

**City of Carson City
Agenda Report**

Date Submitted: October 12, 2010

Agenda Date Requested: October 21, 2010

Time Requested: Five Minutes

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 1011-124 is a contract for items which may only be contracted from a sole source and a contract for the additions to and repair and maintenance of equipment which may be more efficiently added to and repaired and maintained by a certain person and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1011-124 a request for Communication Equipment Maintenance and Repair to be provided by Sierra Electronics through October 6, 2015 for a not to exceed cost of \$495,175.15 to be funded from the Water-Radio Replacement, Sewer- Radio System Upgrade, and Fleet- Radio Maintenance Funds as follows: \$232,326.15 for Fiscal year 2010/2011; \$65,712.00 for Fiscal year 2011/2012; \$65,712.00 for Fiscal year 2012/2013; \$65,712.00 for Fiscal year 2013/2014; and \$65,712.00 for Fiscal year 2014/2015. (*Sandy Scott-Fisher*)

Staff Summary: This contract will provide for the necessary emergency repairs, routine repairs and maintenance for the City's radio system infrastructure and subscriber units through October 6, 2015, at a cost of \$65,712.00 per fiscal year. Additionally, this contract will provide for the upgrade to the City's communication facilities and radio networks to Motorola R56 Standards by October 6, 2011 for the Snow Valley Peak Carson City Repeater Site in the amount of \$128,276.25 and the Snow Valley Peak Dispatch/Voting System Upgrade in the amount of \$38,337.90.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 1011-124 is a contract for items which may only be contracted from a sole source and a contract for the additions to and repair and maintenance of equipment which may be more efficiently added to and repaired and maintained by a certain person and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1011-124 a request for Communication Equipment Maintenance and Repair to be provided by Sierra Electronics through October 6, 2015 for a not to exceed cost of \$495,175.15 to be funded from the Water-Radio Replacement, Sewer- Radio System Upgrade, and Fleet- Radio Maintenance Funds as follows: \$232,326.15 for Fiscal year 2010/2011; \$65,712.00 for Fiscal year 2011/2012; \$65,712.00 for Fiscal year 2012/2013; \$65,712.00 for Fiscal year 2013/2014; and \$65,712.00 for Fiscal year 2014/2015. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Curtis Steadman, Senior Account Manager with Motorola, has provided a letter which states that Sierra Electronics is the only authorized Motorola Service Station in Northern Nevada, that they are the only company in Northern Nevada that employs technicians trained by Motorola to perform maintenance on the City's

Centracom dispatch center, and that they are the agent that Motorola has assigned to Carson City.

Pursuant to **NRS 332.115 subsection 1 (a) and (c)**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or other local governmental agency; purchase of goods commonly used by hospital.

- 1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (a) Items which may only be contracted from a sole source;
 - (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person; are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (a) and (c)

Fiscal Impact: \$495,174.15

Explanation of Impact: FY10/11 \$232,326.15; FY11/12 \$65,712.00; FY12/13 \$65,712.00, FY13/14 \$65,712.00; and FY14/15 \$65,712.00.

Funding Source: FY10/11 Water Fund-Radio Replacement 520-3502-435-7773; \$150,000.00, FY 10/11 Sewer Fund-Radio System Upgrade 510-3202-434-7725 ; \$16,614.15.00 and FY 10-11 Fleet Fund-Radio Maintenance 560-3025-419-04-37 \$65,712.00.

Supporting Material: Letter from Motorola and Contract No. 1011-124

Prepared By: Sandy Scott-Fisher, Contracts Coordinator, Finance Department

Reviewed By: _____ Date: 10/12/10
 (Public Works)

_____ Date: 10/12/10
 (City Manager)

_____ Date: 10/12/10
 (District Attorney)

_____ Date: 10/12/10
 (Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 _____ 2) _____ _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-124
Titled: Communication Equipment Maintenance and Repair

THIS CONTRACT, made and entered into this 21st day of October, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Sierra Electronics hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No.** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from October 21, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be October 21, 2010) to October 20, 2015, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.