued from previous page.

Quantity	Equipment	Description	Place of Service	Each	Ex
4	T5770A	Astro-Tac Comp		\$70.00	\$280.00
0	TSU600e	Adtran MUX		\$13.00	\$0.00
16	ZA00083AA	Network Inter Card	(3811)	\$10.00	\$160.00



Equipment List

Attachment to SA Number S0512162

Serial Number	Model	Descriptions	Customer Eq. No.	
1	GOLD ELITE	CONSOLE/CEB	Dispatch	LPD
2	524SHQ000X	F2048A	DIU	
3	EA357	RNC 3000	PD	
4	273CYP0017	T1786B	Spectra Tac Comp	LFD
5	509CHR1701	T5365A	Quantar Repeater	CH1
6	680CXM0009	T5365A	Data Quantar Base	LPD Data
7	448CYP0083	T5365A	Quantar Repeater	Electric Utilities
8	743CHR0055	T5589A	Astro-Tac Rxer	
9	743CHR0054	T5589A	Astro-Tac Rxer	
10	743CHR0053	T5589A	Astro-Tac Rxer	
11	474CBM0050	T5766A	MTR2000	Purple
12	474CBM0076	T5766A	MTR2000	LFD Tac
13	525CHR0094	T5770A	Astro-Tac Comparator	



1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax

Additional terms and conditions:

(1) **Definitions.** For the purpose of brevity and uniformity all references to Delta Wireless, Inc. in this agreement will be construed to mean Delta Wireless, Inc. All references to Customer shall be construed as meaning and apply to the equipment to be maintained by the terms of this agreement.

(2) **Work.** Delta Wireless, Inc. agrees to provide maintenance for the Customer of the equipment described in the Scope of Services beginning and ending on the dates indicated if the Customer makes the payments herein specified. Mobile units will be removed and reinstalled in different vehicles at T&M rates. This agreement does not include maintenance of any transmission line, antennas, tower or tower lighting, unless such work is described in the Scope of Services, such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call. Maintenance shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the contract, the customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repair of this equipment to operational condition will be performed on a time and material basis.

(3) **Maintenance Standards.** The equipment will be maintained by Delta Wireless, Inc. in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required.

(4) **Time and place of maintenance work.** Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Customer shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Customer to the place of service indicated on the reverse side of this agreement. The Customer shall give the Delta Wireless, Inc. Service Station at least 3 days' notice prior to delivery of a mobile unit for reinstallation. Customer shall give Delta Wireless, Inc. full and free access to all equipment being serviced.

(5) **Payment.** On or about the date each payment is due as set forth in the Scope of Services Delta Wireless, Inc. will send the customer an invoice covering the monthly maintenance fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Customer

shall pay the amount of said invoice within fifteen (15) days of its date to Delta Wireless, Inc. Each invoice shall be due and payable whether or not the equipment is operating, and Delta Wireless, Inc. may terminate this agreement by giving the Customer fifteen (15) days notice by certified mail if the Customer defaults in its payment to Delta Wireless, Inc. as set forth in Section 4.8 of the Agreement. The Customer shall reimburse Delta Wireless, Inc. for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of the Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Delta Wireless, Inc.

(6) FCC records. Delta Wireless, Inc. will assist in FCC licensing issues, however Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.

(7) Interruption of service. The customer shall notify Delta Wireless, Inc in the event of failure of the unit. If Delta Wireless, Inc. fails to repair the unit within a reasonable time the Customer shall notify Delta Wireless, Inc. in writing. After said notice from the Customer, Delta Wireless, Inc. shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of Delta Wireless, Inc. does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Delta Wireless, Inc. including, but not restricted to, acts of God, acts of the public enemy, acts of the United States any State Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions.

(8) Automatic renewal. After the "Date Maintenance Ends" indicated in the Scope of Services, this agreement shall continue for successive additional periods of 1 month, provided that either Delta Wireless, Inc. or the Customer may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein, as set forth in Section 4.8 of the Agreement.

(9) (see Section 4.16 of the Agreement)

(10) Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.

(11) (See Section 4.16 of the Agreement)

(12) Amendment. No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of Delta Wireless Inc. and authorized agent of the Customer.

(13) Non-solicitation agreements. Contracted Company is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Client, and may not be sold, given away, or used for any other purpose other than the Client's business or organization. The Client understands and agrees that Contracted Company employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by Designated of Contracted Company. The Client further agrees that in the event that any Contracted Company employee, while still employed by Contracted Company, or within ninety days of separation of employment from Contracted Company, becomes employed by the Client, a placement fee equal to thirty percent of the first years salary is immediately payable to Contracted Company upon hiring of the Contracted Company employee by the Client.

(14) Non-Solicitation of Employees: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the Customer or any other person or entity.

(15) Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.

EXHIBIT B- FEE PROPOSAL

Monthly Support Fee: \$ 3,594.00,

FEE TOTAL: \$43,128

Term Length: 1 year payable monthly

Service includes 7 x 24, with a two hour response time.

Quantity	Equipment	Descriptions	Place of Service	Monthly Fees	
				Per Unit	Extended
16	1200105L3	E&M Plug-IN	Card	\$4.00	\$64.00
16	1200106L3	E&M Plug-ON	Card	\$4.00	\$64.00
0	C74GSB3105AAT	MSR2000 Repeater	Removed	\$0.00	\$0.00
0	D44MJA77A3CK	Maxtrac Base	LC/Electric	\$13.00	\$0.00
4	F2048	DIU		\$14.00	\$56.00
5	Gold Elite Console	Positions & CEB	Police Dispatch	\$200.00	\$1,000.00
0	IPMux-14	RAD IP MUX		\$15.00	\$0.00
0	IPMux-24	RAD IP MUX		\$14.00	\$0.00
16	L3174A	Paradyne Modem	(3810 Plus)	\$10.00	\$160.00
0	RNC-3000		Police	\$35.00	\$0.00
1	T1786B	Spectra Tax comp	Radio Rm	\$70.00	\$70.00
5	T5365A	Quantar Repeater Ch1	Radio Rm	\$150.00	\$750.00
0	T5589A	Quantar Rxers	Sta #2, #3, WFD	\$40.00	\$0.00
16	T5589A	Astro-Tac Rxer		\$40.00	\$640.00
2	T5766A	MTR2000 Repeater	Radio Rm	\$175.00	\$350.00

4	T5770A	Astro-Tac Comp		\$70.00	\$280.00
0	TSU600e	Adtran MUX		\$13.00	\$0.00
16	ZA00083AA	Network Inter Card	(3811)	\$10.00	\$160.00

Serial Number	Model	Descriptions	Customer Eq. No.
1	GOLD ELITE	CONSOLE/CEB	Dispatch
2	524SHQ000X	F2048A	DIU
3	EA357	RNC 3000	PD
4	273CYP0017	T1786B	Spectra Tac Comp
5	509CHR1701	T5365A	Quantar Repeater
6	680CXM0009	T5365A	Data Quantar Base
7	448CYP0083	T5365A	Quantar Repeater
8	743CHR0055	T5589A	Astro-Tac Rxer
9	743CHR0054	T5589A	Astro-Tac Rxer
10	743CHR0053	T5589A	Astro-Tac Rxer
11	474CBM0050	T5766A	MTR2000
12	474CBM0076	T5766A	MTR2000
13	525CHR0094	T5770A	Astro-Tac Comparator



Exhibit C

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>COMPREHENSIVE AUTOMOBILE 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, 95240-1910; (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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Truex Insurance Agency 2291 W. March Lane, Suite 100A Stockton CA 95207		CONTACT NAME: Christina Moreno PHONE (A/C No, Ext): (209) 477-1111 FAX (A/C No): (209) 478-0217 E-MAIL ADDRESS: cmoreno@truexins.com	
INSURED Delta Wireless, Inc. 1700 W. Fremont Street Stockton CA 95203		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Ind Co of CT	NAIC # 25682
		INSURER B: Travelers Prop Cas Co of Amer	25674
		INSURER C: Travelers Property Casualty Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

APPROVED
Risk Management
JUL 08 2013

COVERAGES **CERTIFICATE NUMBER:** 40-14-GL/AL/WC/XL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CO-6C787705-TCT-13	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY			810-6C787705-13	1/15/2013	1/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 100,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP-6C787705-TIL-13	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		DTJ-UB-6C78770-5-13	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers are named as additional insureds per the attached endorsement. Insurance is primary per the attached. Waiver of subrogation applies.

*Regarding any non-payment of premium, 10 days notice will be given. SUPERCEDES CERTIFICATE ISSUED 7/2/2013.

CERTIFICATE HOLDER City of Lodi 221 West Pine Street Lodi, CA 95240-1910	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Tokunaga/CHRIST
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Broadened Named Insured</p> <p>B. Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>C. Blanket Waiver of Subrogation</p> <p>D. Blanket Additional Insured – Managers or Lessors of Premises</p> <p>E. Incidental Medical Malpractice</p> <p>F. Extension of Coverage – Bodily Injury</p> <p>G. Contractual Liability – Railroads</p> | <p>H. Additional Insured – State or Political Subdivisions</p> <p>I. Other Insurance Condition</p> <p>J. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>K. Knowledge and Notice of Occurrence or Offense</p> <p>L. Unintentional Omission</p> <p>M. Personal Injury – Assumed by Contract</p> <p>N. Blanket Additional Insured –Lessor of Leased Equipment</p> |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
 3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

 - a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
 4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";
 5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.
- C. BLANKET WAIVER OF SUBROGATION**
- We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.
- D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**
- WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
1. Limits of insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
 2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
 3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.

6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

- 1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
- 2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

- 1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- 2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
- 3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

- 1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

COMMERCIAL GENERAL LIABILITY

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: DTJ-UB-6C78770-5-13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2013
Insured DELTA WIRELESS, INC.

Policy No. DTJ-UB-6C78770-5-13 Endorsement No. 01
Premium NIL

Insurance Company

Countersigned by _____

DATE OF ISSUE: - - ST ASSIGN:

RESOLUTION NO. 2013-135

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
RENEW ANNUAL RADIO SUPPORT
CONTRACT WITH DELTA WIRELESS

=====

WHEREAS, the City's contract with Delta Wireless for radio support services will expire in July 31, 2013; and

WHEREAS, over the past seven years, Delta Wireless has provided the City with satisfactory support services; and

WHEREAS, the City intends to develop and issue an RFP for a new radio support contract; and

WHEREAS, there is no in-house expertise who can support the public safety radios; and

WHEREAS, staff recommends approving a one-year extension of the current contract with Delta Wireless, with a term to expire July 31, 2014, for an annual fee of 43,128, payable monthly.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an Agreement with Delta Wireless, of Stockton, renewing the annual radio support contract, with the term to expire July 31, 2014.

Date: July 17, 2013

=====

I hereby certify that Resolution No. 2013-135 was passed and adopted by the Lodi City Council in a regular meeting held July 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hansen

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk