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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 14-109

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of January 6, 2014
 (Adoption Date)

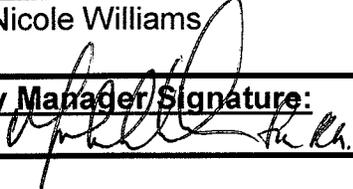
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH LOJACK CORPORATION FOR THE INSTALLATION AND USE OF EQUIPMENT, SOFTWARE AND SYSTEMS OWNED BY LOJACK CORPORATION AND TO PARTICIPATE IN THE LOJACK STOLEN VEHICLE RECOVERY NETWORK.

PURPOSE(S) OF ACTION:

Accept grant funding and adjust the budget.

COUNCIL DISTRICT: All		
Drafter/Staff Contact: S. Nicole Williams	Department/Section: Financial Services / Grants Administration	Phone: 541-2716
City Manager Signature: 		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In an effort to test specialized stolen vehicle recovery equipment and software, LoJack Corporation requests that the City of Las Cruces, on behalf of its Police Department (LCPD), enter into an agreement allowing LoJack Corporation to provide all equipment, software and interconnection service that will be required for LCPD participation in the Stolen Vehicle Recovery Network project. This project is being conducted at no-cost to the City.

This includes, but is not limited to, software and hardware for interconnection between the LCPD and the State of New Mexico Law Enforcement databases and activation network; and the Police Tracking Computers installed in LCPD vehicles.

The agreement is effective from November 26, 2013 to November 26, 2014 (one year); unless otherwise extended by mutual agreement.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Agreement.

SOURCE OF FUNDING:

Is this action already budgeted? N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
	<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)	
<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.		
Does this action create any revenue	Yes	<input type="checkbox"/>	Funds will be deposited into these funds: fund ___ in the amount of \$ ___ for FY ___.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the City of Las Cruces, on behalf of its Police Department, to enter into the agreement with LoJack Corporation.
2. Vote "No"; this will disapprove the agreement between the City and LoJack Corporation.
3. Vote to "Amend"; this is not an option as the terms of the agreement are specific to the LoJack Corporation Stolen Vehicle Recovery System (the project).
4. Vote to "Table"; this is not an option as the agreement is constrained by a specific period of performance.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 14-109

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH LOJACK CORPORATION FOR THE INSTALLATION AND USE OF EQUIPMENT, SOFTWARE AND SYSTEMS OWNED BY LOJACK CORPORATION AND TO PARTICIPATE IN THE LOJACK STOLEN VEHICLE RECOVERY NETWORK.

The City Council is informed that:

WHEREAS, LoJack Corporation (LoJack), a Massachusetts corporation duly qualified to do business in the State of New Mexico, requests the City of Las Cruces, on behalf of its Police Department (LCPD), enter into a no-cost agreement; and

WHEREAS, LoJack agrees to provide all equipment, software and interconnection service that will be required for LCPD participation in the Stolen Vehicle Recovery Network project; and

WHEREAS, the agreement is effective from November 26, 2013 to November 26, 2014 (one year); unless otherwise extended by mutual agreement.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City of Las Cruces, on behalf of its Police Department, is approved to enter into an agreement with LoJack Corporation.

(II)

THAT the City Manager's signature on the agreement is ratified; Exhibit "A", attached hereto and made part of this resolution.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Smith: _____

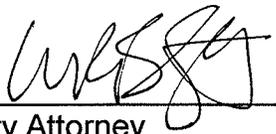
Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Levatino: _____

APPROVED AS TO FORM:



Deputy City Attorney

**Agreement
By and Between
the City of Las Cruces on behalf of the Las Cruces Police Department
and
LoJack Corporation,**

This AGREEMENT is made this 26th day of NOVEMBER, 2013 between the City of Las Cruces, on behalf of the Las Cruces Police Department hereinafter known as "LCPD", and **LOJACK CORPORATION**, a Massachusetts Corporation duly qualified to do business in the State of New Mexico, hereinafter referred to as "**LoJack**" (each known individually as "party" and collectively known as "parties").

WHEREAS, the LCPD and LoJack are both desirous of entering into an Agreement regarding the installation and use of equipment, software, and systems owned by LoJack for the purpose of participating in the LoJack Stolen Vehicle Recovery Network, and to enhance the LCPD efforts in recovering reported stolen vehicles within the State of New Mexico. The purpose of the LoJack system is to provide the means for the LCPD to enable the activation, tracking and recovery of stolen vehicles equipped with the LoJack Stolen Vehicle Recovery System.

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of the Agreement:

1. **TERM:** The term of this Agreement shall be effective as of the date shown above ("Effective Date") and shall continue in effect for one year after the Effective Date. Pending mutual written agreement between the parties, this AGREEMENT may be renewed annually for an additional twelve month period. Written notice of the intent to renew the AGREEMENT shall be issued by Lojack one month prior to end of the AGREEMENT. Either party may terminate this AGREEMENT at any time by giving the other party 120 day advance written notice of termination.
2. **PROJECT ADMINISTRATOR:** For the LCPD, it will be the Chief of Police or his designee.
3. **INSTALLATION:** LoJack will provide all equipment, software and interconnection service that will be required for the LCPD Stolen Vehicle Recovery Network. This includes, but is not limited to, software and hardware for interaction between the LCPD and the State Law Enforcement databases and activation network; and the Police Tracking Computers (PTC's) installed in LCPD vehicles and aircraft.

4. **Costs:** LoJack shall be responsible for ALL costs involved in the installation and operation of this System. There will not be any costs or expenses associated with the use of this system to LCPD except for normal personnel costs resulting in LCPD operations. Installation of the PTCs will be performed by a LoJack Technician and this includes all maintenance and future exchanges of the PTC to newly designated unit(s). Equipment that will be installed is detailed in Exhibit A.
5. **LIABILITY:** Except as otherwise provided in this paragraph, LoJack shall be responsible for all costs, damage, and/or loss to LoJack-owned equipment including, but not limited to, damage resulting from motor vehicle accidents, and any costs associated with the repair, and/or replacement of any LoJack-owned equipment in LCPD vehicles. Further, LoJack agrees to indemnify and hold harmless LCPD from any claim for damages asserted against LCPD based upon the use by LCPD of the LoJack System and attributed to any negligence or fault on the part of LoJack, or to a defect in any component of the LoJack System. LCPD will be liable for any damage or loss of LoJack-owned equipment only in cases of gross negligence or willful misconduct by LCPD personnel.
Any liability incurred by LCPD or the City of Las Cruces in connection with this AGREEMENT is subject to the immunities and limitations of the New Mexico Tort Claims Acts, §§ 41-4-1, et seq., NMSA 1978.
6. **OWNERSHIP AND MAINTENANCE:** LoJack shall retain ownership and be liable for all maintenance of LoJack-supplied equipment and software.
7. **PERSONNEL:** All LoJack maintenance and installation personnel having access to LCPD facilities, property, and/or systems shall be approved by LCPD.
8. **SUCCESSORS AND ASSIGNS:** LCPD and LoJack each agree that this Agreement shall be binding on any successor of the parties.
9. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT of the parties and there are no other promises or conditions in any other agreement whether written or oral. This AGREEMENT supersedes any prior written or oral agreement between the parties.
10. **AMENDMENT:** This AGREEMENT may be modified or amended only in writing executed by both parties.
11. **SEVERABILITY:** If any provisions of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed written, construed and enforced as so limited.

- 12. **WAIVER OF CONTRACTURAL RIGHT:** The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and comply with every provision of this AGREEMENT.
- 13. **APPLICABLE LAW AND VENUE:** This AGREEMENT shall be governed by the laws of the State of New Mexico exclusive of its conflict of laws provisions. Any litigation hereunder shall be held in the 3rd Judicial District Court, sitting in Las Cruces, New Mexico.
- 14. **ADVERTISING:** LoJack will not use LCPD for purposes of advertising or gain without the express written consent of the LCPD.

Signed:

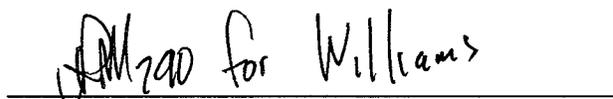
LoJack Corporation


 Patrick W. Clancy
 Vice President
 Dated: 26 NOV 13

City of Las Cruces


 Robert L. Garza, P.E.
 City Manager
 Dated: 11-19-13

Las Cruces Police Department


 Richard Williams
 Chief of Police
 Dated: 11/21/13

Approved as to Form

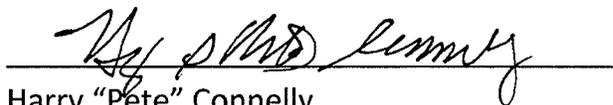

 Harry "Pete" Connelly
 City Attorney
 Dated: 11/19/13

Exhibit A: LoJack Police Tracking⁵⁸ Computer (PTC)

PTC Brain – installed in trunk of patrol car.

(Approximate dimensions: 9 ½" X 5 ¼" X 1 ¾")



PTC Display Head – installed in patrol car where officer can view it (location to be determined by agency) Approximate dimensions: 6 ½" X 2 ¾" X 1"



PTC Antennas (4) – mounted on roof of patrol car in 10-12" square pattern.

