

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PURCHASE OF 12 COMPUTERS FROM DATA 911 USING GRANT MONIES**

**WHEREAS**, Section I-2-3.09 of the Milpitas Municipal Code authorizes the City Council to award contracts without competition when the Purchasing Agent determines that there is only one source for the required supply or service; and

**WHEREAS**, Section I-2-3.13 of the Milpitas Municipal Code authorizes the City Council to approve the standardization of supplies or services based on the determination of the Purchasing Agent that the standardization of supplies and materials where the repair or maintenance costs would be minimized, training of user and/or repair and maintenance personnel would be simplified, and to match existing supplies, materials or equipment for proper operation; and

**WHEREAS**, the City began upgrading its mobile computer systems for police vehicles in 2008 with monitors and associated equipment from Data 911 Systems; and

**WHEREAS**, in 2008 the Association of Bay Area Governments (ABAG) provided a matching grant of \$15,000 specifically for risk management areas within the Police Department, which was used to begin the mobile computer upgrade, and ABAG will again provide \$15,000 in matching grant funds that can be used to continue the upgrade; and

**WHEREAS**, on March 18, 2008 Council granted a “Sole Source Procurement” pursuant to Municipal Code Section I-2-3.09 for Data 911 Systems to start the mobile computer upgrade project; and

**WHEREAS**, after conducting a good faith review of the available sources and pursuant to Milpitas Municipal Code Section I-2-3.13, the City’s Purchasing Agent has determined that standardization of mobile computers from Data 911 would minimize repair and maintenance costs and simplify training, repair, and maintenance of the City police vehicles for City personnel.

**NOW, THEREFORE**, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The grant from ABAG is accepted.
3. The City Manager is authorized to purchase 12 matching monitors and associated equipment from Data 911 as a sole source and standardized product for the mobile computer system for the police vehicles using grant monies.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Mary Lavelle, City Clerk

\_\_\_\_\_  
Robert Livengood, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

A Quotation Prepared For:

**Milpitas Police Department**



Attn: Jeff Couthren  
Address: 1265 N. Milpitas Blvd.  
City, St, Zip: Milpitas, CA 95035  
Office No: 408-586-2714  
Email: [jcouthren@ci.milpitas.ca.gov](mailto:jcouthren@ci.milpitas.ca.gov)

**Michael Mattal** Regional Manager  
Office: 916-543-4858  
[michael.mattal@data911.com](mailto:michael.mattal@data911.com)  
**Lisa Cayce** Inside Sales Representative  
Office 636-532-4911 x 107 Fax 636-532-4916  
[lisa.cayce@data911.com](mailto:lisa.cayce@data911.com)

Quote Date: April 07, 2009  
Quote Number: 114-2009-022009-4

Attachment A for Payment Terms Agreement

Qty	Part #	Description	Unit Price	Extended
<b>Spare Components</b>				
12	D9-02-2009-U	Display, 12.1" Color Touchscreen, XGA resolution	\$2,289.60	\$27,475.20
1	D9-03-0008	Keyboard, back-lit, liquid resistant, with touch pad (USB) (one-time pricing)	\$238.40	\$238.40
			<b>Subtotal</b>	<b>\$27,713.60</b>
				\$0.00
Shipping (customer pick-up)				\$2,563.51
Tax (9.25%)				
			<b>Total Quote</b>	<b>\$30,277.11</b>

**THIS BUDGETARY QUOTE DOES NOT CONSTITUTE AN OFFER UNLESS INCORPORATED AS "ATTACHMENT A" TO THE PAYMENT TERMS AGREEMENT.**

**Details:**

- Prices quoted valid for Thirty days.
- Estimated delivery is forty-five to sixty days from receipt of Purchase Order.
- Third-party HW and SW components sold subject to manufacturers' written warranties.No other warranties are expressed or implied by Data911 Systems
- All orders subject to Data911 standard Cancellation/Return Policy, which may result in fees.
- Return of Items may be subject to a 15% restocking fee.

**Please issue Purchase Order to: Data911, 1819 Clarkson Road, Ste. 306, Chesterfield, MO 63017**  
**Fax to: 636-532-4916; Attention: Lisa Cayce, Inside Sales Representative**