



# City Council Staff Report

DATE: March 16, 2016 CONSENT AGENDA  
SUBJECT: RATIFY CONTRACT WITH COMSERCO, INC., FOR PURCHASE AND  
INSTALLATION OF BI-DIRECTIONAL ANTENNA  
FROM: David H. Ready, City Manager  
BY: Police Department

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## SUMMARY

On December 3, 2014, City Council accepted a State Homeland Security Program Grant from the Federal Emergency Management Agency via the California Governor's Office of Emergency Services and the Riverside County Office of Emergency Services in the amount of \$53,175. The grant funds are intended for the purchase and installation of a bi-directional antenna in the south end of Palm Springs to improve the radio coverage in this area. The bi-directional antenna will communicate directly with our existing 800mhz radio equipment on Edom Hill, which is under warranty with Motorola, and will be installed by Motorola's local service provider, ComSerCo Inc., for the Eastern Riverside County Interoperable Communications Authority (ERICA) system. On February 22, 2016, the Palm Springs Police Department received final State approval to complete the project with a stipulation that the project be completed within 12 weeks.

## RECOMMENDATION:

1. Ratify the contract with ComSerCo, Inc., for the sole-source purchase and installation of a bi-directional antenna in the amount of \$53,174.77.

## STAFF ANALYSIS:

The bi-directional antenna will provide an enhancement to the interoperable communications of ERICA (Eastern Riverside County Interoperable Communications Authority) in the south end of Palm Springs. The installation of a bi-directional antenna will improve radio transmission, reception, and overall system functionality. Additional benefits include expanding and integrating disaster communications capabilities among emergency responders.

The Desert Water Agency agreed to allow the bi-directional antenna to be installed on their water reservoir site located at 38725 S. Palm Canyon Drive as per the Memorandum of Understanding (MOU) approved by the City Council (attached).

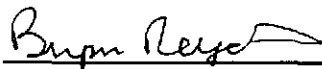
ITEM NO. 2K

Motorola has designated ComSerCo Inc. of Riverside as the authorized Motorola channel partner of all maintenance and equipment installation for the entire ERICA system. As such, pursuant to the provisions of section 7.04.020 of the Municipal Code, the City Council may authorize this sole-source purchase and installation of the antenna from ComSerCo, Inc.

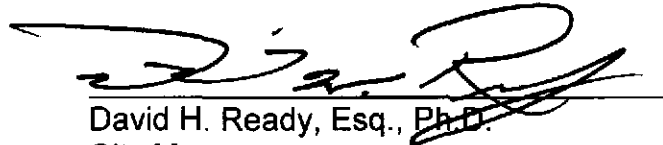
Due to the timeline required to complete the project and meet the stipulations of the grant, the City Manager executed the agreement with ComSerCo in the amount originally authorized for the grant by the City Council. The original action by Council included the acceptance of the grant and the MOU with DWA. This action awards the expenditure of the grant funds to ComSerCo as a sole-source vendor.

FISCAL IMPACT:

The project cost is covered by the State SHSPG 2014 Tower Grant – Fund 261-3201-52103.



Bryan Reyes  
Police Chief



David H. Ready, Esq., Ph.D.  
City Manager

Attachments:

- 1) Quotation from ComSerCo
- 2) ComSerCo Sole-Source designation from Motorola
- 3) MOU with Desert Water Agency for site
- 4) Approved Staff Report, December 2, 2015



## City Council Staff Report

DATE: December 3, 2014

CONSENT CALENDAR

SUBJECT: ACCEPT A FY2014 STATE HOMELAND SECURITY PROGRAM GRANT FROM FEDERAL EMERGENCY MANAGEMENT AGENCY VIA THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES AND THE RIVERSIDE COUNTY OFFICE OF EMERGENCY SERVICES IN THE AMOUNT OF \$53,175.00.

FROM: David Ready, City Manager

BY: Palm Springs Police Department

### SUMMARY

It is recommended that the City Council authorize the City Manager to accept \$53,175.00 in State Homeland Security Program grant funding for the Palm Springs Police Department to purchase and install a bi-directional antenna (BDA) in the south end of Palm Springs.

### RECOMMENDATION:

1. Accept a grant fund from the California Governor's Office of Emergency Services through the Riverside County Office of Emergency Services in the amount of \$53,175.00.
2. Approve a Memorandum of Understanding (MOU) with the Desert Water Agency for installation of a bi-directional antenna to improve radio transmission, reception, and overall system functionality at 38725 South Palm Canyon Drive, at no cost to either agencies.
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The police department submitted a FY2014 State Homeland Security Program (SHSP) grant to the California Governor's Office of Emergency Services to purchase and install a bi-directional antenna (BDA) in the south end of Palm Springs.

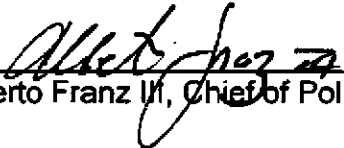
ITEM NO. 20

The BDA will provide an enhancement to the interoperable communications of ERICA (Eastern Riverside County Interoperable Communications Authority) in the south end of the city. The installation of a bi-directional antenna will improve radio transmission, reception, and overall system functionality. Additional benefits include expanding and integrating disaster communications capabilities among emergency responders.

The Desert Water Agency has agreed to allow the BDA to be installed on their water tank site located at 38725 S. Palm Canyon Drive.

FISCAL IMPACT:

This is a reimbursable cost grant program; no matching funds are required to obtain this grant funding and there is no impact to the General Fund.

  
\_\_\_\_\_  
Alberto Franz III, Chief of Police

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments:

1. Award of FY 14 State Homeland Security Program
2. Proposed Tower at Water Tank Site - 38725 S. Palm Canyon Drive
3. Site Plan and Details
4. MOU with DWA



February 25, 2012

Dear Dora,

Motorola Solutions, Inc. ("Motorola") is the leader in communications systems for the Government and Public Safety market and is pleased to have the City ( ERICA ) as a valued customer. The complex systems Motorola provides are designed and integrated by Motorola and the radio subscriber and other products we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners. Further, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts inventory sufficient to support its warranty, maintenance and support services obligations.

Proper maintenance and installation of the City's equipment is necessary to protect the City's investment. The Motorola authorized shop assigned to servicing the ERICA system maintenance is Com Ser Co. Any factory certified modifications or enhancements (additions) to the hardware or software for your radio system should be provided by Motorola or the authorized servicer assigned to service your existing Motorola maintenance agreement. When installations are done on a Motorola Installation Agreement (IA) and services are provided by the authorized shop, you have Motorola backing the work that is done on that installation agreement. As a customer you can enjoy continuity of service with the company most qualified and familiar with servicing your equipment.

I would be pleased to answer any questions you might have concerning maintenance and support of your Motorola-manufactured equipment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kandi Bahr-Smith'.

Kandi Bahr-Smith  
Motorola Solutions, Inc  
Customer Support Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PALM SPRINGS AND DESERT WATER AGENCY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and effective this <sup>3<sup>rd</sup></sup> day of ~~January~~ <sup>January</sup>, 20~~14~~, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and the Desert Water Agency, a California special district ("DWA").

**RECITALS**

Whereas, the City operates the Palm Springs Police Department ("PSPD") to provide public safety services to the residents of City;

Whereas, PSPD utilizes radio as a form of communication with officers working in the field;

Whereas, PSPD is currently without radio service at the south end of the City due to the absence of a radio antenna in the area;

Whereas, DWA owns property at 38725 S. Palm Canyon Drive in the City of Palm Springs, which is commonly referred to as the Palm Springs South Reservoir Site (the "Site"); and

Whereas, DWA desires to assist PSPD in obtaining radio coverage in the South end of the City by allowing the City to install an antenna and related equipment at the Site in order to benefit the community.

NOW, THEREFORE, City and DWA agree as follows:

1. **Equipment Installation.** DWA will allow City to install and maintain, free of charge, a radio antenna and related equipment (the "Equipment") at the Site in accordance with the drawings attached hereto as Exhibit "A" and incorporated herein by reference. City shall be solely responsible for all costs and expenses related to the installation and removal of Equipment.
2. **Access.** DWA will allow City access to the Site for purposes of installation and maintenance of the Equipment and will provide City with a cyber-key to unlock the gate at the entrance to the Site.
3. **Termination.** The Memorandum of Understanding shall continue until terminated by one or both of the parties. Either party may terminate this Memorandum of Understanding with or without cause upon sixty (60) days written notice to the other of the date of termination ("Termination Date"). Upon termination by DWA, City shall remove the Equipment from the Site within ten (10) days of the Termination Date. Equipment not removed within this period shall be deemed to be abandoned and DWA may dispose of the same in the manner it deems most appropriate. City shall be solely responsible for the costs of such removal.
4. **Indemnification.** City shall indemnify, defend, and hold harmless DWA, its elected and appointed officials, officers, employees and agents, with counsel reasonably acceptable to DWA, from and against any and all claims, demands, judgments, actions, damages, loss, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of

the City's installation and maintenance of the Equipment at the Site, except to the extent that such claims, actions, and damages are caused by DWA's control and operation of its Site. The obligations of the parties under this section shall survive the termination of this Memorandum of Understanding.

5. Insurance. City shall, as a condition precedent to execution of this MOU by DWA, furnish to DWA, and at all times during the existence of this MOU maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy, including but not limited to coverage for premises operations, explosion and collapse hazard, underground hazard, contractual insurance, property damage, independent contractors and personal injury or death in comprehensive form, in protection of DWA, its elected and appointed officials, officers, boards, commissions, agents and employees, protecting DWA and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of City under this Agreement, with minimum liability limits of Two Million Dollars (\$2,000,000) for personal injury or death of any one person and Five Million Dollars (\$5,000,000) for personal injury or death of two or more persons in any one occurrence, and Two Million Dollars (\$2,000,000) for damage to property resulting from any one occurrence. DWA shall be named as an additional insured and such insurance shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to DWA at least thirty (30) days in advance of the effective date thereof. The insurance policy shall contain the following endorsements: (a) naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured; and (b) the provisions of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured thirty (30) days written notice.
6. No Restrictions on DWA's use of the Site. DWA's use of the Site shall not be restricted or impacted by City's use of the Site for the Equipment.
7. Prohibition Against Assignment of Subletting. City shall not assign or sublet any portion of the Site or the Equipment to any other party without the prior written consent of DWA, which consent shall be given in DWA's sole discretion.
8. Notice. Any written notice provided pursuant to this Memorandum of Understanding, will be made by certified or registered mail, return receipt requested, or reliable overnight courier and delivered to the following address:

To City: City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA. 92262  
ATTN: City Clerk

To DWA: Desert Water Agency  
1200 S. Gene Autry Trail  
Palm Springs, CA. 92264

Notice shall be deemed to be received three (3) calendar days from the date notice is mailed in accordance with this section.

9. Amendments: This MOU may only be modified by written agreement of City and DWA.

**[SIGNATURES ON FOLLOWING PAGE]**



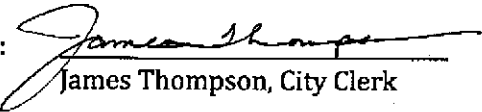
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized officers.

CITY OF PALM SPRINGS

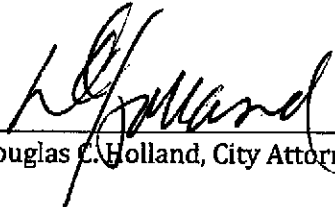
By:  AF. 12-9-14  
David Ready, City Manager

APPROVED BY CITY COUNCIL  
12-3-14 20 Abb31

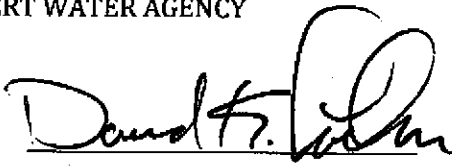
ATTEST

By:   
James Thompson, City Clerk

APPROVED AS TO FORM:

By:   
Douglas C. Holland, City Attorney

DESERT WATER AGENCY

By:   
Name: DAVID K. LUKER  
Title: GENERAL MANAGER



# ComSerCo, Inc.

Two-Way Radio Sales - Service - Rentals  
Computer Sales - Phone Systems - CCTV - Paging  
Public Safety Emergency Vehicle Fabrication

Steve Hall  
1445 Spruce St. Suite B  
Riverside, CA 92507  
800-453-9880 ext.303  
951-684-8604

Customer # **03425M**  
Customer / Bill to Palm Springs PD  
Address : 200 S Civic Dr.  
City / St. / Zip Palm Springs, Ca. 92262  
Contact : Dora Melanson  
Phone # : (760) 323-8109  
Fax # :  
E-mail Address dora.melanson@palm Springs.ca.gov  
Company  
Address :  
City / St. / Zip

Sales Tax Area	Quote Date
9.00%	03/03/16
Contact Title	Sales Order
	179-15-028
	PO #

Phone Number  
Ultimate Dest. Zip

### Quotation Valid For 30 Days

Quote Number **179-15-028**

Item	Qty	Model	Description	Unit Price	Ext. Price
1	1	61-89A-50-A15-G1	800 MHz Signal Booster	\$13,482.00	\$13,482.00
2	1	CSCBM0Y8905	800 MHz Yagi Antenna (Donor)	\$152.00	\$152.00
3	1	CSCSP440-SF2SNF	800 MHz Panel Antenna (Distribution)	\$473.00	\$473.00
4	300	CSCLDF5-50A	7/8" Heliac Transmission Line	\$8.14	\$2,442.00
5	2	CSCL5TNF-PS	7/8" Heliac Connector (N-Female)	\$44.88	\$89.76
6	2	CSCF4A-NMNM	1/2" Superflex Jumper (N-Male)	\$105.16	\$210.32
7	1	CSCCL10X10X6	Secure Chainlink Enclosure	\$450.00	\$450.00
8	1	CSCBDAMTKT	Mounting Hardware for BDA	\$150.00	\$150.00
9	1	CSCLIFT40	40' Manlift	\$750.00	\$750.00

**Scope of Work:** Pour concrete base for RF amplifier. Install panel antenna on customer installed 30' monopole. Trench ground 24" deep and install 3" PVC conduit from BDA to to monopole location. Run 300' of 7/8" heliex from BDA to top of 30' monopole and terminate. Mount BDA and donor antenna outside existing chain link on west side of east tank. Run underground electrical 24" deep from Edison power source to BDA and terminate. Install 4' X 4' X 6' chain link fencing around BDA for security. Power up BDA, test and optimize for coverage into the So. Palm Canyon Area.

Equipment Total	\$18,199.08
Shipping	\$364.01
Sales Tax	\$1,670.68
Installation	\$32,941.00
Grand Total	\$53,174.77
Down Payment	
Balance Due	\$53,174.77

Labor/Installation will be paid at Prevailing Wages per Federal Law.

Comserco shall comply with all City of Palm Springs insurance requirements and this quotation is inclusive of all costs associated with providing compliant insurance and pyment and Performance Bonds.

This quote is subject to all terms and conditions of Attachment A & B.

Approved By:

*B. Reynolds*  
  
Customer Signature & Title  
CITY MANAGER  
Date: 3/3/16

Contractor Signature & Title  
Date: 3/3/16

\*\*\*\*Com Ser Co Proprietary\*\*\*\*

APPROVED BY CITY MANAGER  
03/03/2016  
ACCEPTANCE OF GRANT

APPROVED BY CITY COUNCIL  
12/03/2014 2.D.  
ACCEPTANCE OF GRANT  
NTE 53,175



**THESE TERMS AND CONDITIONS APPLY TO ALL TRANSACTIONS EXCEPT LEASES, CONDITIONAL SALES, CHATTEL MORTGAGES, RETAIL INSTALLMENT CONTRACTS AND RENTAL AGREEMENTS, WHICH CONTAIN APPLICABLE TERMS AND CONDITIONS PRINTED THEREIN.**

1. **ACCEPTANCE.** This document is an offer by the Buyer which will become a contract when acknowledged in writing by COMSERCO'S Sales office, and banking, negotiation or other use of the downpayment shall not constitute an acceptance hereof by COMSERCO. It is agreed that sales are made only on the terms and conditions herein. COMSERCO shall not be bound by terms and conditions in Buyer's purchase order or elsewhere unless expressly agreed to in writing in the absence of written acceptance of these terms. Acceptance of or payments for purchases hereunder shall constitute an acceptance of these terms and conditions.
2. **SHIPPING AND HANDLING.** Shipping and Handling charges when shown separately on the sales order include (prepaid) domestic service and air freight which will be included on the applicable invoice (e.g. U.P.S. Parcel Post, Common Carrier.) Freight charges are subject to frequent change and in consideration of COMSERCO'S agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that COMSERCO will not have to provide Buyer with any copies of carrier freight bills.
3. **DELIVERY, PAYMENT, INSTALLATION, TITLE AND SECURITY.** (a) Unless otherwise stated on the sales order, all deliveries are FOB COMSERCO, Riverside, California. Shipping or delivery dates are best estimates only. COMSERCO reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Claims for shipment storage shall be deemed waived unless presented to COMSERCO in writing within forty-five (45) days of delivery of each shipment. **IN NO EVENT SHALL COMSERCO BE LIABLE FOR INCREASED COSTS, LOSS OR PROFITS, OR GOODWILL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES** due to late or non-delivery of products or installation. Title to products sold shall pass to Buyer at the FOB point. COMSERCO shall retain a security interest and right of possession in the products until Buyer makes full payment. Buyer agrees to cooperate in whatever manner necessary to assist COMSERCO in perfection of said security interest upon request. (b) If Buyer elects to have COMSERCO install the equipment, COMSERCO agrees to install the equipment described on the front of this order. The equipment will be set at the level stated in the Motorola National Service Installation Standards. (c) A specific installation time and place will be scheduled for installation of Buyer's equipment. Buyer will be required to deliver its vehicle to the agreed upon COMSERCO service shop for installation services. The Buyer will be required to give one business day notice of rescheduling and there will be a charge of \$500.00 to cover COMSERCO'S costs if such notice of rescheduling is not made.
4. **DISCLAIMER OF LIABILITY FOR CELLULAR OR OTHER RADIOTELEPHONE SYSTEM.** COMSERCO as an equipment dealer can make no specific representation regarding Cellular or other Radiotelephone System. For more specific or detailed information the carrier should be contacted. COMSERCO EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, EQUIPMENT COMPATIBILITY, SYSTEM DOWNTIME OR BILLING PRACTICES.
5. **PACKAGING AND PACKING.** All packaging and packing shall be in accordance with good commercial practice.
6. **Cancellation Charges.** If this agreement is cancelled by the Buyer prior to delivery for other than the default of COMSERCO and at Buyer's convenience, Buyer shall pay COMSERCO 20% of the total price for all products, accessories, installation and services listed on the sales order to defray restocking and administrative costs involved in the sale as liquidated damages and not as a penalty.
7. **PAYMENT.** Payment terms are twenty percent (20%) down with remaining balance due upon delivery of equipment unless otherwise stated on the front of the sales order. If delivery or installation is delayed by the Buyer, C.O.D. balances or lease payments will be due and payable within fourteen (14) days from the originally scheduled delivery or installation date. Except for the amount, if any, of state and local tax stated on the other side of this document, the prices set forth herein are exclusive of any amount for Federal, State and or Local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or COMSERCO is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Buyer shall pay to COMSERCO the full amount of any such increase no later than ten (10) days after receipt of an invoice therefor.
9. **DELAYS.** COMSERCO shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include but are not limited to strikes, acts of God, acts of the Buyer, interruption of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in FCC frequency authorization or license grant. The delivery and installation schedule shall be considered perform because of any cause beyond it's control, ComSerCo may terminate any contract without any liability to Buyer.
10. **TECHNICAL ASSISTANCE.** Manufacturers warranty shall not be enlarged and no obligation or liability shall arise out of COMSERCO'S rendering of technical advice, facilities or service in connection with Buyer's purchase of the products furnished.
11. **FCC MATTERS.** The Buyer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with the FCC rules and regulations of any other federal, state or local regulatory agency. Neither COMSERCO or any of its employees is an agent or representative of the Buyer in FCC matters or otherwise.
12. **CONTROLLING LAW.** This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of California.
13. **LIMITATION OF LIABILITY.** EXCEPT FOR PERSONAL INJURY, COMSERCO'S TOTAL LIABILITY WHETHER FOR BREACH OF CONTRACT, WARRANTY NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THE TOTAL PRICE OF THE PRODUCTS SOLD HEREUNDER, BUYER'S SOLE REMEDY IS TO REQUEST COMSERCO'S OPTION TO EITHER REFUND THE PURCHASE PRICE, REPAIR OR REPLACE PRODUCT(S) THAT ARE NOT AS WARRANTED, IN NO EVENT WILL COMSERCO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.
14. **WAIVER.** The failure of COMSERCO to insist in any one or more instances upon the performance of any of the terms, covenants or conditions herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
15. **COMSERCO'S EXPENSES.** Buyer shall pay to COMSERCO all costs and expenses including without limitation reasonable attorney's fees and the fees of the collection agencies and court costs, incurred by COMSERCO in exercising any of its remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
16. **GENERAL.** (a) Buyer acknowledges that it has read and understands these terms and conditions and agrees to be bound by them, that it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to subject matter hereof. (b) No modification hereof shall be binding upon COMSERCO unless such modification is in writing and signed by a duly authorized representative of COMSERCO. (c) If any term or provision of this agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable.