

W. S. A.

AGENDA COVER MEMORANDUM

Memorandum Date: 4 January 2007
Order Date: 10 January 2007

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF RATIFYING EXECUTION OF
PURCHASE ORDER 227178 FOR THE PURCHASE
OF COMMUNICATION EQUIPMENT FOR APCO
P25 MASTER SITE FROM MOTOROLA IN THE
AMOUNT OF \$3,298,623**

I. MOTION

MOVE TO APPROVE RATIFYING EXECUTION OF PURCHASE ORDER 227178
FOR COMMUNICATION EQUIPMENT

II. AGENDA ITEM SUMMARY

The Board is being asked to ratify the execution of Purchase Order (PO) 227178 for communication equipment from Motorola in the amount of \$3,298,623 because the PO exceeds the execution authority of the County Administrator. An immediate execution 29 December 2006 was necessary in order to receive a substantial additional discount from Motorola.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Board Order 06-12-13-8 authorized execution of Intergovernmental Agreement between Oregon Department of Transportation (ODOT) and Lane County in order to receive federal funding to develop a microwave backbone to a number of communication sites within Congressman Defazio's District and a shared master site located in the Eugene/Springfield area.

Motorola submitted a proposal dated 18 October 2006 for the Lane County Sheriff's Office/7-County Regional Interoperable System APCO P25 Master Site based on the

pricing of their equipment and services listed in the Western States Contracting Alliance (WSCA) Contract 02702.

The entire scope of the 7-County System project includes:

Phase I

- Step 1 – APCO P25 Master Site
- Step 2 – Microwave Connectivity
- Step 3 – VHF Interop V-Call Channel

Phase II

- VHF Interop Tactical Channel

WSCA 02702 is a State Price Agreement for the purchase of Public Safety Communication Equipment.

A State Price Agreement is an allowable purchasing method in compliance with federal funding requirements.

B. Policy Issues

Board of Commissioner approval is required because the purchase order exceeds the execution authority of the County Administrator.

C. Board Goals

Relevant strategic plan goals are:

B3: Allocate resources strategically

1. The County's highest funding priority will be those services that are effective in addressing the immediate and critical life and health safety needs of our citizens. An interoperable communication system throughout Lane County will benefit its citizens during times of disasters in being able to communicate with all agencies (local, state and federal) coordinating response and rescue efforts.
2. The County will attempt to leverage its dollars as much as possible. Higher priority will be given to funding those programs where the investment of County dollars matches funds provided by federal or other governments and a County match is required in order to receive the funds.

D. Financial and/or Resource Considerations

Motorola offered an additional discount of \$400,000 if Lane County processed a purchase order (PO 227178) by the end of December 2006.

The ODOT IGA was executed by Lane County 29 December 2006, and once executed on our end, is considered by ODOT to be fully executed and Lane County is authorized to begin work under the agreement and qualify for federal funds.

E. Analysis

Lane County Sheriff's Office has not had an opportunity to thoroughly review Motorola's proposal, therefore, PO 227178 includes negotiated additional legal language which provides Lane County the right to terminate the PO prior to 10 May 2007. No equipment or services will be provided from Motorola pending review and agreement of a contract and consensus of the 7-County Committee.

The master site will be constructed which would allow radio systems in the seven counties of southwest Oregon to migrate into a trunked, digital communications platform. This master site is the primary "building block" for a wide-area digital communications system.

Lane County desires to take advantage of the additional discount offered by Motorola, but this is only the first step in the 7-County project. Time to thoroughly review Motorola's proposal will minimize our liability in the long term.

F. Alternatives/Options

Option 1. Adopt the order to ratify execution of PO 227178 for the purchase of communication equipment from Motorola and receive an additional discount of \$400,000.

Option 2. Do not ratify execution of PO 227178 resulting in the loss of the additional discount should Lane County decide to accept Motorola's proposal at a later date.

V. TIMING/IMPLEMENTATION

PO 227178 is has been executed and requires ratification as soon as possible.

D. RECOMMENDATION

Staff recommends option 1. Ratify execution of PO 227178.

III. FOLLOW-UP

Lane County Sheriff's Office will review the Motorola proposal ensuring we stay within the termination provision timeframe.

IV. ATTACHMENTS

1. Proposed Board Order No. _____.
2. Purchase Order 227178.

OFFICE OF LEGAL COUNSEL

Purchase Order

LANE COUNTY
PURCHASING
3040 N DELTA HIGHWAY
EUGENE OR 97408

NET 30

Unless Otherwise Specified

Purchase Order	Date	Revision	Page
0000227178	12/29/2006		1
Freight Terms		Ship Via	
FOB-DEST FREIGHT PREPAY&ADD		BEST WAY	

Ship To: LANE COUNTY SHERIFF'S OFFICE
541-682-4447
125 EAST EIGHTH AVENUE
EUGENE OR 97401

For Order
Clarification,
←←←←← Call
The "Ship To" #

Vendor: 249151
MOTOROLA
13108 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

Bill To: LANE COUNTY SHERIFF'S OFFICE
541-682-4447
125 EAST EIGHTH AVENUE
EUGENE OR 97401

Please include
PO number
on all invoices,
shipments or
correspondence
regarding
this order.

Tax Exempt? N Tax Exempt ID:

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt
1- 1	Equipment for the Motorola APCO P25 Master Site per 18 Oct 2006 proposal for the LCSO 7-County Regional Interoperable Radio System - System Equipment	1.00 EA	2,552,075.0000	2,552,075.00
2- 1	System Integration	1.00 EA	1,122,538.0000	1,122,538.00
3- 1	System Freight Charge	1.00 EA	24,010.0000	24,010.00
4- 1	Less Discount	1.00 EA	-400,000.0000	-400,000.00

Ship Attn: David Kemp

Motorola POC: Barbara Paddock
Phone: 800/866-7902
Fax: 858/404-2594

This PO incorporates Motorola's proposal dated 18 Oct 2006, and is issued in accordance with WSCA Contract 02702. The parties agree that they will work together to amend this contract to reach an agreement in substantial conformance with the Lane County/Motorola contract dated 30 January 2004, as may be amended by the parties.

Customer may terminate this Agreement (in whole or part) at any time before 10 May 2007. To exercise this right Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to

All orders placed & accepted are in accordance with the Lane County Standard Terms & Conditions shown on the reverse side of this page.

Lane Manual Chapters 20 & 21 are the rules, which govern Lane County public contracts unless modified by the Lane County Contract Review Board.

Authorized Signature

Jennifer K. Inman
Acting CAO
12-29-06
For: Lane County, Oregon

Purchase Order

LANE COUNTY
PURCHASING
3040 N DELTA HIGHWAY
EUGENE OR 97408

NET 30

Unless Otherwise Specified

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terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination. The parties agree to amend the project schedule to defer each milestone and task by 90 days. As per the amended project schedule incorporated into the contract, no equipment will ship to Customer and no services will be performed by Motorola prior to 10 May 2007.

Total PO Amount

3,298,623.00

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