



**Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, September 16, 2014  
6:30 p.m.  
AGENDA**

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Pierre Neu*

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Nanci Mills, City Clerk*

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**PLEASE NOTE** – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS**

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

**CONSENT CALENDAR**

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 2, 2014 (pp.5-9)
- B. Resolution 2014-29 Authorizing Suspension of Competitive Bidding for Purchase of Mobile and Portable Radio Communications Equipment and Approve Cooperative Purchase from Motorola (pp.10-30)
- C. Resolution 2014-28 to Add a Rate for the Provision of Recycled Water Pursuant to the City's Temporary Wastewater Reuse Program (pp.31-33)
- D. Purchase of 30 hp House Aerator for Wastewater Treatment Facility (pp.34-39)

**PRESENTATIONS**

Yolo County Social Services - Joan Planell

**DISCUSSION ITEMS**

- 1. Request for Qualifications for Project Management Services for Federal Projects (pp.40-44)
- 2. Project Concept Proposal for Grant to Study Options for Pedestrian/Bike Access on Grant Ave between El Rio Villa and the Winters (pp.45-49)

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**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

- 1.
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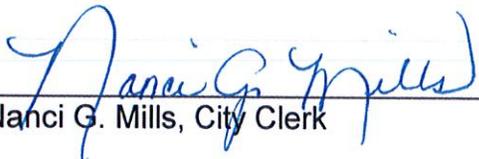
CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the September 16, 2014 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on September 11, 2014, and made available to the public during normal business hours.

  
\_\_\_\_\_  
Nanci G. Mills, City Clerk

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*General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.*

*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

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*City Council agenda packets are available for review or copying at the following locations:*

*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

*During Council meetings – Right side as you enter the Council Chambers*

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Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Winters City Council Meeting  
Held on September 2, 2014

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**Executive Session**

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Property Located at Grant Avenue (APN #'s 003-370-028, 003-370-029, 003-370-030), Winters – Real Property Negotiator City Manager John W. Donlevy, Jr.

Mayor Aguiar-Curry reported there was nothing to report out of Executive Session. Those present during the Executive Session were Mayor Aguiar-Curry, Council Members Anderson, Cowan, Fridae, and Neu, City Manager John Donlevy, City Attorney Ethan Walsh and Housing Programs Manager Dan Maguire.

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**Regular Session**

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:32 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry.  
Absent: None  
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Housing Programs Manager Dan Maguire, Fire Chief Aaron McAlister, and Management Analyst Tracy Jensen.

Elizabeth Gray led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Cowan to approve the agenda as presented. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

### COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Ravi Tumber and Nicole Halley spoke on behalf of KodaCamp, a summer educational program for 65-70 local children that just completed its first year. Ravi thanked program coordinators Nicole Halley and Diane Tafolla, the parents for their input and support, Director of Administrative Services Nanci Mills for her hard work on behalf of the program, and the school district for the use of their property. Ravi hopes this will be the pilot for future programs, and Nicole said teachers have reported an increase in reading levels. A special thank you to the Martinez family for covering financial gaps, to Cathy Olsen for providing breakfast and lunch to the students, and to the Council for their support. Mayor Aguiar-Curry said the City needs to work on private/public partnerships like this, or to form an advisory board. Nanci thanked Ravi for providing funding, thanked Nicole & Diana for their hard work, and thanked the City and school district for partnering for this program.

Winters Express Editor Debra DeAngelo introduced the new City Council reporter for the Express, Lindsey Hickman.

### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 19, 2014
- B. Resolution 2014-26, a Resolution of the City Council of the City of Winters, Approving the Acceptance of a Grant from the State of California Department of Forestry and Fire Protection in the Amount of \$9,444.00
- C. A Proclamation of the City Council of the City of Winters Recognizing September as Literacy Awareness Month

City Manager Donlevy gave a brief overview. Motion by Council Member Neu, second by Council Member Anderson to approve the Consent Calendar. Motion approved by the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry

NOES: None  
ABSENT: None  
ABSTAIN: None

## PRESENTATIONS

Mayor Pro Tem Fridae presented the Proclamation of the City Council of the City of Winters Recognizing September as Literacy Awareness Month to Elizabeth Gray, Assistant County Librarian, Yolo County Library, and local educator Rebecca Fridae, who brought a basket of books to share with Council. Elizabeth spoke about the success of local reading tutors and Mayor Aguiar-Curry suggested that local seniors may be interested in participating in this program. Elizabeth also provided pamphlets for "Yolo Reads", the 6<sup>th</sup> Annual Literacy Celebration to be held on 9/25/14 @ 6pm at the Davis Branch Library.

## DISCUSSION ITEMS

1. Exclusive Negotiation Agreement ("ENA") with Winters Healthcare Foundation for a portion of Grant Avenue Commercial (APN #s 003 370 028, 003 370 029, and 003 370 030

Housing Programs Manager Dan Maguire gave an overview of the information received by Council in Executive Session. A typographical error in Section 101, Paragraph 3 will be corrected prior to execution.

Motion by Council Member Fridae, second by Council Member Anderson to approve the Exclusive Negotiation Agreement ("ENA") with Winters Healthcare Foundation for a portion of Grant Avenue Commercial, APN #s 003 370 028, 003 370 029, and 003 370 030. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

2. Purchase of CalOpps Recruitment Software

Director of Administrative Services Nanci Mills gave an overview of the CalOpps software, which enables applicants to build a personal profile, enabling them to receive recruitment notification if a job within the system meets their personal profile. All agencies in Yolo County have this system and the City of Winters has most recently piggy-backed onto the system in Dixon. Once approved, Nanci will

receive training on the CalOpps system. The City will continue to post job openings in the Winters Express.

Motion by Council Member Cowan, second by Council Member Fridae to approve the purchase of CalOpps Recruitment Software. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

### 3. Liaison & Committee Assignments

Council reviewed the Liaison List and following a short discussion, some committee assignments were revised. A Liaison List with said revisions will be sent to all Council Members for their review and approval. Once approved, the list will be added to the City's website. Mayor Aguiar-Curry reminded Council that some of the committee assignments will require a Form 700, as well as an Ethics certificate.

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## CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

### 1. None

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CITY MANAGER REPORT: Building Official Gene Ashdown has spent four days in Napa following the earthquake on August 24<sup>th</sup> and has done a phenomenal job representing the City. This was a great experience for Gene and his knowledge will aid us in the event of an emergency.

The protocols for the recently-implemented Everbridge system are being reviewed as a result of the reverse 9-1-1 phone call(s) received over the weekend.

City Manager Donlevy, along with Superintendent Cushenbery, will accompany an executive team from Solano College to San Francisco to learn more about distance learning technology, which can provide specialized service and expand curriculum. Solano College is on a positive track and we are blessed to have Mike Martin as a trustee. Woody said there are certain types of speech therapy available at the local schools, but only a couple of kids need it and not many

people are certified. This specialized service saves money by avoiding having to hire a specialist on a part-time basis.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:30 p.m. in memory of Bobby Martinez.

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Cecilia Aguiar-Curry, MAYOR

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, City Clerk



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: September 10, 2014  
THROUGH: John W. Donlevy, Jr., City Manager *JWD*  
FROM: Aaron McAlister, Fire Chief  
SUBJECT: Resolution 2014-29 and Purchase of Motorola Radios- Cooperative Purchasing

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**RECOMMENDATION:**

Adopt a resolution 2014-29 authorizing the suspension of competitive bidding for the purchase of mobile and portable radio communications equipment and approve the cooperative purchase from Motorola utilizing cooperative purchase pricing from the Houston-Galveston Area Council (H-GAC) competitively bid contract.

**BACKGROUND:**

In 2013 the Winters Fire Department identified the replacement of communications equipment as a critical need. The mobile and portable radios used by the department are in excess of 15 years old and are non-compliant with the P25 standard.

In addition to the non-compliant P25 issue, the Winters Fire Department does not currently have capability to communicate with the City of Davis, UC Davis, West Sacramento, Vacaville or Fairfield. These agencies utilize the 800 MHZ radio system. The solution is to acquire new radios with "dual band" capabilities. They will have both VHF capabilities and 800 MHZ capabilities in the same unit.

Together, with regional partners; City of Davis, City of West Sacramento, City of Dixon and the Yolo Fire District, an application was filed with the FEMA Assistance to Firefighters grant program. In July 2014 we learned our application was selected for an award. In August 2014 the Fire Department, on behalf of all the partners, brought the matter before the City Council of Winters and the grant was formally accepted by the City Council and the Winters FD matching portion was allocated in the item.

The Fire Department, together with the grant partners, has researched the best method for purchasing the equipment identified in our needs assessment. The immediate action before council is to accept the suspension of competitive bidding in order to take advantage of discounted pricing and time savings. Given the relative size of Winters and time sensitive nature of this project, staff is not recommending a Request for Proposal (RFP) process for this purchase. The most appropriate option is a "tag-on" or "piggy-back" purchasing agreement to another entity who has already conducted a competitive bidding process. After research, staff recommends using the Houston-Galveston Area Council (H-GAC).

The H-GAC is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through H-GAC for over 30 years. As a unit of local government assisting other local governments, H-GAC strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of H-GAC have been awarded by virtue of a public competitive procurement process compliant with state statutes.

A copy of the HGAC contract has been included with this staff report for reference. The final items identified by the partners have been included in the final quote, also attached to this report.

#### **FISCAL IMPACT:**

This council action is directly related to the purchasing authority. No additional fiscal impact is created by this action.

The Council previously allocated matching funds in the amount of \$16,367.43 from the equipment replacement funds for the Winters share of this project. Due to Winters being the host agency, the total project costs of \$732,153 will appear in the budget for accounting purposes.

#### **ATTACHMENTS:**

1. Resolution 2014-29
2. Motorola Radio Equipment Quote
3. HGCA contract

**RESOLUTION NO. 2014-29**

**A RESOLUTION AUTHORIZING THE SUSPENSION OF COMPETITIVE BIDDING FOR THE PURCHASE OF MOBILE AND PORTABLE RADIO COMMUNICATIONS EQUIPMENT AND APPROVE THE PURCHASE FROM MOTOROLA UTILIZING COOPERATIVE PURCHASE PRICING FROM THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COMPETITIVE BID CONTRACT**

**WHEREAS**, The City of Winters Fire Department received a FEMA AFG Regional Award in the amount of \$732,153.00 for a radio equipment; and

**WHEREAS**, The City of Winters Fire Department, along with its partners will require dual band radio equipment in most but not all of the radios purchased under this grant; and

**WHEREAS**, Staff is recommending to suspend competitive bidding and utilize the H-GAC in order to get reduced pricing and time savings; and

**WHEREAS**, the Fire Chief has recommended to the City Council that it suspend competitive bidding and to purchase specified equipment at competitively bid pricing.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Winters, that the City Manager John Donlevy is authorized to suspend the competitive bidding process on behalf of the City and through the City Manager, the Fire Chief is directed to finalize an HGAC "Piggy Back" purchase with Motorola for the purposes of purchasing mobile radios, portable radios and necessary loose accessories.

**PASSED AND ADOPTED** this 16th day of September, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

CITY OF WINTERS

\_\_\_\_\_  
Cecilia Aguiar Curry, Mayor

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, City Clerk



Quote Number: QU0000291123  
 Effective: 09 SEP 2014  
 Effective To: 17 SEP 2014

**Bill-To:**  
 WINTERS FIRE DEPT, CITY OF  
 700 MAIN ST  
 WINTERS, CA 95694  
 United States

**Ultimate Destination:**  
 WINTERS FIRE DEPT, CITY OF  
 700 MAIN ST  
 WINTERS, CA 95694  
 United States

**Attention:**  
**Name:** FIRE CAPTAIN BRAD LOPEZ  
**Email:** Brad.lopez@wintersfire.org  
**Phone:** 530.795.4131

**Sales Contact:**  
**Name:** Trish Moser  
**Email:** tmoser@deltawireless.com  
**Phone:** (916) 928-1200

**Request For Quote:** WINTERS FIRE DEPT.  
**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	20	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RADIO	\$3,400.00	\$2,305.31	\$46,106.20
(Notes)WINTERS FIRE DEPT.						
1a	20	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	\$500.00	\$339.02	\$6,780.40
1b	20	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$678.03	\$13,560.60
1c	20	Q806BP	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$6,983.80
1d	20	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-	-
1e	20	QA00574AC	ADD: VHF SECONDARY BAND	-	-	-
1f	20	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
1g	20	QA01427AC	ALT: IMPACT GREEN HOUSING	\$25.00	\$16.95	\$339.00
1h	20	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,017.05	\$20,341.00
1i	20	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$203.41	\$4,068.20
1j	20	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
1k	20	Q53AN	ADD: FRONT PANEL PROGRAMMING OPTION	\$150.00	\$101.70	\$2,034.00
2	20	NNTN7624B	CHR IMP VEH EXT NA/EU KIT	\$390.00	\$264.43	\$5,288.60
(Notes)WINTERS FIRE DEPT.						
3	20	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	\$480.00	\$325.46	\$6,509.20
(Notes)WINTERS FIRE DEPT.						
4	14	NNTN8111A	APX7000XE CC 2.75 SWLBL2900/2150MAH	\$65.00	\$44.07	\$616.98
(Notes)WINTERS FIRE DEPT.						
5	6	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$140.00	\$94.92	\$569.52
(Notes)WINTERS FIRE DEPT.						
6	4	NNTN7526A	ACCESSORY KIT,MFG #:AS10-08040001 MFG NAME:GOLDEN BRIDGE	\$37.00	\$25.09	\$100.36
(Notes)WINTERS FIRE DEPT.						
7	2	NNTN7073B	CHR IMP DISP MUC INT US/NA/CA/LA	\$1,350.00	\$915.34	\$1,830.68
(Notes)WINTERS FIRE DEPT.						
8	9	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$2,272.00	\$1,540.49	\$13,864.41
(Notes)WINTERS FIRE DEPT.						
8a	9	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$3,142.71

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
8b	9	W22BA	ADD: PALM MICROPHONE	\$72.00	\$48.82	\$439.38
8c	9	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
8d	9	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
8e	9	GA00308AA	ADD: VHF MP SECONDARY BAND	\$400.00	\$271.21	\$2,440.89
8f	9	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$406.82	\$3,661.38
8g	9	G67BK	ADD: REMOTE MOUNT MID POWER	\$297.00	\$201.38	\$1,812.42
8h	9	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,017.05	\$9,153.45
8i	9	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$40.68	\$366.12
8j	9	GA00805AA	ADD: APX O7 CONTROL HEAD.	\$632.00	\$428.52	\$3,856.68
8k	9	GA00806AA	ADD:CH SIREN & LIGHTS KEYPAD	\$50.00	\$33.90	\$305.10
8l	9	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
8m	9	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$29.16	\$262.44
8n	9	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	\$19.50	\$13.22	\$118.98
8o	9	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$203.41	\$1,830.69
8p	9	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
9	1	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$2,272.00	\$1,540.49	\$1,540.49
(Notes)WINTERS FIRE DEPT.						
9a	1	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$349.19
9b	2	W22BA	ADD: PALM MICROPHONE	\$72.00	\$48.82	\$97.64
9c	2	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$10.17	\$20.34
9d	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
9e	1	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
9f	1	GA00308AA	ADD: VHF MP SECONDARY BAND	\$400.00	\$271.21	\$271.21
9g	1	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$406.82	\$406.82
9h	1	G67BK	ADD: REMOTE MOUNT MID POWER	\$297.00	\$201.38	\$201.38
9i	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,017.05	\$1,017.05
9j	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$40.68	\$81.36
9k	1	GA00805AA	ADD: APX O7 CONTROL HEAD.	\$632.00	\$428.52	\$428.52
9l	1	GA00806AA	ADD:CH SIREN & LIGHTS KEYPAD	\$50.00	\$33.90	\$33.90
9m	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
9n	1	GA00092AS	ADD: DUAL-CONTRL HD HARDWARE	\$570.00	\$386.48	\$386.48
9o	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$29.16	\$29.16
9p	1	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	\$19.50	\$13.22	\$13.22
9q	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$203.41	\$203.41
9r	1	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
10	25	A03JAC9JA1AN	143-174MHZ FIVE CH UL IS M6 PAGER	\$588.00	\$398.68	\$9,967.00
(Notes)WINTERS FIRE DEPT.						
10a	25	QA03817AA	DEL: NO SFS-STD WARRANTY APPLIES	-	-	-
11	1	RLN6527A	MINITOR VI PROGRAMMING CRADLE	\$39.00	\$26.44	\$26.44
(Notes)WINTERS FIRE DEPT.						
12	22	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RADIO	\$3,400.00	\$2,305.31	\$50,716.82
(Notes)DIXON FIRE DEPT.						

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
12a	22	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	\$500.00	\$339.02	\$7,458.44
12b	22	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$678.03	\$14,916.66
12c	22	Q806BP	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$7,682.18
12d	22	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-	-
12e	22	QA00574AC	ADD: VHF SECONDARY BAND	-	-	-
12f	22	QA05100AA	ENH.STD WARRANTY APPLIES-NO SFS	-	-	-
12g	22	QA01427AC	ALT: IMPACT GREEN HOUSING	\$25.00	\$16.95	\$372.90
12h	22	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,017.05	\$22,375.10
12i	22	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$203.41	\$4,475.02
12j	22	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
12k	22	Q53AN	ADD: FRONT PANEL PROGRAMMING OPTION	\$150.00	\$101.70	\$2,237.40
13	15	NNTN7624B	CHR IMP VEH EXT NA/EU KIT	\$390.00	\$264.43	\$3,966.45
(Notes)DIXON FIRE DEPT.						
14	1	NNTN7073B	CHR IMP DISP MUC INT US/NA/CA/LA	\$1,350.00	\$915.34	\$915.34
(Notes)DIXON FIRE DEPT.						
15	22	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	\$480.00	\$325.46	\$7,160.12
(Notes)DIXON FIRE DEPT.						
16	6	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$140.00	\$94.92	\$569.52
(Notes)DIXON FIRE DEPT.						
17	22	NNTN8111B	APX7000XE CC 2.75 SWLBL2900/2150MAH	\$65.00	\$44.07	\$969.54
(Notes)DIXON FIRE DEPT.						
18	1	NNTN7526A	ACCESSORY KIT,MFG #:AS10-08040001 MFG NAME:GOLDEN BRIDGE	\$37.00	\$25.09	\$25.09
(Notes)DIXON FIRE DEPT.						
19	8	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$2,272.00	\$1,540.49	\$12,323.92
(Notes)DIXON FIRE DEPT.						
19a	8	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$2,793.52
19b	8	W22BA	ADD: PALM MICROPHONE	\$72.00	\$48.82	\$390.56
19c	8	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
19d	8	GA05100AA	DEL:NO SFS-STD WARRANTY APPLIES	-	-	-
19e	8	GA00308AA	ADD: VHF MP SECONDARY BAND	\$400.00	\$271.21	\$2,169.68
19f	8	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$406.82	\$3,254.56
19g	8	G67BK	ADD: REMOTE MOUNT MID POWER	\$297.00	\$201.38	\$1,611.04
19h	8	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,017.05	\$8,136.40
19i	8	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$40.68	\$325.44
19j	8	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$292.91	\$2,343.28
19k	8	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
19l	8	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$29.16	\$233.28
19m	8	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	\$19.50	\$13.22	\$105.76
19n	8	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$203.41	\$1,627.28
19o	8	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
20	3	F2380A	MCD 5000 DESKSET	\$1,500.00	\$1,017.05	\$3,051.15
(Notes)DIXON FIRE DEPT.						

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
21	3	FHN7469AS	POWER SUPPLY KIT FOR SERVICE	\$51.00	\$34.58	\$103.74
(Notes)DIXON FIRE DEPT.						
22	5	FKN8695AS	ETHERNET CABLE 10'	\$36.00	\$24.41	\$122.05
(Notes)DIXON FIRE DEPT.						
23	1	F7979A	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,017.05	\$1,017.05
(Notes)DIXON FIRE DEPT.						
24	1	FHN7469AS	POWER SUPPLY KIT FOR SERVICE	\$51.00	\$34.58	\$34.58
(Notes)DIXON FIRE DEPT.						
25	1	FDV5847A	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	\$250.00	\$169.51	\$169.51
(Notes)DIXON FIRE DEPT.						
26	1	CLN1856A	2620-24 ETHERNET SWITCH	\$2,250.00	\$1,525.57	\$1,525.57
(Notes)DIXON FIRE DEPT.						
27	1	L30URS9PW1AN	APX7500 SINGLE BAND 7/800	\$3,980.00	\$2,698.57	\$2,698.57
(Notes)DIXON FIRE DEPT.						
27a	1	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$349.19
27b	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	\$114.59	\$114.59
27c	1	L999AA	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$534.97	\$534.97
27d	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,017.05	\$1,017.05
27e	1	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
27f	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$203.41	\$203.41
27g	1	CA01598AB	ADD: AC LINE CORD US	-	-	-
28	18	H98KGF9PW6AN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	\$2,200.00	\$1,491.67	\$26,850.06
(Notes)YOLO FIRE DEPT.						
28a	18	Q241BC	ADD: ANALOG OPERATION	-	-	-
28b	18	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
28c	18	QA02818AA	ALT:LIION IMPRES FM/CSA 2300M (NNTN8092)	\$50.00	\$33.90	\$610.20
28d	18	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
28e	18	H35BU	ADD: CONVENTIONAL OPERATION	\$500.00	\$339.02	\$6,102.36
29	2	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RADIO	\$3,400.00	\$2,305.31	\$4,610.62
(Notes)YOLO FIRE DEPT.						
29a	2	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	\$500.00	\$339.02	\$678.04
29b	2	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	\$1,000.00	\$678.03	\$1,356.06
29c	2	Q806BP	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$698.38
29d	2	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-	-
29e	2	QA00574AC	ADD: VHF SECONDARY BAND	-	-	-
29f	2	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
29g	2	H38BU	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,017.05	\$2,034.10
29h	2	Q361AS	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$203.41	\$406.82
29i	2	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
29j	2	Q53AN	ADD: FRONT PANEL PROGRAMMING OPTION	\$150.00	\$101.70	\$203.40
30	6	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$140.00	\$94.92	\$569.52
(Notes)YOLO FIRE DEPT.						

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
31	20	NNTN7624B	CHR IMP VEH EXT NA/BU KIT	\$390.00	\$264.43	\$5,288.60
(Notes)YOLO FIRE DEPT.						
32	1	NNTN7073B	CHR IMP DISP MUC INT US/NA/CA/LA	\$1,350.00	\$915.34	\$915.34
(Notes)YOLO FIRE DEPT.						
33	6	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$84.75	\$508.50
(Notes)YOLO FIRE DEPT.						
34	1	PMKN4012B	PORTABLE PROGRAMMING CABLE	\$75.00	\$50.85	\$50.85
(Notes)YOLO FIRE DEPT.						
35	1	RVN5224Z	PURCHASED SOFTWARE,CPS R12.00.00 APX PDR MOB	\$375.00	\$254.26	\$254.26
(Notes)YOLO FIRE DEPT.						
36	32	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,200.00	\$1,491.67	\$47,733.44
(Notes)DAVIS FIRE DEPT.						
36a	32	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$11,174.08
36b	32	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
36c	32	QA02818AA	ALT:LIION IMPRES FM/CSA 2300M (NNTN8092)	\$50.00	\$33.90	\$1,084.80
36d	32	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
36e	32	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	\$200.00	\$135.61	\$4,339.52
36f	32	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$813.64	\$26,036.48
36g	32	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$203.41	\$6,509.12
36h	32	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$67.80	\$2,169.60
37	27	NNTN7624B	CHR IMP VEH EXT NA/EU KIT	\$390.00	\$264.43	\$7,139.61
(Notes)DAVIS FIRE DEPT.						
38	3	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$84.75	\$254.25
(Notes)DAVIS FIRE DEPT.						
39	32	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM *	\$107.00	\$72.55	\$2,321.60
(Notes)DAVIS FIRE DEPT.						
40	9	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$1,899.00	\$1,287.59	\$11,588.31
(Notes)DAVIS FIRE DEPT.						
40a	9	G241AP	ENH: SW ASTRO READY (ANALOG)	-	-	-
40b	9	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$3,142.71
40c	9	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$333.59	\$3,002.31
40d	9	G67BZ	ADD: REMOTE MOUNT MID POWER	\$297.00	\$201.38	\$1,812.42
40e	9	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
40f	9	W22BA	ADD: PALM MICROPHONE	\$72.00	\$48.82	\$439.38
40g	9	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
40h	9	G89AC	ADD: NO RF ANTENNA NEEDED	-	-	-
40i	9	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$40.68	\$366.12
40j	9	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
40k	9	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$813.64	\$7,322.76
40l	9	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$203.41	\$1,830.69
41	3	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	\$207.00	\$140.35	\$421.05
(Notes)DAVIS FIRE DEPT.						

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
42	20	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,200.00	\$1,491.67	\$29,833.40
(Notes)WEST SACRAMENTO FIRE DEPT.						
42a	20	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$349.19	\$6,983.80
42b	20	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
42c	20	QA00582AB	ALT: LIION IMPRES 4100 MAH FM/CSA IP67 (NNTN7033A)	\$165.00	\$111.88	\$2,237.60
42d	20	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
42e	20	H64BE	ALT: PUBLIC SAFETY YELLOW HOUSING	\$25.00	\$16.95	\$339.00
42f	20	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$67.80	\$1,356.00
42g	20	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	\$200.00	\$135.61	\$2,712.20
42h	20	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$813.64	\$16,272.80
42i	20	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$203.41	\$4,068.20
43	24	NNTN8203A	IMPRES XE RSM, GREEN	\$335.00	\$227.14	\$5,451.36
(Notes)WEST SACRAMENTO FIRE DEPT.						
44	10	NAF5085A	ASSY:ANTENNA,7/800 GPS*	\$45.00	\$30.51	\$305.10
(Notes)WEST SACRAMENTO FIRE DEPT.						
45	1	NNTN7526A	ACCESSORY KIT,MFG #:AS10-08040001 MFG NAME:GOLDEN BRIDGE	\$37.00	\$25.09	\$25.09
(Notes)YOLO FIRE DEPT.						
46	20	A03JAC9JA1AN	143-174MHZ FIVE CH UL IS M6 PAGER	\$588.00	\$398.68	\$7,973.60
(Notes)YOLO FIRE DEPT.						
46a	20	QA03817AA	DEL: NO SFS-STD WARRANTY APPLIES	-	-	-
47	20	NNTN8203ABLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM, BLACK	\$335.00	\$227.14	\$4,542.80
(Notes)YOLO FIRE DEPT.						

Estimated Tax Amount

\$46,010.98

**Total Quote in USD**

**\$659,490.82**

\* This quote contains items with approved price exceptions applied against it

\* This quote contains items that reflect discounts from approved total Price Exception of (32.19674%)

Programming not included.

Installation not included.

This quote reflects an "Extended Promotion Discount" if a Purchase Order is received by September 17, 2014.

\*\*\*PLEASE MAKE PURCHASE ORDER PAYABLE TO MOTOROLA\*\*\*

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

**MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
MOTOROLA SOLUTIONS, INC.  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

**ARTICLE 1:** **SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment Contract** to become effective as of May 1, 2012, and to continue through April 30, 2015 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC Contract** to **END USERS**.

**ARTICLE 2:** **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: RA05-12, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: RA05-12, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:** **LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:** **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:** **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:** **END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7:**

**SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8:**

**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize **H-GAC** and/or **END USER** to audit confidential information regarding product cost.

**ARTICLE 9:**

**REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:**

**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e.5/1/12.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

**ARTICLE 11:**

**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12:**

**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS**

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.
3. END USER will submit order(s) electronically through CONTRACTOR'S on-line ordering process or issue Purchase Order(s) directly to CONTRACTOR at contract prices, and also submit a copy to H-GAC.

4. The H-GAC CONTRACTOR will deliver products/services as specified by the contract between CONTRACTOR and H-GAC, and invoice each END USER for (1) products/services purchased and (2) H-GAC'S applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an H-GAC CONTRACTOR's, documented invoice, END USER shall pay the H-GAC CONTRACTOR the full amount of the invoice.
6. For orders of less than \$100,000, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to H-GAC on a monthly basis. For orders of \$100,000 or more, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by Motorola.
7. Failure to promptly remit H-GAC's order processing charges may result in sanctions including, but not limited to, contract termination.
8. CONTRACTOR shall be responsible for delivery and acceptance of each unit by END USER, according to the requirements of the specifications, this Contract, and purchase order issued to CONTRACTOR by an END USER. All required equipment tests shall be borne by CONTRACTOR.
9. CONTRACTOR shall promptly provide H-GAC and END USER with all information pertaining to delivery schedules. CONTRACTOR shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. END USER'S location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the H-GAC CONTRACTOR prior to receipt of END USER's purchase order for delivery of any products/services has received H-GAC's prior written approval for any price increases.
12. The H-GAC CONTRACTOR agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable H-GAC order processing charge. The CONTRACTOR agrees to encourage END USERS to execute authorizing interlocal contracts with H-GAC.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE***

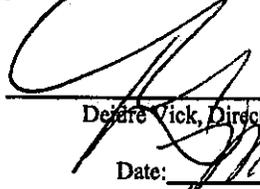
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

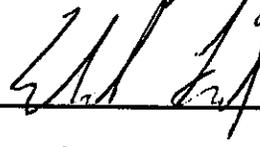
Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Debrae Vick, Director of Public Services  
Date: 5/25, 2012

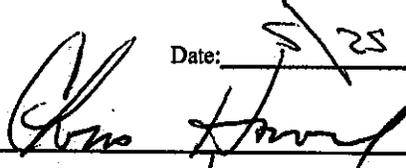
Signed for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
\_\_\_\_\_

Printed Name & Title: Edward Fuerst, MSSSJ Vice President.

Date: 5/25 2012

Attest for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
\_\_\_\_\_

Printed Name & Title: Chip Howard - Motorola Area Manager

Date: 5/25 2012

Attachment A  
 Motorola Solutions, Inc.  
 Radio Communication/Emergency Response & Mobile Interoperability Equipment  
 Contract No.: RA05-12

Product Category	Description	Base Offered Price
A, B, C	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk), April 2011 Edition, on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook
A	<i>Per the RFP Motorola has included an Electronics Catalogue for our Vertex equipment on a CD (Vertex Standard List Price Book, Effective 2/13/2012) media in lieu of listing each individual product and its options.</i>	28% off List Price
<b>D</b>	<b>Motorola Integration Services LMR</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	Project Management Daily Rate*	\$ 1,610.00
D	System Engineering Daily Rate*	\$ 1,610.00
D	System Technologist Daily Rate*	\$ 1,925.00
D	Standard Shop Installation: Hourly Rate*	\$ 135.00
D	Standard Shop Installation: Daily Rate*	\$ 900.00
D	Mobile Radio Installation*	\$160 - \$370
D	Radio Programming*	\$50 - \$105
D	Data Installation*	\$160 - \$370
	*Prices may vary by Region and Stated Scope. Travel Not Included	
<b>D</b>	<b>Motorola Integration Services Advanced Services</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	NG9-1-1 Consulting Services-Daily Rate*	\$1,500
D	Security Project/Program Management-Daily Rate*	\$1,500
D	Wireless Security Technician-Daily Rate*	\$1,400
D	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,400
D	Security Trainer-Daily Rate*	\$1,176
D	Application Security Code Reviewer-Daily Rate*	\$1,800
D	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,500
D	IT Disaster Recovery Planner-Daily Rate*	\$1,400
D	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,400
D	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,400
D	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,400
D	Mobile Application Services Project Management-Daily Rate*	\$1,500
D	Mobile Application Services System Engineer-Daily Rate*	\$1,500
D	Mobile Application Services Solution Architect-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Design-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$1,800
D	Application Integration and Customization Services Project Management-Daily Rate*	\$1,500
D	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,500
D	Application Integration and Customization Services Solution Architect-Daily Rate*	\$1,800

D	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$1,800
D	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Unified Communications Services Project Management-Daily Rate*	\$1,500
D	Unified Communications Services System Engineer-Daily Rate*	\$1,500
D	Unified Communications Services Solution Architech-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Design-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Consulting Services Project Management-Daily Rate*	\$1,500
D	Consulting Services System Engineer-Daily Rate*	\$1,500
D	Consulting Services Solution Architech-Daily Rate*	\$1,800
D	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$1,800
D	Consulting Services IP Network Design and Integration-Daily Rate*	\$1,800
D	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$1,800
D	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$1,800
<b>APC DISCOUNTS PER ECAT PRICEBOOK</b>		
548	CAD Equipment	10%
702	CAD Equipment	0%
850	CAD Equipment	0%
40	Data Applications	15%
41	Data Applications	10%
41	Data Applications	10%
153	Data Applications	15%
297	Data Applications	0%
298	Data Applications	15%
299	Data Applications	15%
333	Data Applications	10%
343	Data Applications	10%
170	Data Subscriber Devices	15%
171	Data Subscriber Devices	10%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	0%
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	0%
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
228	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20.00%
454	Dispatch Solutions	15%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%

629	Enterprise Terminals	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
272	Fixed Station Accessories	20%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
811	Fixed Stations	5%
5	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
881	Fixed Stations	15%
15	Fixed Wireless Broadband	20%
75	Fixed Wireless Broadband	0%
76	Fixed Wireless Broadband	0%
218	Fixed Wireless Broadband	15%
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	0%
801	Fixed Wireless Broadband	0%
806	Fixed Wireless Broadband	0%
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%

51	LTE	10%
52	LTE	10%
53	LTE	10%
54	LTE	10%
55	LTE	10%
56	LTE	10%
57	LTE	10%
58	LTE	5%
59	LTE	10%
61	LTE	10%
63	LTE	10%
65	LTE	10%
73	LTE	0%
375	LTE	0%
708	LTE	10%
823	Maintenance	0%
983	Maintenance	0%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
38	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
585	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	10%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
1	Portable Radiophone (Portables)	20%
4	Portable Radiophone (Portables)	20%
8	Portable Radiophone (Portables)	20%

37	Portable Radiophone (Portables)	10%
87	Portable Radiophone (Portables)	10%
133	Portable Radiophone (Portables)	15%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	0%
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	20%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20.00%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
785	Portable Radiophone (Portables)	20%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
659	Professional Services	0%
659	Professional Services	0%
670	Professional Services	0%
842	Professional Services	0%
682	Radius Products	20%
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%

262	Test Equipment	20%
39	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
2	Video Solutions	10%
488	Video Solutions	10%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** September 16, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Resolution 2014-28 Wastewater Reuse Service Rate

**RECOMMENDATION:** Staff recommends that the Council adopt the Resolution 2014-28 Wastewater Reuse Service Rate

**BACKGROUND:** The City was recently granted an emergency Wastewater Reuse Permit from the Central Valley Regional Water Quality Board (Board) for the 2014 irrigation season. The City has executed an agreement with Martinez Orchards to purchase the treated Wastewater from our facility on an as needed basis. The agreed cost for the water is \$70.00 per acre foot, which is billed on a monthly basis. The City is permitted to establish rates for the use of recycled water by contract, resolution or ordinance, and the rates should bear a reasonable relationship to the cost of providing the recycled water to the customer. The rate being charged to Martinez Orchards is reasonable for that specific project, and staff desires to confirm the rate by resolution. Staff is optimistic that the City will be granted permission from the Board to continue the Wastewater Reuse program on an ongoing basis. In the event that the program is expanded, the City will likely revisit the rate to reflect the cost of establishing a more wide-spread program.

**FISCAL IMPACT:** Estimated revenue is approximately \$8000 which will be applied to the Sewer Enterprise Fund

**RESOLUTION No. 2014-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AMENDING RESOLUTION 2009-02 TO ADD A RATE FOR THE PROVISION  
OF RECYCLED WATER TO MARTINEZ ORCHARDS PURSUANT TO THE  
CITY'S TEMPORARY WASTEWATER REUSE PROGRAM**

**WHEREAS**, The Municipal code of the City of Winters, Section 13.08.110H2 authorizes the City Council to adopt by resolution a schedule of charges and fees for the support of the City's Sewer System;; and

**WHEREAS**, on July 16, 2014 the City was granted permission to begin a Temporary Wastewater Reuse Program with a Notice of Applicability from the Central Valley Regional Water Control Board; and

**WHEREAS**, on July 21, 2014 the City and Martinez Orchards executed an agreement which states that the City will provide recycled wastewater to the plum orchard owned by Martinez Orchards adjacent to the Wastewater Treatment Facility; and

**WHEREAS**, the City and Martinez Orchards agree that the recycled wastewater will be delivered on an as requested basis during the 2014 irrigation season; and

**WHEREAS**, the agreed upon amount for recycled wastewater delivered to Martinez Orchards will be at a rate of Seventy Dollars (\$70.00) per acre foot, to be billed on a monthly basis, which amount is reasonably related to the cost of providing the recycled water to Martinez Orchards; and

**WHEREAS**, the revenue collected from the sale of recycled wastewater will be credited to the Sewer Enterprise Fund;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters does hereby amend Resolution 2013-24 to add a rate for provision of Recycled Water pursuant to the City's temporary wastewater reuse program at seventy dollars (\$70.00) per acre foot, which rate shall be added and incorporated into the City's Rate Schedule for the City's Sewer System, as established pursuant to Resolution 2013-24.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 16th day of September 2014 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Cecilia Aguiar-Curry, MAYOR

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK



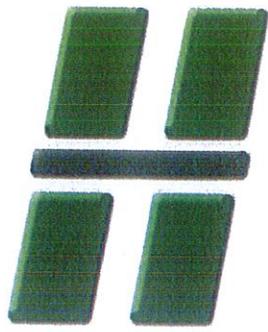
CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: September 16, 2014  
THROUGH: John W. Donlevy, Jr., City Manager *JWD*  
FROM: Carol Scianna, Environmental Services Manager *CS*  
SUBJECT: Purchase of 30 hp House Aerator for Wastewater Treatment Facility

**RECOMMENDATION:** Staff recommends approval to purchase a like new 30hp House Aerator with full warranty not to exceed \$42,000.

**BACKGROUND:** The Wastewater Treatment Facility has been down an aerator for over a year. There has not been an urgency to replace this unit due to the ongoing operations of emptying the the four aeration ponds and removing the biosolids from each of them. The biosolids removal from the last two of the ponds was completed recently and staff is now ready to install a new aerator in order to restart these two ponds. The House unit selected is similar to the two other House aerators the City purchased a few years ago and staff has been very satisfied with their performance. This newer model has made several improvements and we anticipate that the new unit will be even more efficient and reliable. This like new unit with just a few hours of use is under full warranty and is \$9000 less than a new unit. Funds for the aerator have been approved as part to the new budget and will be paid for from the Sewer Capital Improvement funding.

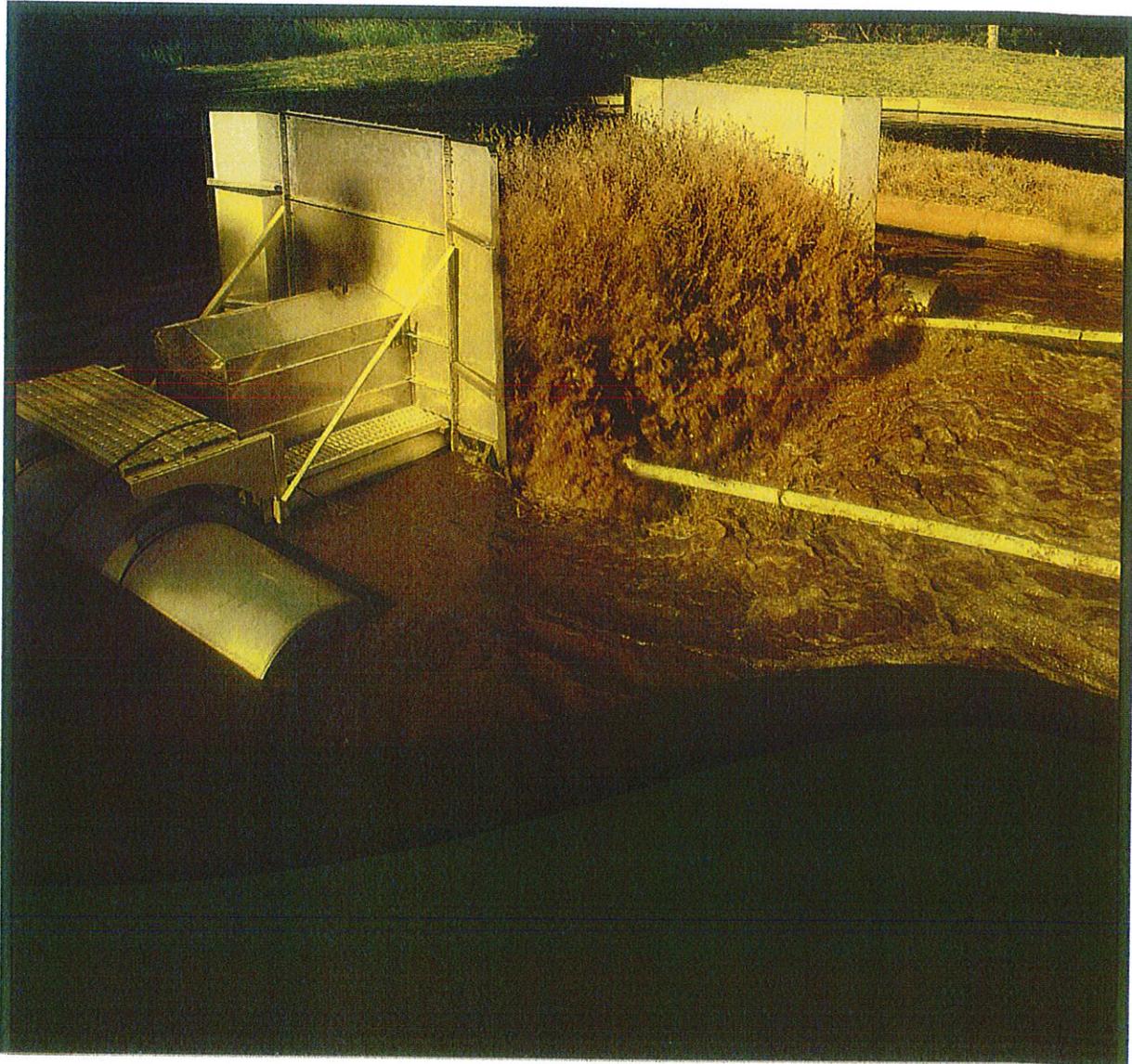
**FISCAL IMPACT:** Not to Exceed \$42,000



ECS  
**House  
Industries**  
INCORPORATED

[www.houseindustriesinc.com](http://www.houseindustriesinc.com)    Cherry Valley, Arkansas

**CITY OF WINTERS, CA WWTP**  
**FLOATING BRUSH AERATOR PROPOSAL**





Attn: Jim Keating  
Severn Trent, Inc.

Equipment Representative: Ray Sprague  
JBI Water, Inc.

Date: September 3<sup>rd</sup>, 2014

Project: City of Winters, CA WWTP

ECS House Industries, Inc., and Ray Sprague, JBI Water, Inc., would like to offer the following Floating Brush Aeration Equipment for City of Winters, CA WWTP Aeration upgrade.

ECS House Industries' Floating Brush Aerators provide effective and efficient wastewater treatment through superior oxygen transfer and mixing rates. The ECS House Industries' Floating Brush Aerators have a Standard Aeration Efficiency of 3.2 lbs.O<sub>2</sub>/hp/hr and mixing rates over 3,500 gpm/hp. The oxygen transfer and mixing rates described above are 25% to 40% better than other styles of surface aeration systems.

The House Brush Rotor design has been utilized in wastewater treatment plants for over 20 years, and has proven to be the industry leader in Floating Brush Aerator Technology. We appreciate the opportunity to bid our equipment for this project. Below is our scope of equipment for this project:

**Offered In This Proposal:**

1. **New 30hp Powdercoated/Stainless Steel Aerator**
- \*2. **Like New 30hp Demo Powdercoated/Stainless Steel Aerator with Full Warranty**

**30HP Powdercoated/Stainless Steel Aerator includes:** Rotor, Blades, Frame, Drive Enclosure and Oxidation Ditch Mooring System are made out of Powdercoated ASTM A36 Steel

Foam Filled Floats, Flootation Band Attachments, Non-Drive End Bearing Cover, Motor Cover, and Splash Shields, are made out of 304L Stainless Steel.

Drive End and Non Drive End Shafts will be made out of 316L stainless steel.

\*Further detailed build characteristics and materials details are in the aerator specifications.

**Option 1**

**Pricing for One (1) New 30hp Powdercoated/Stainless Steel Aerator:**

Equipment: One (1) 30hp Powdercoated/Stainless Steel Aerator	\$ 36,616.15
Startup and Warranty Certification	Included
*Freight	\$ 5,500.00
Total	\$ 42,116.15
* Freight subject to change based on current rates	

The pricing above includes a freight estimate that could change at the time of delivery. Therefore, ECS House Industries reserves the right to add any additional freight costs to final invoice not include any in this Proposal.

**Option 2 \***

**Pricing for One (1) Like New 30hp Demo Powdercoated/Stainless Steel Aerator with Full Warranty:**

Equipment: One (1) 30hp Powdercoated/Stainless Steel Aerator	\$ 33,039.54
Startup and Warranty Certification	Included
*Freight	\$ 5,500.00
Total	\$ 38,539.54
* Freight subject to change based on current rates	<i>Sales tax 24.18% estimate</i>

The pricing above includes a freight estimate that could change at the time of delivery. Therefore, ECS House Industries reserves the right to add any additional freight costs to final invoice not include any in this Proposal.

**Terms & Conditions:**

The terms & conditions of ECS House Industries, Inc. are net 30 days  
There is NO RETAINAGE on this Aerator Project.

**Start-Up Includes:**

ECS House Industries Inc. or JBI Water, Inc. will train plant personnel how to properly maintain the Floating Brush Aerators. They will demonstrate the following:

- Proper oil changing procedure & oil change frequency
- Proper grease lubrication procedures & lubrication frequencies
- Paraflex Coupler alignment & replacement
- Drive & Non-Drive End Bearing replacement
- Review Aerator set-up & trouble shooting guide
- Visual aerator inspection: seal surfaces, bearings, & shafts
- Rotor & blade depth adjustment
- After aerator start-up, JBI Water, Inc. will check the Floating Brush Aerators for proper rotor assembly rotation, and the amperage draw of each electric motor. Each electric motor shall operate at a 90% load based on the nameplate data.
- If any rotor assembly adjustments are necessary to improve the amperage draw and aerator performance, then this adjustment shall be performed in strict accordance to "Aerator Set-Up & Trouble Shooting Guide" provided by ECS House Industries, Inc.
- After Floating Brush Aerators are operating properly, JBI Water, Inc. shall provide documentation reports to the Contractor and Operator certifying the Floating Brush Aerators are operating properly.
- Online Webinars are available to further assist in any start-up and/or training.

**Standard Warranty:**

ECS House Industries, Inc. will provide a one-year warranty on defects in materials and workmanship. This warranty will cover aerators parts, components, and assemblies manufactured by ECS House Industries, Inc. Parts only are covered by this warranty. Freight and labor are not covered under the warranty.

All purchased parts/components used on ECS House Industries, Inc. Floating Brush Aerators will follow the Manufacturer's warranty and warranty procedure. All parts/components purchased by ECS House Industries, Inc. used on floating brush aerator assemblies have a 12 month warranty.

**Process Performance & Aerator Operations:**

- Each ECS House Industries, Inc. 30HP Floating Brush Aerator shall produce 83.7lbs.02/hr.
- ECS House Industries, Inc. Floating Brush Aerators shall produce a minimum pumping rate of 3,500 gpm/hp

**Delivery:**

- ECS House Industries, Inc. can guarantee delivery 6-8 weeks after receipt of approved purchase order agreement

If you have any further questions and/or comments, then please contact me for assistance.

Thank you for the opportunity to become your Wastewater Treatment partner.

Ray Sprague  
JBI Water, Inc.  
(916) 865-4348 Office  
(916) 995-5500 Cell

[raysprague@jbiwater.com](mailto:raysprague@jbiwater.com)  
<http://www.jbiwater.com>

**Prepared By:**

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CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: September 16, 2014  
THROUGH: John W. Donlevy, Jr., City Manager *John*  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Request for Proposal for Project Management Services for Federal Contracts

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**RECOMMENDATION:**

Staff recommends that the City Council approve the attached Request for Proposal (RFQ) for Project Management Services for Federal Projects.

**BACKGROUND:**

The City of Winters currently uses Ponticello Enterprises for our City Engineer and has for several years in the past. Recently, a review of federal procurement procedures during the financial audit discovered that Ponticello Enterprises was not procured using approved Federal Procurement procedures, and the City has been advised that it must repay approximately \$121,000 to CalTrans for work performed by Ponticello on the North Bank Project.

Additionally, CalTrans has informed the City of Winters that it will not reimburse the City of Winters for any work or contracts which has not been procured through the approved federal guidelines. This requires that the City select new project management for federal contracts in order to keep federally funded projects moving forward. These projects include the Dry Slough Bridge Project and the Walnut Lane Roundabout.

City staff is currently working with the County of Yolo to enter into an interagency agreement for the completion of the Dry Slough Bridge, which is allowed under federal procurement procedures, but, Yolo County has informed staff they are not interested in helping with the Walnut Lane Roundabout due to workload issues, and thus the City is required to go through the Request for Proposal procedure to have a City Engineer for Federal Projects to provide engineering and project management services for the Walnut Lane Roundabout, and any additional federal projects that the City might qualify for in the next 3 years.

**FISCAL IMPACT:**

Failure to issue the RFQ and follow Federal Procedures will disqualify the City of Winters from reimbursement for project management services on federally funded projects.

**ATTACHMENTS**

Request for Qualifications



September 9, 2014

To Whom It May Concern:

RE: Statement of Qualifications to provide complete Project Management Services.

If any questions or concerns call 530-795-491 x 101.

Thank you,

Nanci Mills, City Clerk  
City of Winters

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### City of Winters

Notice is hereby given that the City of Winters is soliciting a “Statement of Qualifications” (SOQ) to provide Project Management services associated with the delivery of federal aid projects administered by FHWA. The City will follow the one step “Request for Qualifications” (RFQ) method as set forth in the Caltrans Local Assistance Procedures Manual (LAPM). The selected firm will be required to enter a three year consultant agreement with the City. The agreement will conform to the “Consultant Agreement Outline” of Chapter 10 of the LAPM.

Qualified consultants not selected for the project management services contract will be placed on a “Prequalified Consultant List” and be eligible for future project specific tasks. Three (3) copies of the SOQ should be sent to:

John Donlevy, City Manager  
City of Winters  
318 First Street  
Winters, CA 95694  
[john.donlevy@cityofwinters.org](mailto:john.donlevy@cityofwinters.org)

SOQs must be received prior to 12:00 NOON Friday, September 26, 2014. Selected firms may be contacted for interviews with a consultant selection committee. All applicants will be notified of the results.

SOQ should not exceed five (5) pages, exclusive of resumes or references and contain:

- Qualifications of key personnel.
- Related projects key personnel have worked on.
- Qualifications and experience of the firm or individual.
- Organization chart.
- References.

Questions regarding this RFQ should be directed to City Manager as noted above.

**RFQ for Project Management Services**

Sent to the following:

Stantec  
1201 J Street  
Sacramento, CA 95814

Lionakis  
1919 19<sup>th</sup> Street  
Sacramento, CA 95811

David Keith  
Keith & Associates  
114 Main St. Ste 310  
Jackson, CA 95642

Cal State Engineering  
427 Broadway  
Jackson, CA 95642

Larry Ito  
Ardor Consulting Corp  
2908 Hutley Corp  
El Dorado Hills, CA 95762

Bruce Brubaker  
Design, Community & Environment  
1625 Shattuck Ave. Ste 300  
Berkeley, CA 94709

CTA Engineering & Surveying  
3233 Monier Circle, Ste 1  
Rancho Cordova, CA 95742

Orin Bennet  
Bennet Engineering  
1082 Sunrise Ave. Ste 100  
Roseville, CA 95661

HDR  
2365 Iron Point Rd. Ste 300  
Folsom, CA 95630

David Mogavero  
Mogavero Notestine Assoc.  
2012 K Street  
Sacramento, CA 95811

Rika Minamide  
Cynthia Easton Architects  
4532 Freeport Blvd.  
Sacramento, CA 95822

Jacobs  
180 Promenade Circle, Ste 300  
Sacramento, CA 95834

CH2M Hill  
2485 Natomas Park Dr.  
Sacramento, CA 95833

Debra Sanchez  
Facilities Management & Design  
5960 Land Park Dr. #112  
Sacramento, CA 95823

Charlie Moore  
KASL Consulting Engineers  
7777 Greenback Lane, Ste 104  
Citrus Heights, CA 95610

Peter Owen  
TRS Consultants, Inc.  
2000 "O" St Ste 200  
Sacramento, CA 95815

Dokken Engineering, Inc  
2365 Iron Point Rd. Ste 200  
Folsom, CA 95630

Scott Butler  
Interwest Consulting Group  
9300 W. Stockton Blvd. #105  
Elk Grove, CA 95858

Weber, Ghio Engineering  
394 E St. Charles St.  
San Andreas, CA

Area West Engineering, Inc.  
7478 Sandalwood Dr. Ste 400  
Citrus Heights, CA 95621

GJF Engineering  
188 Bradford St.  
Sonora, CA 95370

Raymond Vail  
Willdan  
2150 River Plaza Dr. #300  
Sacramento, CA 95833

Kim Koski  
Koski Sullivan  
2748 21<sup>st</sup> Street  
Sacramento, CA 95819-3155

Greg Bickett  
5616 Benhenry Ct.  
Rocklin, CA 95677

Fehr and Peers Associates, Inc  
2990 Lava Ridge Court, Ste 200  
Roseville, CA 95661

Linda Sinnwell  
Carlton Engineering Inc.  
3883 Ponderosa Rd.  
Shingle Springs, CA 95682

Siegfried Engineering Inc.  
3244 Brookside Rd. Ste 100  
Stockton, CA 95219

Baker-Williams Engineering  
6020 Rutland Dr. Ste 19  
Carmichael, CA 95608-0515

Weatherby-Reynolds  
206 Peek Street  
Jackson, CA 95642



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** September 16, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Project Concept Proposal for Grant to Study Options for Pedestrian/Bike access on Grant Ave between El Rio Villa and the Winters

**RECOMMENDATION:** Staff recommends support to submit an Initial Project Concept Proposal in the amount of \$70,824, that will require a partner match of \$9176 to establish a preferred option to facilitate a safe pedestrian and bicycle access along Grant Ave/ State Route 128 between El Rio Villa and Winters. Grant is submitted to SACOG and the funding source is the Caltrans Sustainable Communities Grant Program.

**BACKGROUND:** There has been a long standing goal of creating a safe pathway for pedestrians and bicycles to travel between El Rio Villa and the City. Staff has communicated with Yolo Housing Authority and Yolo County and both are very supportive of the Cities efforts to determine what the preferred option for a Hwy 505 crossing and identifying funding sources to construct the preferred option. The study area of this proposal begins at Grant Ave/SR 128 and Morgan Street extending to El Rio Villa Fredericks St.

**FISCAL IMPACT:** City expects that the partner match will be split between the 3 partners equally, Winters is estimated to be \$3058.



## INITIAL PROJECT CONCEPT

Project Title: Grant Avenue/State Route 128/Russell Boulevard Pedestrian/Bicycle Facilities Improvements Project Study Report-Project Development Support (PSR-PDS)

Caltrans Grant Program: Sustainable Communities Grant Program

Requested amount: \$70,824 (\$9,176 (or 11.47% of \$80,000) will come from the project partners)

Project Partners: City of Winters, Yolo County, and the Yolo County Housing Authority

Project Purpose: The purpose of the PSR-PDS is to establish a preferred option to facilitate safe pedestrian and bicycle access along Grant Avenue/State Route 128 (SR128)/Russell Boulevard between the El Rio Villa housing community and the city of Winters; to identify construction, right of way, and support costs; to determine the appropriate level of environmental review and Caltrans approval; and to identify future funding sources to advance the project.

Proposed Scope of Work: The following information shall be included in the PSR-PDS:

- Alignment and right-of-way requirements
- Pedestrian and bike path length
- Options for Interstate 505 (I-505) overcrossing improvements, including modifications to existing overcrossing, construction of new pedestrian/bike over or undercrossing.
- Access to adjacent properties
- Impacts to adjacent properties
- Utility relocations
- Permitting requirements
- Environmental constraints
- Construction staging
- Construction sequencing
- Project cost estimates
- Project schedule
- Potential funding sources

Study Area/Project Location: The study area is located along the Grant Avenue/SR 128/Russell Boulevard Corridor, from Morgan Street (Post Mile YOL 9.11) in the city of Winters to the El Rio Villa housing development (0.64 miles east of Post Mile YOL 9.81)

in unincorporated Yolo County. It is approximately 7,100 lineal feet in length. A map of the study area has been included for reference.

*Project Background:* Caltrans funded consultant services from Moore Iacofano Goltsman, Inc. ("MIG") through the Planning Public Engagement Contract (PPEC) grant to develop a community-based plan that identifies the preferred conceptual pedestrian, bike and roadway improvements for the Grant Avenue/SR 128/Russell Boulevard Corridor from Railroad Avenue east across the I-505 interchange to El Rio Villa in Yolo County. This plan, *The City of Winters Grant Avenue/SR 128/Russell Boulevard Complete Streets Concept Plan*, was completed in December 2010 and unanimously approved by the Winters City Council in February 2011.

During the community plan process, many members of the community identified the corridor as an essential pedestrian and bicycle connection between El Rio Villa and the city of Winters. There are no improved paths of travel for pedestrians and bicyclists, with the only existing pedestrian facilities on the overpass being two narrow, non-accessible sidewalks. Bicyclists must share the road with vehicular traffic and pedestrians must use the shoulders. Bicyclists and pedestrians have consistently indicated that the existing facilities are major constraints to walking and bicycling through the corridor.

#### *Project Support*

The City of Winters, Yolo County, Caltrans and Yolo County Housing Authority are all supportive of a safe bicycle and pedestrian path from El Rio Villa housing development to the city of Winters.

The project is supported by numerous adopted goals, policies and implementation strategies, including the Winters General Plan (1992), Yolo County 2030 General Plan (2009), City of Winters Bikeway System Master Plan (2013), and the SACOG Regional Bicycle, Pedestrian, and Trails Master Plan (2011).

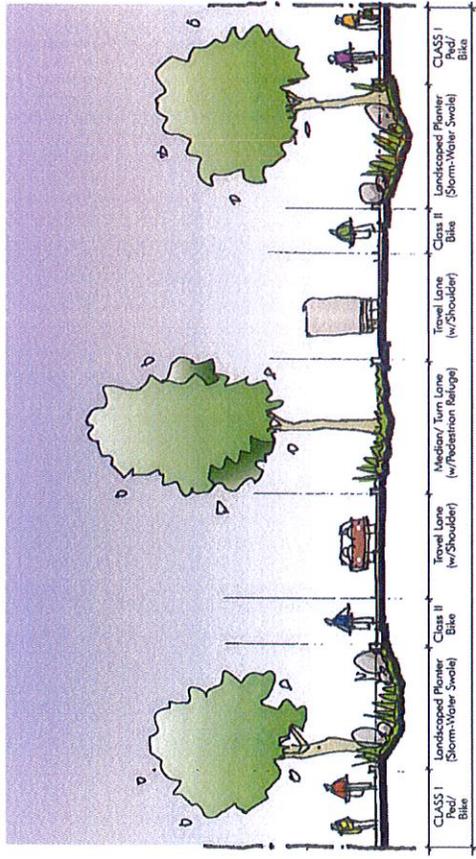


FIGURE 5-1: CROSS SECTION OF COMPLETE STREETS CONCEPT A (RAILROAD AVENUE TO EAST MAIN STREET)

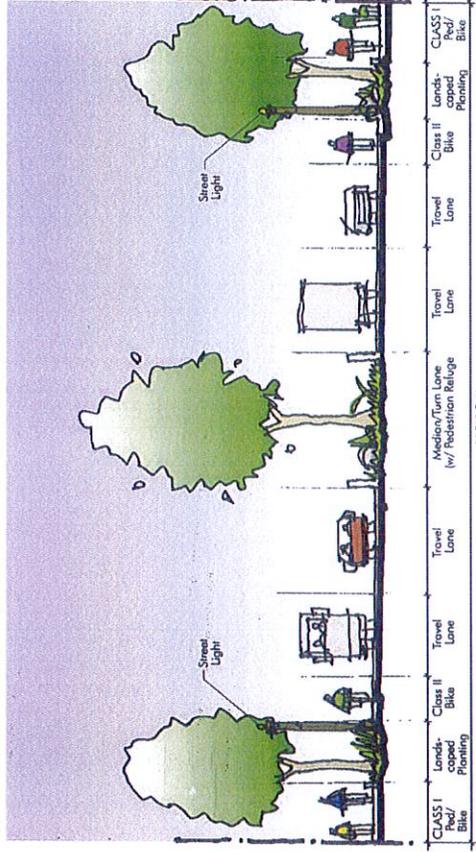


FIGURE 5-2: CROSS SECTION OF COMPLETE STREETS CONCEPT B (EAST MAIN STREET TO I-505 INTERCHANGE)

- Legend**
- Existing Roadway
  - Proposed Future Roadway
  - Existing Signalized Intersection
  - Proposed Class I Bicycle & Pedestrian Facilities
  - Proposed Class II Bicycle & Pedestrian Facilities
  - Proposed Roundabout
  - Proposed Signalized Intersection (City of Winters)
  - Proposed Future Roadway
  - Proposed Landscaping Buffer
  - Caltrans/City of Winters Right of Way

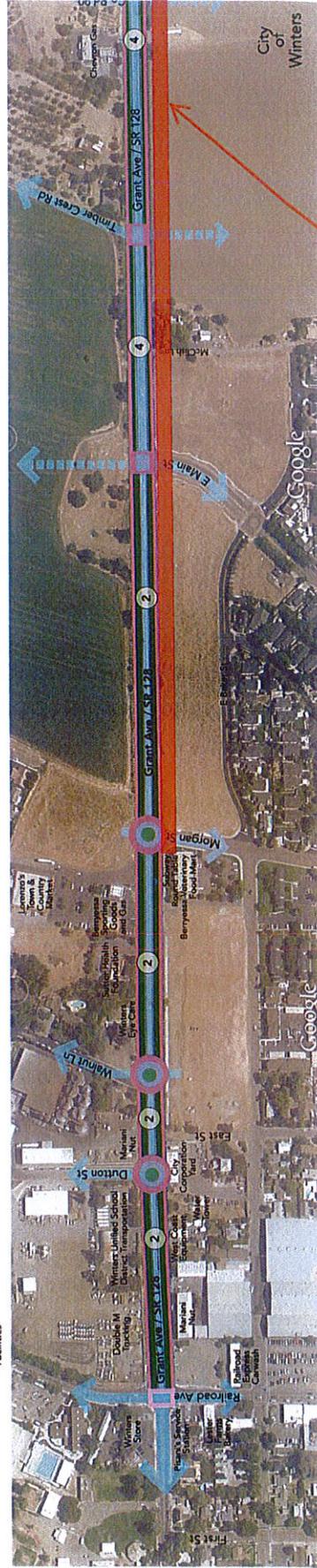


FIGURE 5-3: PLAN VIEW OF COMPLETE STREETS CONCEPT

Opposite page left: Cross section of the preferred Complete Streets Corridor Concept between Railroad Avenue and East Main Street.  
 Opposite page right: Cross section of the preferred Complete Streets Corridor Concept between East Main Street and the I-505 interchanges.  
 Right: Cross section of the preferred Complete Streets Corridor Concept east of the I-505 interchange.

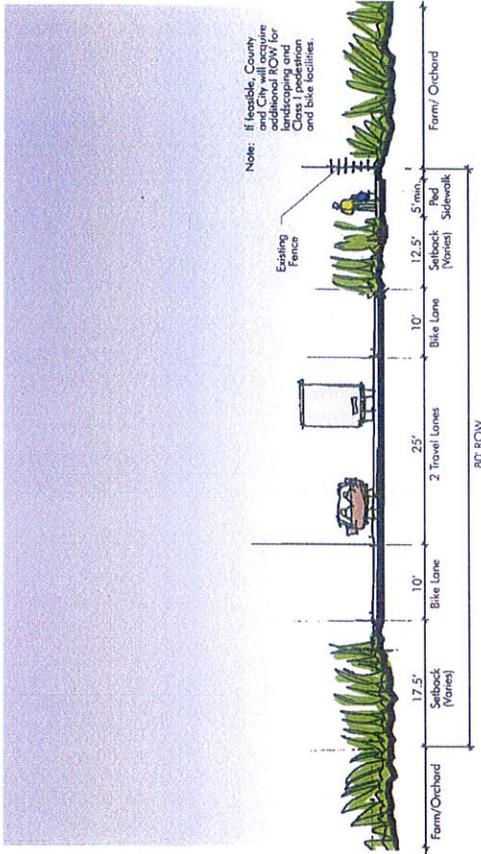


FIGURE 5-4: CROSS SECTION OF COMPLETE STREETS CONCEPT (COUNTY ROAD)

- Legend
- Existing Roadway
  - Existing Signalized Intersection
  - Proposed Class I Bicycle & Pedestrian Facilities
  - Proposed Class II Bicycle & Pedestrian Facilities
  - Proposed Future Roadway
  - Proposed Landscaping Buffer
  - Proposed Roundabout
  - Proposed Signalized Intersection (City of Winters)
  - 2 Travel Lanes with Turn Lanes
  - 4 Travel Lanes with Turn Lanes
  - Caltrans/City of Winters Right of Way



FIGURE 5-3: PLAN VIEW OF COMPLETE STREETS CONCEPT

Ped/Bike Path