

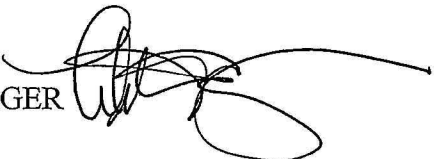


MEETING DATE: 10/3/05  
ITEM NO. 7

## COUNCIL AGENDA REPORT

DATE: September 21, 2005

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER 

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR PURCHASE AND INSTALLATION OF EQUIPMENT WITH XYBIX SYSTEMS, INC.

### RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute an amendment to the agreement to purchase and install equipment from XYBIX Systems, Inc. for the Police Department Communications Center upgrade project.

### BACKGROUND:

The Police Department has engaged in an upgrade of the 911 Emergency Communications Center. The original contract for services amounted to \$24,916.69. Additional purchases of equipment and installation costs have exceeded the \$25,000 limit the Town Manager is authorized to approve.

### DISCUSSION:

The State of California Department of General Services Telecommunications Division funds the acquisition of hardware and related software for the operation of local agency 911 services. The State currently has funds in the amount of \$176,000 available to the Town for acquisition of equipment for use in 2005. The Police Department has engaged in an upgrade of the Communications Center and intends to use the money currently held by the State to fund the project.

XYBIX Systems, Inc. is one of the vendors selected to work on this project by providing furniture and equipment replacement. The first segment of work to be completed by September 23, 2005 resulted in an invoice in the amount of \$24,916.69. This amount was previously approved by the

PREPARED BY: Scott Seaman  
Chief of Police



Reviewed by: PS Assistant Town Manager CL Town Attorney \_\_\_\_\_ Clerk Administrator  
\_\_\_\_\_ Finance \_\_\_\_\_ Community Development

Revised: 9/27/05 1:57 pm

PAGE 2

MAYOR AND TOWN COUNCIL

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE TOWN MANAGER TO  
EXECUTE AN AMENDMENT TO THE AGREEMENT FOR PURCHASE AND  
INSTALLATION OF EQUIPMENT WITH XYBIX SYSTEMS, INC.

September 21, 2005

Town Manager for payment upon completion of the project. As the project progressed, it became necessary to purchase additional equipment and incur installation costs. These additional purchases amount to \$2,194.33. The total cost for the project is \$27,111.02 which is over the amount the City Manager is authorized to approve.

CONCLUSION:

Staff recommends Council adopt the resolution authorizing the Town Manager to execute an amendment to the agreement for purchase and installation of equipment with XYBIX, Systems, Inc.

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined under CEQA.

FISCAL IMPACT:

None. The Town will be reimbursed by the State for expenses relating to the 911 system upgrade.

Attachments:

1. Resolution
2. Amendment to contract

Distribution:

General Distribution.

RESOLUTION NO.

RESOLUTION OF THE TOWN OF LOS GATOS AUTHORIZING THE TOWN MANAGER  
TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR PURCHASE AND  
INSTALLATION OF EQUIPMENT WITH XYBIX SYSTEMS, INC.

**WHEREAS**, a previous contract agreement with the Town of Los Gatos and XYBIX Systems, Inc. numbered 05.117 has been approved; and,

**WHEREAS**, further work on the Emergency Communications Center 911 upgrade project required the purchase and installation of additional equipment: and,

**WHEREAS**, Town Council authorizes the Town Manager to execute an amendment to the agreement for purchase and installation of equipment with XYBIX Systems, Inc. in excess of \$25,000;

**THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos authorizes the Town Manager to execute an amendment to the agreement for purchase and installation of equipment with XYBIX, Systems, Inc. on behalf of the Town of Los Gatos.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2005, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: /s/ Mike Wasserman  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

/s/ MarLyn J. Rasmussen  
CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF LOS GATOS  
AND XYBIX SYSTEMS, INC. FOR 9-1-1 UPGRADE PROJECT

This AMENDMENT TO AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Town of Los Gatos, State of California, herein called "Town," and Xybix Systems, Inc., herein called "Contractor."

RECITALS

- A. Town and Contractor entered into an agreement (Town Agreement No. 05.117) under which Contractor would obtain and install equipment, excluding telecommunications, computer or other similar electronic equipment and software, to upgrade the Town Police Department communications facility for purposes of upgrading 9-1-1 services, executed on or about September 23, 2005 ("Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.
- B. The parties desire to amend the Agreement to add the acquisition and installation of a 36" rotating resource guide and flat panel mounting devices for the additional cost of \$2,194.33, based on Quotation numbers 2506 and 2651, attached hereto as Exhibit "B" and incorporated herein by reference.

AMENDMENT

1. The Agreement is amended to add the acquisition and installation of the equipment detailed in Exhibit "B" hereto and the amount due Contractor is amended to add \$2,194.33, for a total amount not to exceed \$27,111.02.
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Contractor have executed this Amendment to Agreement as of the date indicated above.

Town of Los Gatos, by:

Town of Los Gatos, California

\_\_\_\_\_  
Debra J. Figone, Town Manager  
Town of Los Gatos

\_\_\_\_\_  
Marlyn Rasmussen, Clerk Administrator

Recommended by:

Xybix Systems, Inc.

\_\_\_\_\_  
[Department Head / Title]

by: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Print Name)

Approved as to Form:

---

Orry P. Korb, Town Attorney



## TOWN OF LOS GATOS

EXHIBIT A

CIVIC CENTER  
110 E. MAIN STREET  
P.O. Box 949  
LOS GATOS, CA 95031

XYBIX Systems, Inc.  
8160 Blakeland Dr. Unit G  
Littleton, CO 80125  
Attn: Kenneth R. Carson, Vice President, Sales

Re: Town of Los Gatos 9-1-1 Upgrade Project

CLERK DEPARTMENT

AGR

IIIH

ORD

REC

RESO

Ladies and Gentlemen:

The Town of Los Gatos desires to enter into a contract with XYBIX Systems, Inc. For the purpose of the 9-1-1 upgrade for the Los Gatos-Monte Sereno Police Department Dispatch Center. The scope of the contract and full payment, including costs, would be as specified in the quotation dated July 26, 2005, identified as Quote Number 2505, attached hereto and fully incorporated herein by this reference as "Exhibit A." The work shall also conform to the site drawing attached hereto and fully incorporated herein by this reference as Exhibit "B." The following terms shall also apply:

1. Billing. Invoice shall provide unit pricing for all materials as well as separate costs for installation, labor and freight. Payment shall be net thirty (30) days from delivery to job site. A 10% retention may be held until completion of the punch list. All invoices and statements to the Town shall reference the Town's purchase order number and be addressed as follows:

Invoices:  
Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95030

Statements:  
Town of Los Gatos  
Attn: Finance Department  
P.O. Box 655  
Los Gatos, CA 95030

2. Availability of Records. XYBIX Systems, Inc. ("Contractor") shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the Town at the Contractor's offices during business hours upon written request of the Town.

3. Project Manager. The Project Manager for the Contractor for the work under this Agreement shall be Kenneth R. Carson. The Project Manager for the Town for the work under this Agreement shall be David Gravel, Captain.

4. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Contractor. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

5. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor, Contractor or any of Contractor's officers, employees, or agents or any subcontractor, shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Contractor shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Contractor or is based on allegations of Contractor's negligent performance or wrongdoing.

6. Conflict of Interest. Contractor understands that its professional responsibilities is solely to the Town. The Contractor has and shall not obtain any holding or interest within the Town of Los Gatos. Contractor has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Contractor warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Contractor shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Contractor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

7. Equal Employment Opportunity. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Contractor nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

8. Insurance.

A. Minimum Scope of Insurance:

- i. Contractor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars

(\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Contractor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Contractor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Contractor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

B. General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor, premises owned or used by the Contractor.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

D. In addition to these policies, Contractor shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Contractor shall ensure that all subcontractors



employed by Contractor provide the required Workers' Compensation insurance for their respective employees.

9. Indemnification. Contractor shall save, keep and hold harmless indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of Contractor, or any of Contractor's officers, employees, or agents or any subcontractor.

10. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

11. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

12. Termination of Agreement. Town and Contractor shall have the right to terminate this Agreement with cause by giving not less than fifteen days written notice of intent to terminate. Contractor shall have 10 days to cure defects. In the event of termination, the Contractor shall deliver to the Town all plans, files, documents, reports, performed to date by Contractor. In the event of such termination, Town shall pay Contractor an amount that bears the same ratio to the maximum contract price as the work delivered to Town bears to completed services contemplated under this Agreement pursuant to paragraph 6 hereto, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

13. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by Town and Contractor.

14. Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

15. Entire Agreement. This Agreement, including Exhibits A and B constitute the complete and exclusive statement of the Agreement between Town and Contractor. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.



XYBIX Systems, Inc.  
8160 Blakeland Dr. Unit G  
Littleton, CO 80125  
303-683-5656, 303-683-5454 fax

CLERK DEPARTMENT

AGR 65-117  
IIH \_\_\_\_\_  
ORD \_\_\_\_\_  
REC \_\_\_\_\_  
RESO \_\_\_\_\_

## QUOTATION

Quote Number: 2505  
Quote Date: 07/26/05  
Page: 1

**B**  
**I**  
**L**  
**L**

Los Gatos Monte Sereno PD  
110 East Main St.  
Los Gatos, CA 95030

**S**  
**H**  
**I**  
**P**

Los Gatos Monte Sereno PD  
110 East Main St.  
Los Gatos, CA 95030

ATTN: Bonnie Eckert

Entered By: KRC  
Location:  
Account Cd: LOSGATOS  
Salesperson: 0

RFQ Number: REV 3  
Ship Via: TRUCK  
Taxable: Y  
Pmt Terms: 90% NET 30,10% PUNCH

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
	1.00	12241	Panel Enclosure System	\$2,743.0000	EA	\$2,743.00	07/26/05
	2.00	11064	ErgoPower X4+ Table Base	\$2,883.0000	EA	\$5,766.00	07/26/05
			23-51" Adjustment Range				
	2.00	10893	Worksurface 72x40 X4 Straight	\$226.0000	EA	\$452.00	07/26/05
	1.00	12035	Worksurface - Custom	\$330.0000	EA	\$330.00	07/26/05
	2.00	10847	CPU Cab 3 wide	\$300.0000	EA	\$600.00	07/26/05
	2.00	12101	Ped Mobile 6,12 Drawers 18"d	\$345.0000	EA	\$690.00	07/26/05
	2.00	10005	Table Leg - E-Leg - Black Tex	\$34.0000	EA	\$68.00	07/26/05
	2.00	12040	RollerVision -FP Mount, 1 high	\$1,000.0000	EA	\$2,000.00	07/26/05
	8.00	11792	Power Bar - 10 Outlet Belkin	\$60.0000	EA	\$480.00	07/26/05
	6.00	10823	Data Port Escutcheon	\$8.0000	EA	\$48.00	07/26/05
	6.00	10841	Grommet - 4" Black Nylon	\$4.0000	EA	\$24.00	07/26/05
	2.00	11682	Energy Chain 23-51 Keybrd Surf	\$92.0000	EA	\$184.00	07/26/05
			Cable Managment System 21 Link				
	2.00	11683	Energy Chain 23-51 Monitr Surf	\$98.0000	EA	\$196.00	07/26/05
			Cable Managment System 21 Link				
	2.00	11760	Cable Management J-Channel X4	\$88.0000	EA	\$176.00	07/26/05
	6.00	11778	Ext. Cable 15' VGA High Qualit	\$45.0000	EA	\$270.00	07/26/05
	6.00	10744	Ext. Cable 15' PS2 Keyb/Mouse	\$13.0000	EA	\$78.00	07/26/05
	2.00	10117	Johnson Controls-Surface Mount	\$1,895.0000	SET	\$3,790.00	07/26/05
			Full Kit- Work Surface Mount				
	1.00	10146	Installation	\$3,277.0000	LT	\$3,277.00	07/26/05

Quote is based on non-union  
labor rates  
Quote is good for 180 days

Subtotal: \$21,172.00  
Sales Tax: \$1,746.69  
Freight: \$1,998.00  
Total: \$24,916.69

Xybix Systems, Inc.  
8160 Blakeland Fuit G  
Littleton, CO  
2005

**SIGN  
HERE**

For Town of Los Gatos:

Debra Figone, Town Manager

Recommended by:

Scott R. Seaman  
Scott R. Seaman, Chief of Police

Vendor:

Ken R. Carson  
Signature

Kenneth R. Carson  
Print Name  
V.P. Sales  
Title

Approved as to form:

Orry Korb  
Orry Korb, Town Attorney

Attest:

MarLyn J. Rasmussen  
Clerk Administrator  
Town of Los Gatos







XYBIX Systems, Inc.  
8160 Blakeland Dr. Unit G  
Littleton, CO 80125  
303-683-5656, 303-683-5454 fax

CLERK DEPARTMENT

AGR 05.116  
IIH \_\_\_\_\_  
ORD \_\_\_\_\_  
REC \_\_\_\_\_  
RESO \_\_\_\_\_

**QUOTATION**

Quote Number: 2506

Quote Date: 07/26/05

Page: 1

**B**  
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**L**  
**L**

Los Gatos Monte Sereno PD  
110 East Main St.  
Los Gatos, CA 95030

**S**  
**H**  
**I**  
**P**

Los Gatos Monte Sereno PD  
110 East Main St.  
Los Gatos, CA 95030  
  
ATTN: Bonnie Eckert

Entered By: KRC  
Location:  
Account Cd: LOSGATOS  
Salesperson: 0

RFQ Number:  
Ship Via: TRUCK  
Taxable: Y  
Pmt Terms: 90% NET 30; 10% PUNCH

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
	1.00	11519	Resource Guide - 36" Rotating	\$1,100.0000	EA	\$1,100.00	07/26/05
	1.00	10146	Installation	\$600.0000	LT	\$600.00	07/26/05

Quote is based on non-union  
labor rates  
Quote is good for 180 days

Subtotal: \$1,700.00  
Sales Tax: \$140.25  
Freight: \$0.00  
Total: \$1,840.25

**EXHIBIT B**  
**QUOTATION**



Quote Number: 2651  
Quote Date: 09/22/05  
Page: 1

XYBIX Systems, Inc.  
8160 Blakeland Dr. Unit G  
Littleton, CO 80125  
303-683-5656, 303-683-5454 fax

**B** Los Gatos Monte Sereno PD  
**I** 110 East Main St.  
**L** Los Gatos, CA 95030  
**L**

**S** Los Gatos Monte Sereno PD  
**H** 110 East Main St.  
**I** Los Gatos, CA 95030  
**P**

ATTN: Bonnie Eckert

Entered By: KRC  
Location:  
Account Cd: LOSGATOS  
Salesperson: 0

RFQ Number: KNUCKLES  
Ship Via: TRUCK  
Taxable: Y  
Pmt Terms: 90% NET 30,10% PUNCH

Line	Order Qty	Part Number	Description	Price	UM	Ext Price	Est Ship
	2.00	11737	Flat Panel Mount - LCD Knuckle	\$50.0000	EA	\$100.00	09/22/05
	2.00	11778	Ext. Cable 15' VGA High Qualit	\$45.0000	EA	\$90.00	09/22/05
	2.00	11736	Flat Panel Mount Dove Nut	\$1.0000	EA	\$2.00	09/22/05
	2.00	12053	Flat Panel Mount Rack Bracket	\$11.0000	EA	\$22.00	09/22/05
	2.00	11778	Ext. Cable 15' VGA High Qualit	\$45.0000	EA	\$90.00	09/22/05

Quote is based on non-union  
labor rates  
Quote is good for 180 days

Subtotal:	\$304.00
Sales Tax:	\$25.08
Freight:	\$25.00
Total:	\$354.08