

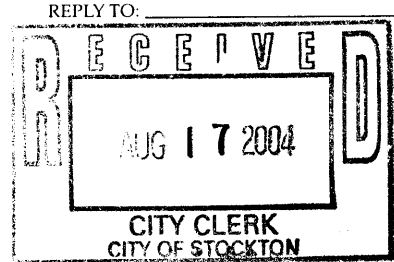


CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898
www.stocktongov.com

C-04-256 (NP)



DATE: August 16, 2004

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: DOUGLAS H. CALKINS, Deputy City Attorney

RE: **CONTRACT BETWEEN THE CITY OF STOCKTON AND DELTA WIRELESS--RADIO COMMUNICATIONS AND SYSTEM SUPPORT SERVICE FOR THE CITY OF STOCKTON (PUR 04-35)**

Attached is a fully executed Agreement dated July 13, 2004. Said agreement was authorized by City Council Resolution No. 04-0548, adopted on July 13, 2004. For accounting purposes, all invoices and correspondence must reference Purchase Order No. 141505.

Said agreement may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By *Douglas H. Calkins*
DOUGLAS H. CALKINS
DEPUTY CITY ATTORNEY

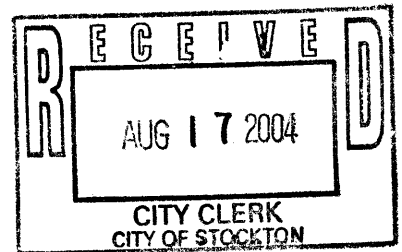
DHC:plc

Attachment

cc: Administrative Services Dept. (Attn: Accounts Payable)
Purchasing (Attn: Gene Painchaud)
Information Technology (Attn: Michael Osborn)
Delta Wireless
Attn: David Naasz
1830 Field Avenue
Stockton CA 95203

::ODMA\GRPWISE\ICOS.CA.CA_LIBRARY:29274.1





**CONTRACT
RADIO COMMUNICATIONS AND SYSTEM SUPPORT SERVICE
FOR THE CITY OF STOCKTON**

THIS CONTRACT is entered into as of JUL 13 , 2004, by and between the CITY OF STOCKTON, a municipal corporation (hereinafter "CITY"), and DELTA WIRELESS., a corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H

WHEREAS, CITY utilized the Request for Proposal process to select CONTRACTOR to provide radio communications and system support service (PUR 04-035) described herein; and

WHEREAS, CONTRACTOR has the proper manpower and equipment to perform said services; and

WHEREAS, CONTRACTOR has agreed to perform said services in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and the performance of the conditions contained herein, CITY and CONTRACTOR agree as follows:

**SECTION 1
SCOPE OF SERVICES**

CONTRACTOR, for the benefit of and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, which is attached to this Contract and incorporated by this reference.

CONTRACTOR warrants that the services performed pursuant to this Contract, or at its direction, will be rendered in accordance with accepted practices and standards in CONTRACTOR's profession.

**SECTION 2
COMPENSATION**

CONTRACTOR shall be compensated for said services in the amounts as set forth in Exhibit B, which is attached to this Contract and incorporated by this reference.

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

SECTION 3 RIGHTS AND DUTIES OF CONTRACTOR

CONTRACTOR represents and warrants that it has, or will have at the time this Contract is executed, all licenses (including a City of Stockton Business License), 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 Contract all such licenses, permits, qualifications, insurance and approvals.

CONTRACTOR shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by CITY. The cost of such additional work shall be reimbursed to CONTRACTOR by CITY pursuant to the provisions contained in Section 4 of this Contract.

CONTRACTOR shall meet with CITY or third parties as necessary, on all matters connected with the carrying out of CONTRACTOR's services as described in Exhibit A. Such meetings shall be held at the request of either party hereto.

SECTION 4 CHANGES IN WORK

CITY reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the whole work contemplated by CONTRACTOR.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustments of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the authorized CITY official or the City Council as set forth in the following provisions.

For contracts approved by the City Council for initial prices of less than One Hundred Thousand Dollars (\$100,000), individual and/or cumulative change orders of Twenty-Six Thousand Seven Hundred Forty Dollars (\$26,740) or greater require City Council approval. For contracts approved by the City Council with initial prices of One Hundred Thousand Dollars (\$100,000) or more, individual and/or cumulative change orders which exceed Twenty-Six Thousand Seven Hundred Forty Dollars (\$26,740) plus ten percent (10%) of the initial contract price over One Hundred Thousand Dollars (\$100,000) require City Council approval.

In emergency situations, the authorized CITY official may issue a change order beyond the authority limits described above in order to:

- (a) prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, CITY; or
- (b) protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or
- (c) protect, where damage or injury has occurred, work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized CITY official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized CITY official shall report such action and the reasons therefor to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practical.

Upon receipt of an approved contract change order, CONTRACTOR shall proceed with the ordered work. If ordered in writing by CITY, CONTRACTOR shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the CITY, as soon as practical, will issue an approved contract change order for such work.

When the compensation for an item of work is subject to adjustment under the provisions of this Section 4, CONTRACTOR shall, upon request, promptly furnish CITY with adequate detailed cost data for such item of work.

SECTION 5 TERM

The term of this Contract shall be from August 15, 2004, through August 14, 2009, with CITY reserving the right to extend this Contract annually by the Stockton City Council's adoption of the budget and appropriation of funds from the original contract expiration date. CONTRACTOR must request in writing, at least sixty (60) days prior to the end of the terms of this Contract, an extension of the original contract and CITY must agree to said extension. Renewal of this Contract shall be at the sole option of the City.

If such request is made and the parties agree that there has been satisfactory contract performance, suitability of the conditions, as well as compensation of the contract and any mutually agreed upon modifications or adjustments, then and in that event only, CITY may allow an extension of the original or mutually agreed upon modified term of the contract. Extensions to said contract are not considered expressed or implied, merely by the submission of a written request.

SECTION 6 TERMINATION OF CONTRACT

6.1 Funding

This Contract will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate without penalty, at the end of the term for which funds are appropriated.

6.2 Unconditional Termination for Convenience

Either party shall have the right to terminate this Contract, at any time, by providing the other party written notice of its intention to terminate sixty (60) calendar days prior to the effective date of said termination. Upon termination, CITY shall pay CONTRACTOR for all services satisfactorily performed pursuant to this Contract up to the date of termination. However, CITY shall assume no liability for costs, expenses or lost profits resulting from contracts entered into by CONTRACTOR with third parties in reliance upon this Contract.

SECTION 7 NOTICES

All notices, requests, demands, and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender, and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY:	City of Stockton Administrative Services Department 425 N. El Dorado Street Stockton, CA 95202-1997
----------	--

To CONTRACTOR: Delta Wireless
Attn: David Naasz
1830 Field Avenue
Stockton, CA 95203

SECTION 8 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be interpreted so as to cause CONTRACTOR to be considered an employee of CITY. CONTRACTOR is employed solely as an independent contractor to render a professional service and is responsible for all obligations consistent with that status.

Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. CONTRACTOR is responsible to CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

SECTION 9 INSURANCE

CONTRACTOR shall comply with the insurance requirements set forth in Exhibit D, which is attached to this Contract and incorporated by this reference.

SECTION 10 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury, death, or damage to any person or property to the extent caused by CONTRACTOR's willful misconduct or negligent performance of its duties pursuant to this Contract. Such indemnification shall include all claims, suits, or actions of every name, kind, and description resulting from the providing of radio communications and system support services (PUR 04-035), or by or on account of any act or omission by CONTRACTOR or its agents during the progress of this Contract or at any time before its completion. However, CONTRACTOR shall not be held liable for claims, suits, or actions, or to indemnify, defend and hold harmless CITY if the injury to or death of any person, or damage to property, is the result of willful misconduct or negligence of CITY.

SECTION 11 AUDITING

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Contract. 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 Contract.

SECTION 12 ATTORNEY'S FEES

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments, or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

SECTION 13 ASSIGNMENT

CONTRACTOR shall neither assign nor delegate its rights and/or duties under this Contract without first obtaining CITY's written consent to the assignment and/or delegation. Any such assignment or delegation made by CONTRACTOR without prior written consent of CITY will render this Contract voidable at sole discretion of CITY.

SECTION 14 NONDISCRIMINATION

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

SECTION 15
APPLICABLE LAW

The provisions of this Contract and any and all disputes arising therefrom shall be governed by the laws of the State of California.

SECTION 16
CAPTIONS

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

SECTION 17
INTEGRATION AND MODIFICATION

The Request for Proposal (RFP) and the response of CONTRACTOR both on file with the City Clerk, are hereby incorporated herein by reference to the extent that the RFP and such response of CONTRACTOR do not differ from the provisions and terms of this Contract, and if a difference does exist the provisions and terms of this Contract shall supersede the RFP and the response of CONTRACTOR.

This Contract represents the entire integrated agreement between CONTRACTOR and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONTRACTOR and CITY.

SECTION 18
SEVERABILITY

The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

SECTION 19
AUTHORITY

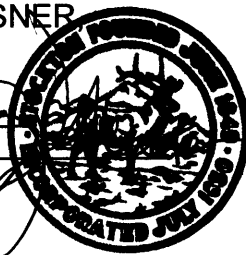
The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

ATTEST:

KATHERINE GONG MEISSNER
CITY CLERK

By *Katherine Gong Meissner*
City Clerk



CITY OF STOCKTON, a municipal corporation

By *[Signature]*
City Manager
"CITY"

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By *Donald H. Collins*
Assistant City Attorney

APPROVED AS TO FORM:

(Contractor's Attorney)

DELTA WIRELESS,
a corporation

By *[Signature]*
Its _____
David Narsz
(Printed Name)

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

System Overview

The City's Public Safety and Local Government RF Systems are private and standalone. There are two UHF LG channels; one VHF LG channel; six UHF SPD channels; two 800 MHz PD channels; four SFD channels and one 18 GHz microwave channel. The City of Stockton holds and maintains all FCC licenses for its VHF, UHF, 800 MHz and 18 GHz RF systems. To support the complexity of the City's Public Safety wide area operations, many types of transport or connectivity are utilized in this effort. Specifically, the City uses T1, two-wire circuits, 18 GHz microwave and wireless Ethernet. The City is responsible for the CSU/DSU equipment at each end of the applicable transport. In addition, the City utilizes San Joaquin County's 6 GHz OC3 Harris Mega Star Microwave System and their Cisco ONS MUX to support Public Safety operations. Furthermore, the City is contractually co-located with San Joaquin County to utilize their antenna systems, emergency power and equipment shelters.

Detailed Systems Descriptions by Department

Stockton Police Department operates one hundred and seventy-six (176) mobile units and two hundred and forty-nine (249) portable units on six Motorola Astro Digital encrypted wide area systems. Stockton Police Department's mobile data system is a Motorola Data TAC wide area two-channel system configured for citywide roaming. This system is loaded with one hundred twenty-seven (127) Data911 MDC units with Motorola VRM modems and Cisco NICs to support SPD wireless data operations. For command and control over these wireless and wire-line networks, SPD utilizes a five position Motorola Gold Elite console system which is interfaced to CAD, CLETS, RMS, MACO, etc.

Stockton Fire Department is responsible for dispatching fire and EMS units and personnel in Stockton and throughout San Joaquin County as the County Regional Dispatch Center. In Stockton, SFD operates on four Motorola Astro Digital wide area channels that support sixty (60) mobile and one hundred twenty (120) portable units. For command and control over these wireless and wire-line networks SFD utilizes a six position Motorola Gold Elite console system. SFD dispatch operations rely heavily upon the County's RF infrastructure, microwave connectivity and sites. SFD dispatches on four different RF systems, three CAD integrated customized Zetron stations and personnel alerting systems interfaced CAD.

The City of Stockton's Public Works, General Government, and Administrative Services Departments operate on two UHF repeated TAC channels. The fixed end equipment consists of Motorola repeaters with Spectra TAC receivers and

comparators. There are sixty-six (66) mobile and ninety-eight (98) portable units on this system.

The City of Stockton's Municipal Utilities Department operates on a single VHF TAC channel. The fixed end equipment consists of a Motorola repeater with Spectra TAC receivers and comparator. There are nineteen (19) mobile and thirty-four (34) portable units on this system.

2.1 Scope of Work

Contractor shall furnish all services, parts, material, and labor to support the operation of the City's private wireless systems. The City requires a high level of "Systems Support" under this contract. The integration of both voice and data subsystems requires extensive knowledge and experience in both the RF and Information Technology fields. The equipment and systems supported will include: wide area RF analog and digital voice modulation, encryption, Public Safety mobile data infrastructure, PSAP consoles, 802.11g, mobile data RF, analog and digital wide area voted RF, digital microwave, fiber MUX and CSU/DSU equipment. Parts and materials used are to be in accordance with the equipment manufacturer's recommendation and approved by the City. Equipment manufacturers include: Adtran, Cisco, Harris, Motorola, Pelco, and Zetron.

- 2.1.1 A service order will be provided for each item of equipment listed on the equipment schedule, which is installed, removed, repaired, relocated, or serviced in any way.
- 2.1.2 Work will be performed as a requirement of any City activity and be noted in a service report.
- 2.1.3 Maintenance and repair services will include all parts and labor.
- 2.1.4 Regularly scheduled preventative maintenance and other routine maintenance will be provided as recommended by the equipment manufacturer.
- 2.1.5 Emergency service will be provided 365 days a year, 24 hours a day, with 30 minutes response time for all base stations, repeaters, Communications Center equipment, and key emergency vehicles.
- 2.1.6 A means to contact emergency service technicians 365 days a year, 24 hours a day (e.g., telephone, Cellular phone, pager, etc.) will be provided.
- 2.1.7 A stock of service parts and components, in an adequate amount to ensure prompt maintenance and repair of the City's schedule of

equipment will be kept on hand at all times. The cost of the inventory of spare parts shall be the Contractor's responsibility.

- 2.1.8 Motorola products will be installed and repaired per R56 2001 standards where applicable. To support these tasks, Contractor will provide an authorized Motorola Service and Warranty Center locally with component level repair facilities staffed for on-demand "Public Safety" services.
- 2.1.9 Routine maintenance Monday through Friday, 8:00 a.m. – 5:00 p.m., excluding City holidays, will be provided. Equipment removed from service for routine maintenance and found to require unusual down time, extensive repair or beyond repair, will be reported immediately to the City's designated representative(s).
- 2.1.10 Contractor will assure that all equipment listed in Exhibit C is maintained at no less than equal to the maintenance specifications recommended by the manufacturer.
- 2.1.11 All parts and sub-assemblies proposed to be replaced are to be replaced as recommended by the manufacturer of the equipment. Proposed substitutions are subject to approval by the City's designated representative(s). Items proposed for substitution will be reviewed by the City's representative(s) for compliance with manufacturer's specifications and field performance standards.
- 2.1.12 Modification of equipment shall not be made by Contractor unless specifically approved by the City's representative(s).
- 2.1.13 Any requests for service received by the Contractor's representative(s) from other than the City's designated representative(s) shall immediately be referred to the City's designated representative(s) who shall approve or obtain approval for the request prior to authorizing the Contractor to perform the work requested.
- 2.1.14 Contractor shall, at its sole cost and expense, furnish a local "in-City" facility and/or mobile service vehicle, with equipment required for furnishing services pursuant to this RFP. The City may inspect these assets throughout the contract period for compliance. Contractor's work within City facilities shall be confined to the area occupied by the operating equipment during its normal use, except as authorized by the City's designated representative(s).
- 2.1.15 The City reserves the right to add, delete, or change equipment on the City Radio Equipment List, Exhibit C, as required and directed

by the City's designated representative(s). The monthly cost of maintenance for additions or changes is to be determined on the basis of the prices currently in effect for the existing item. Such additions, deletions, or changes will become effective immediately for service. In the event that there is a material system increase or decrease, the monthly cost will be negotiated.

2.1.16 Contractor will supply, by department, an annual radio equipment inventory.

2.1.17 Contractor shall assign representatives to coordinate the performance of the contract with the City's representative(s). The City's designated representative(s) shall be responsible for requesting scheduling, installations, modifications, equipment removals, and requests for service. Contractor shall staff and maintain during the contract period, experienced human resources to coordinate daily service, repairs, parts ordering, installations, equipment tracking and problem resolution. Contractor shall provide quarterly service statistics and inventory control.

2.1.18 Contractor will not have the right to subcontract in whole, or in part, the work without prior approval of the City.

2.1.19 City equipment sent to repair depots will require City pre-approval.

2.1.20 It shall be the responsibility of the Contractor to notify the City and comply with all agency requirements for licensing and permits required for the legal operation of the City's systems.

2.1.21 Contractor is to maintain, during the contract period, the following: status as a Motorola Service Shop (MSS), Motorola Warranty Repair Center, State of California Electrical Contractors License, Computer Networking Certifications, Harris Corporation approved Subcontractor Status, Harris Training Certifications, Cisco Certification, and a City of Stockton Business License. Any application required to maintain valid licenses and permits now or in the future shall be the responsibility of Contractor.

2.1.22 Mobile Installations:

Installations are defined as the installation of mobile radio equipment covered by system support contract. Command vehicles are excluded; Contractor will provide a quote.

2.2 RESPONSE/REPAIR TIME

Upon receipt of notice of outage or malfunction, Contractor will initiate repairs or adjustments as required to place the equipment in normal working condition. Response time is defined as the allotted time from receipt of trouble call to arrival at equipment site by authorized service personnel. The following response times will apply.

2.2.1 Contractor will provide twenty-four (24) hour coverage with thirty (30) minute response, on base stations, repeaters, dispatch consoles, and key command vehicles, 365 days per year.

2.2.2 The remaining equipment will be covered on a normal five-day (Monday through Friday), forty (40) hour work week. Response will be same day whenever possible

2.2.3 Cisco Routers on Harris Microwave SONET ring require on-site advance hardware replacement with configuration restoration.

2.2.3.1 All parts, hardware, material and labor required for maintenance delivered on-site within four (4) hours after the problem has been assessed.

2.2.3.2 The City may allow next day delivery of the hardware based on the site of outage and the current availability of the product.

2.2.3.3 The on-site technician provided by the Contractor is to be Cisco certified and have a minimum of a CCNA certification by Cisco.

2.2.3.4 The Contractor may hire a subcontractor to perform the Cisco maintenance. The City reserves the right to reject any subcontractor that the City determines does not meet the minimum qualifications to provide support.

2.2.3.5 Contractor will be responsible for the installation of defect patches and maintenance releases as defined by the manufacturer as a major requirement for the ongoing operation and support of the hardware.

2.2.3.6 The management agent software on all hardware provided will be the same version or higher on all advanced replacement hardware.

2.2.3.7 The Contractor will indicate whether or not Cisco SMARTnet maintenance support is being provided as part of the services quoted. The City may require that all SMARTnet agreements be assigned to the City.

2.3 MAINTENANCE STANDARDS

2.3.1 All equipment will be maintained to manufacturer's specifications. Motorola R56 standards will be applied to all fixed equipment.

2.3.2 Manufacturer approved replacement parts will be used in the repair of radio equipment to the maximum extent practical. When other than manufacturer's parts are used, they are to be of equal quality and technical ratings.

2.3.3 Preventative maintenance is to be performed on a semi-annual basis on fixed equipment.

2.3.4 Fixed station antennas and transmission lines will be repaired above contract as necessary, upon the approval of the City's designated representative(s).

2.3.5 Power output of all transmitters will be maintained within 10% of the Manufacturer's Rated Output Power unless otherwise directed by the City or restricted by the Federal Communications Commission.

2.3.6 Programming

Reprogramming of portable and mobile equipment shall be a part of the services provided, when it applies to the repair/maintenance of the system. New equipment shall be quoted.

2.4 ADDITIONAL SUPPORT, STANDARDS, PROFICIENCIES AND REQUIRED EXPERIENCE

2.4.1 Contractor may be required to work with telephone company personnel to identify location of any malfunctions of leased lines. Contractor will follow the telephone companies written reporting processes.

2.4.2 Contractor may be required to work with other equipment maintenance contractors who are under contract with the City for the maintenance of equipment and/or sub-systems, which are interconnected, interfaced, or associated with the City's RF systems or data systems.

2.4.3 Contractor will work with the City by providing technical assistance, recommendations and attending meetings pertaining to the City RF Voice and Data System, E911 Center operations, or related disciplines. These services are provided to the City within the monthly fee structure, within reason and respect to the Contractor's workload considerations. In addition, Contractor will provide RF inference resolution with the City's licensed frequencies and represent the City with the FCC on related technical issues.

2.4.4 Required Product Training & Certificates:

- Adtran TSU 100/600
- California State Electrical Contractor License (C-7 or C-10)
- Cisco Aironet
- Cisco CCNA
- City of Stockton Business License
- Harris Micro Star CIT
- Harris Subcontractor Status
- Motorola Astro Products
- Motorola Data Systems
- Motorola Gold Elite
- Motorola Service Shop (MSS)
- Motorola Warranty Center
- Panduit 5E/VIP

EXHIBIT B**COMPENSATION**

The City shall pay Contractor an amount of Twenty-two Thousand Dollars (\$22,000.00), per month for services performed pursuant to this Contract.

In the event Contractor seeks to raise its base price in succeeding years, Contractor shall produce evidence that they have experienced a cost change and by what amount their costs have changed. Negotiated annual price increases may be allowed for each subsequent year, however, at no time will any annual increase exceed the published Consumer Price Index (CPI).

Payments by the City shall be made within thirty (30) days after receipt of invoice from Contractor. Additionally, for services requested and approved outside the defined scope of work, the Contractor shall be compensated by the following rate schedule:

- Field Services \$82.00 per hour
- In-Shop Services \$78.00 per hour
- Engineering Services \$90.00 per hour
- RF Design \$90.00 per hour

EXHIBIT C
City Radio Equipment Inventory

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
12	Adtran	TSU100e
5	Adtran	TSU600
13	Adtran	TSU600e
3	Adtran Tracer 2603	1280003L2
2	Adtran Tracer 3200	1280580L1
7	Camera	V13003C
4	Ceb Board	B1825AA
1	Ceb Board	B1827A
1	CVC	N1248A
1	CVC	NTN1043B
2	DVP	C3014CX
1	DVP	T5795A
2	Harris Microwave Radio	201-901360-109
9	Motorola Astro DIU	F2048A
58	Motorola Astro Saber	H04RDC9PW5AN
161	Motorola Astro Spectra	D04RKF9PW5AN
8	Motorola Astro Spectra	T04RLH9PW9AN
2	Motorola C200 Remote	L3166A
9	Motorola Comparator	T5770A

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
4	Motorola Comparator	Q2980A
4	Motorola Comparator	Q2207D
4	Motorola Comparator	T1786B
23	Motorola HT-1000	H01RDC9AA1DN
1	Motorola HT-600	H43SVU7120BN
6	Motorola HT-750	AAH25KDG9AA4A
1	Motorola ITR-2000	ITR2000
10	Motorola Maratrac	T73XTA7DA2BK
5	Motorola Maratrac	T74XTA7DA3AK
9	Motorola Maxtrac-300	D43MJA77A3CK
7	Motorola MCS-2000	M01KHL9PW4AN
19	Motorola Micor	T44RTA3603AA
1	Motorola Micor Base	C73RTB3105BV
26	Motorola Mitrek	T34JJA3400AK
3	Motorola Mitrek	T53JJA3900DK
2	Motorola Mocom Base	L73BBA1000A
6	Motorola Mocom	T73BBA1900BA
3	Motorola Mocom	U43BBA1900A
2	Motorola Mocom	U44BBN3190A
5	Motorola Mocom	U73BBA1000A

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
1	Motorola Motrac	U43HHT1100A
9	Motorola Motrac	U73MHT1100B
1	Motorola Motran	T44MST3180AV
1	Motorola MSF-5000	C74CXB7106AT
1	Motorola MSR-2000 Base	C73KSB3106BT
6	Motorola MT-500	H33BBB1143A
25	Motorola MTS-2000	H01RDD9PW1BN
51	Motorola Multi-charger	NTN-4796
10	Motorola Operator position	D7960E
1	Motorola Operator position	D8630E
1	Motorola Operator position	D9000E
13	Motorola Quantar Repeater	T5365A
1	Motorola Radius M1255	869FZQ5384
1	Motorola Radius SP50	P94YQT20G2AAN
3	Motorola Receiver	C04RTB3108
43	Motorola Receiver	T5589A
5	Motorola Remote	L1475A
1	Motorola Remote	L1925A
1	Motorola Remote	L3216A
3	Motorola Remote	PL3146A
2	Motorola Remote	T5600A

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
3	Motorola Remote	T1383AE
1	Motorola Remote	T1388AE
2	Motorola Remote	T1605CM
1	Motorola RNC	SMM4450MDD
26	Motorola Spectra	D34KXA7JA5AK
139	Motorola Spectra	D44KXA7JA5BK
8	Motorola Spectra	DA5KK068W
7	Motorola Spectra	T84FWA7HA9AK
12	Motorola Syntor	T74VBJ7004BK
1	Motorola Tone Remote	ITR2000
3	Motorola Tone Remote	EN1001A
1	Motorola UHF Power Amp	TLN3446
1	Motorola UHF Exciter	TLN3375
13	Motorola Visar	H05SDD9AAxN
1	Motorola VHF Power Amp	TLN3254
1	Motorola VHF Exciter	TLN3375
127	Motorola Modem	VRM-650
8	Motorola Voting Receiver	C04RTB3108C
1	Motorola Voting Receiver	C04RTB3108A
286	Motorola XTS-3000	H09SDC9PW5BN

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
108	Motorola XTS-3000	H09RDF9PW7BN
5	Zetron Encoder	25
4	Zetron Encoder	26
127	Cisco 802.11b PCMCIA	

EXHIBIT D**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives or employees.

Minimum Limits of Insurance

CONTRACTOR shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by State law.
3. Employers Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Contract, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

CONTRACTOR shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences. Additional insured coverage shall be limited to the acts, actions, omissions, or neglects of CONTRACTOR, its employees, agents and subcontractors and in no way to include losses caused by acts, actions, omissions or neglects of additional insureds or third parties.

Upon request, CONTRACTOR shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Contract.