

ITEM 4.26

CITY MANAGER'S REPORT JUNE 10, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP GG 24-35 LATHROP POLICE DEPARTMENT RADIO INFRASTRUCTURE UPGRADE, APPROVE PURCHASE WITH RAY'S RADIO INDUSTRIAL COMMUNICATIONS SALES INC., AND APPROVE RELATED BUDGET AMENDMENTS**

RECOMMENDATION: **Adopt a Resolution Creating CIP GG 24-35 Lathrop Police Department Radio Infrastructure Upgrade, Approve Purchase with Ray's Radio Industrial Communications Sales Inc. for Wireless Communications Equipment, and Approve Related Budget Amendments**

SUMMARY:

As the City of Lathrop continues to grow the Lathrop Police Department (LPD) has increased its cooperation with neighboring law enforcement agencies. This staff report seeks Councils authorization of funding to improve radio communications coverage and add multi-band capabilities for law enforcement.

The existing radios were purchased just prior to the launch of the City's police department on June 29, 2021 to meet the immediate needs of the newly established Lathrop Police Department (LPD). Due to significant delays in equipment procurement caused by COVID-19-related supply chain disruptions, the current radio communication system was selected based on availability during a critical period leading up to the City's police department's launch. The current radios lack the coverage and interoperability required for effective communication and coordination with surrounding law enforcement agencies. The limitations are particularly pronounced due to the radios' lack of multiband capability, which restricts the City's police officers' ability to communicate across the different frequencies used by neighboring law enforcement agencies.

To address these critical shortcomings, staff proposes replacing the current wireless communication system with advanced Motorola radios and infrastructure. Motorola's solution offers enhanced coverage and crucial safety features such as man-down technology, which can alert dispatchers and nearby officers if an officer becomes incapacitated. Moreover, the proposed wireless communications system includes advanced encryption capabilities, ensuring that only authorized law enforcement agencies can access the City's communications. This is vital for maintaining operational security, protecting sensitive information, and complying with upcoming United States (US) Department of Justice (DOJ) requirements.

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Equally important, standardizing the City's wireless communications infrastructure with Motorola equipment will eliminate integration and compatibility issues. Disparate systems often lead to interoperability failures between dispatch and officers in the field, as well as among the officers themselves. By consolidating the City's infrastructure under a single manufacturer, the City can reduce these technological challenges, ensure a more reliable and efficient wireless communication system, and streamline technical support. Minimizing downtime in the event of technical issues by dealing with only one (1) technology manufacturer is crucial for maintaining critical technical infrastructure.

To address the issues listed, Ray's Radio Industrial Communications Sales Inc. (Ray's Radio), the sole authorized distributor of Motorola radio products in this area, has provided quotes for the necessary materials and equipment to upgrade the Lathrop Police Department's radio communication infrastructure at market-based pricing. Motorola is the brand used by most police departments and other first responders. A sole source purchase from Ray's Radio is justified under Lathrop Municipal Code (LMC) 2.36.110(a) due to specific technological requirements, the need for compatibility with existing systems, and because Ray's Radio is the only certified dealer in the region authorized to resell and install Motorola equipment.

In addition to upgrading the City's wireless communication systems, staff proposes to optimize the use of current single-band radio equipment. Staff will seek to sell some of the existing radios by following the established surplus equipment policy and repurpose others by transferring them to other departments such as Public Works and Parks and Recreation. These departments will use the radios to support their day to day operations and City at events, enhancing communication and coordination with the City's law enforcement.

Tonight, staff requests that the City Council approve the creation of CIP GG 24-35 for the Lathrop Police Department Radio Infrastructure Upgrade with a total budget of \$1,350,000. This requested budget allocation is calculated based on an initial phase estimated at \$900,000 including an initial Purchase Order with Ray's Radio and covers state-of-the-art radio equipment, including mobile and portable Motorola radios, infrastructure enhancements, configuration, installation, and information System Department (ISD) training. Additionally, it includes a ten percent (10%) contingency fund to manage unforeseen costs due to potential technology expense increases.

An additional \$450,000 is requested to complete the upgrades for the rest of the LPD vehicle fleet and non-sworn LPD personnel, which will include installation, configuration, and provision of mobile and portable Motorola radios. Staff requests Council approve for the purchase of radio infrastructure equipment from Ray's Radio up to the amount of the approved budget amendment to ensure LPD is equipped with a communication system that meets both current and future demands.

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Funding is proposed from the following sources: Project GG 21-11 Police Department Start-Up has an estimated remaining balance of \$805,000. Additionally, the Police Operations Division has salary savings from the timing of hiring new positions totaling \$495,000, and the US DOJ Front Line Law Enforcement Equipment Program has a balance of \$50,000. Staff proposes that the City Council authorize the use of these three funding sources to finance this project.

BACKGROUND:

The current radio infrastructure system, while operational, offers limited coverage and is limited by single-band capabilities and suffers from unreliable signal strength, particularly indoors and at the far edges of the City's expanding industrial, residential and commercial developments. This deficiency poses a potential risk to officer safety and may hamper effective communication during critical incidents. Additionally, the current radio infrastructure system's limited ability to integrate with other law enforcement agencies and first responders impacts joint operations and mutual aid scenarios.

Originally, current single-band mobile and portable radios were the only solution available to meet the immediate needs of the newly established police department. The single-band mobile and portable radios served the basic purpose of allowing LPD to start operations without the delay of twenty-six (26) months for multi-band Motorola radios due to supply chain disruptions caused by the COVID-19 pandemic.

The proposed CIP GG 24-35 aims to upgrade the Lathrop Police Department's radio infrastructure, facilitated through Ray's Radio —the sole authorized Motorola distributor in the region. This upgrade is designed to achieve several critical objectives:

Comprehensive Coverage: The goal is to provide robust radio frequency coverage throughout the entire City of Lathrop, encompassing both indoor and outdoor areas. This enhancement of Motorola wireless communication equipment and related infrastructure will ensure that police officers maintain constant and reliable communication regardless of their location. It is important to acknowledge that, although substantially beneficial, radio frequency technology is subject to interference from various environmental factors such as weather conditions, landscape features, electromagnetic disturbances and other factors. This proposal acknowledges these limitations and emphasizes that while technology may not always perform flawlessly, the upgrades will significantly improve the wireless communication system's reliability.

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CREATE CIP GG 24-35 LATHROP POLICE DEPARTMENT RADIO INFRASTRUCTURE UPGRADE, APPROVE PURCHASE WITH RAY'S RADIO INDUSTRIAL COMMUNICATIONS SALES INC., AND APPROVE RELATED BUDGET AMENDMENT

Safety and Efficiency: By enhancing radio coverage, with the use of an integrated Motorola system officer communication will improve, enabling reliable communication for backup and efficient coordination, especially with neighboring law enforcement agencies during emergencies. This will lead to quicker communications response times and increased operational efficiency.

Interoperability: The upgrade of Motorola wireless communication equipment and related infrastructure will allow for seamless integration with other local and regional law enforcement agencies, which is essential for effective coordination during cross-jurisdictional operations and joined operations.

Futureproofing and Scalability: The investment in a new wireless communication infrastructure system will meet current needs and is designed to be scalable to accommodate future City growth and advancements in public safety communication technologies.

To upgrade the current system to a Motorola system, staff engaged Ray's Radio, the area's authorized Motorola distributor. Ray's Radio is certified to configure and install Motorola radio products and has provided a quote for the necessary equipment, installation, training, and configuration. This upgrade aligns with market-based pricing for Motorola wireless communication equipment. Motorola is the preferred brand among all surrounding law enforcement agencies and first responders, ensuring compatibility and integration with their systems. Therefore, staff proposes upgrading to Motorola radios, which can seamlessly integrate with wireless communication systems used by other law enforcement and first responder agencies. A sole source purchase from Ray's Radio is justified pursuant to Lathrop Municipal Code (LMC) 2.36.110 (a), due to the specific technological requirements, the need for Motorola systems, and Ray's Radio being the only certified dealer in the nearby area authorized to resell and support Motorola equipment.

Tonight, staff requests the Council's authorization allocation of the specified funds and establish CIP GG 24-35 with a budget of \$1,350,000 for the Lathrop Police Department Radio Infrastructure Upgrade. This funding will cover the acquisition of state-of-the-art Motorola wireless communication equipment and infrastructure enhancements procured from Ray's Radio for a sum up to the budget amendment, and personnel training. Additionally, the budget includes a ten percent (10%) contingency fund to address unforeseen costs due to rapid technological advancements, as well as upgrades to the LPD vehicle fleet and wireless communication equipment for non-sworn LPD personnel. Staff also seeks approval of a Purchase Order with Ray's Radio totaling \$625,000 for infrastructure equipment to be included in the requested budget amendments.

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REASON FOR RECOMMENDATION:

The proposed upgrade of the City radio infrastructure to Motorola wireless communication equipment addresses critical needs that have arisen due to the City's rapid growth and the requirement to integrate with surrounding law enforcement and first responder agencies. This enhancement is crucial for the safety of the City's officers and the effectiveness of joint operations.

The current wireless communication system’s limited coverage and reliability could compromise officer communications during critical incidents. Upgrading the City's wireless communication infrastructure system will enhance comprehensive coverage across the City and nearby areas, ensuring reliable communication for the police officers regardless of their location. It will also improve interoperability with other local and regional law enforcement agencies, which is vital for coordinated responses in joint operations and mutual aid scenarios.

For these reasons, staff recommends Council approve the creation of CIP GG 24-35 Lathrop Police Department Radio Infrastructure Upgrade, approve purchase with Ray’s Radio to be included in the requested budget amendment to secure this vital upgrade, ensuring the LPD is effectively equipped to handle current and future challenges.

FISCAL IMPACT:

The proposed project budget is \$1,350,000 to be funded with transfers of funds from the following. Project GG 21-11 Police Department Start-Up \$805,000. Police Operations Division salary savings \$495,000, and the DOJ Front Line Law Enforcement Equipment Program \$50,000 with the proposed budget amendments listed below.

Fiscal Year 2023-2024

Decrease Transfer In

3010-9900-393-0000 GG21-11 \$805,000

Increase Transfer In

3010-9900-393-0000 GG 24-35 \$805,000

Decrease Appropriation

3010-8000-420-7200 GG 21-11 (\$805,000)

Increase Appropriation

3010-8000-420-7200 GG 24-35 \$805,000

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<u>Decrease Appropriation</u>		
1010-4030-410-1100		(\$495,000)
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$495,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-35	\$495,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-35	\$495,000
<u>Increase Transfer Out</u>		
2220-9900-990-9010		\$50,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-35	\$50,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-35	\$50,000

ATTACHMENT:

- A. Resolution of the City Council of the City of Lathrop to Create CIP GG 24-35 Lathrop Police Department Radio Infrastructure Upgrade, Approve the Purchase from Ray’s Radio Industrial Communications Inc., for Wireless Communications Equipment and Approve Related Budget Amendments.


- B. PO #2024-819 With Ray’s Radio Industrial Communications Sales, Inc. for Communication Equipment for CIP GG 24-35 LPD Radio Infrastructure Upgrades

CITY MANAGER'S REPORT

JUNE 10, CITY COUNCIL REGULAR MEETING

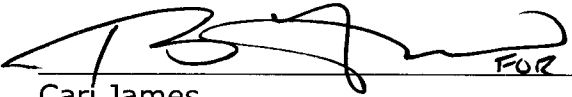
CREATE CIP GG 24-35 LATHROP POLICE DEPARTMENT RADIO INFRASTRUCTURE UPGRADE, APPROVE PURCHASE WITH RAY'S RADIO INDUSTRIAL COMMUNICATIONS SALES INC., AND APPROVE RELATED BUDGET AMENDMENT

APPROVALS:



Tony Fernandes
Director Information Systems

6-3-2024
Date



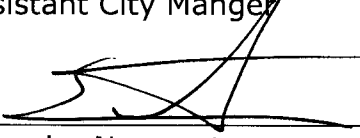
Cari James
Director of Finance

6/3/2024
Date



Michael King
Assistant City Manger

6.4.2024
Date



Salvador Navarrete
City Attorney

5.28.2024
Date



Stephen J. Salvatore
City Manager

6.5.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP GG 24-35 LATHROP POLICE DEPARTMENT RADIO INFRASTRUCTURE UPGRADE, APPROVE PURCHASE WITH RAY'S RADIO INDUSTRIAL COMMUNICATIONS SALES, INC., FOR WIRELESS COMMUNICATIONS EQUIPMENT AND APPROVE RELATED BUDGET AMENDMENTS

WHEREAS, the City of Lathrop continues to grow and expand its boundaries; and

WHEREAS, the current radios used by the LPD have limited coverage and are not able to integrate with the multi-band communication system used by neighboring law enforcement agencies; and

WHEREAS, staff requests Council approve the funding to replace the current law enforcement radio communication system; and

WHEREAS, the proposed CIP GG 24-35 aims to upgrade the Lathrop Police Department's radio infrastructure, facilitated through Ray's Radio Industrial Communications Sales, Inc.—the sole authorized Motorola distributor in the area; and

WHEREAS, staff recommends that Council create CIP GG 24-35 Lathrop Police Department Radio Infrastructure Upgrade, approve budget amendments to allocate \$1,350,000 to the project, and authorize the purchase of radio infrastructure equipment and services from Ray's Radio to implement the desired transitions of radio communications to a multi-band Motorola system.

WHEREAS, staff requests a ten percent (10%) contingency of \$135,000 for a total budget contract budget of \$1,350,000.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP GG 24-35 Lathrop Police Department Radio Infrastructure Upgrade; and

BE IT FURTHER RESOLVED, the City Council of Lathrop does hereby approve a budget amendment to record the appropriations in the following funds:

Fiscal Year 2023-2024

<u>Decrease Transfer In</u>		
3010-9900-393-0000	GG21-11	\$805,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-35	\$805,000

<u>Decrease Appropriation</u>		
3010-8000-420-7200	GG 21-11	(\$805,000)
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-35	\$805,000
<u>Decrease Appropriation</u>		
1010-4030-410-1100		(\$495,000)
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$495,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-35	\$495,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-35	\$495,000
<u>Increase Transfer Out</u>		
2220-9900-990-9010		\$50,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-35	\$50,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-35	\$50,000

BE IT FURTHER RESOLVED, the City of Lathrop City Council does hereby authorize a 10% contingency of \$135,000 for a total budget amount of \$1,350,000.

BE IT FURTHER RESOLVED, the City of Lathrop City Council does hereby approve the initial purchase of \$625,000 from Ray's Radio as detailed in Attachment "B" to the Staff Report that accompanied this Resolution and authorizes the City Manager to approve additional purchases from Ray's Radio up to the amount budgeted in the CIP GG 24-35 to implement the full and complete upgrade of the City's radio communication infrastructure to a state-of the art multi-band Motorola System.

The foregoing resolution was passed and adopted this 10th day of June 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Bill To 390 Towne Centre Dr
Lathrop, CA 95330

Purchase Order

No. 2024-00000819

Date 5/17/2024

Resolution

The parties to this agreement are:

Vendor No. 1035

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor Ray's Radio Industrial
Communications Sales, Inc.
1100 N Carpenter Rd
MODESTO, CA 95351

Ship To 390 Towne Centre Dr
Lathrop, CA 95330

**SHIP VIA
FREIGHT TERMS**

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ORIGINATOR Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	GTR8000 Repeater with Duplexer, Astro P25	\$26,201.1800	\$26,201.18
25.00	EACH	APX 800 Triband Portable with Man Down	\$8,615.3200	\$215,383.00
22.00	EACH	APX8500 Triband Mobile Radios	\$8,823.0000	\$194,106.00
25.00	EACH	APX Remote Speaker Mic	\$135.0000	\$3,375.00
22.00	EACH	[REDACTED]	\$2,310.0000	\$50,820.00
1.00	EACH	Astro Voting Software	\$4,600.0000	\$4,600.00
1.00	EACH	Comparators	\$38,732.5000	\$38,732.50
1.00	EACH	Voting Receivers	\$23,460.0000	\$23,460.00
1.00	EACH	Field Replacement Unit	\$20,680.0000	\$20,680.00
1.00	EACH	Tax	\$51,240.4900	\$51,240.49

\$628,598.17

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

CITY OF LATHROP
RECOMMENDED FOR APPROVAL DATE

VENDOR (Signature)
APPROVED BY DATE

CITY OF LATHROP
APPROVED BY DATE

VENDOR (Print Name)
APPROVED BY DATE

Special Instructions

Hardware Only - Equipment for LPD Radio Infrastructure

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STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to be carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



INDUSTRIAL COMMUNICATIONS SALES, INC.

Call Us Today
209-521-9270 or 800-400-9270



EQUIPMENT PROPOSAL FOR:

City of Lathrop

CA. CONT. LIC# 861663

PD Equipment Only

tfernandes@ci.lathrop.ca.us

May 31, 2024

Phone:

ITEM	QUAN.	MODEL NUMBER		UNIT PRICE	TOTAL
	1		GTR8000 Repeater with Duplexer, Astro P25	\$26,201.18	\$26,201.18
			voting software & preselector		
	25		APX8000 Triband portable with man down	\$8,615.32	\$215,383.00
	22		APX8500 Triband High Power Mobile Radio	\$8,823.00	\$194,106.00
	25		APX Remote Speaker Mic	\$135.00	\$3,375.00
	22	Model Redacted for		\$2,310.00	\$50,820.00
	1	Security Purposes	Astro Voting Software for existing GTR	\$4,600.00	\$4,600.00
			Comparators		\$38,732.50
			Astro Comparator, second Comparator, system s.w. release, system firmware, conventional system, RX, & rack mount hardware		
			Voting Receivers		\$23,460.00
			Astro voting receiver, second receiver, astro system release, conventional system RX, RX splitter & rack mount.		
			Field Replacement Unit		\$20,680.00
			Power supply, fan module, GRV Main Module, GTR/GPW option card, GPW Main Module		
			Quote #1904		
			Equipment Cost:		\$577,357.68
			Sales Tax:		\$51,240.49
			Freight, Shipping		
			Frequency Coordination:		
			FCC License:		
			Program, Labor installation and testing		
Sales Agent: Raymond S Gada III					
Accepted by: x _____ Date: _____				Total	\$628,598.17