

COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENT

This Agreement is entered into by and between the City of Manhattan Beach ("City"), a California municipality, and the South Bay Regional Public Communication Authority ("RCC"), a California joint powers authority, with reference to the following:

RECITALS

- A. City is a member of the Interoperability Network of the South Bay Joint Powers Authority ("INSB"), which is in the process of developing a regional interoperability transmission/receiving system to serve its member cities.
- B. South Bay Regional Public Communications Authority (RCC) operates a regional communications system providing 911 emergency services to City.
- C. City must acquire mobile and portable radios that will be compatible with the new INSB communication system.
- D. The County of Los Angeles has contracted with Motorola Solutions Inc. ("Motorola") for provision of mobile and portable radios that are compatible with the INSB system and RCC and the member Cities wish to make a piggyback purchase on the more favorable terms set forth in Motorola's proposal attached hereto as Exhibit A.
- E. As stated in Exhibit A, the purchase must occur prior to December 12, 2017, for the maximum discount to be applied to the member agencies' orders. RCC will be purchasing the mobile and portable radios for the various agencies. The actual number and cost for each radio ordered on behalf of City is itemized on the order form attached hereto as Exhibit B. RCC will be entering into a finance agreement with Motorola that allows for the first year's finance fee to be interest free.
- F. Each agency is to provide its funds in advance of the one year deadline, November 1, 2018 in order to avoid any interest payment.

NOW, THEREFORE, the parties agree as follows:

- 1. **Equipment Purchase.** RCC agrees to purchase on behalf of City and to deliver to the City the equipment itemized on Exhibit B upon the terms indicated thereon.
- 2. **Appropriation and Payment.** City agrees to appropriate and set aside sufficient funds to purchase the equipment and to pay the funds over to RCC when payment becomes due to Motorola. Payment must be made in advance of the one year deadline, by November 1, 2018, to avoid any interest payment.
- 3. **Administration.** RCC will be responsible for administration of the contract with Motorola and will provide an appropriate invoice to the City for payment when due.
- 4. **Warranties.** RCC agrees that the benefit of any warranties provided by Motorola for equipment itemized on Exhibit B will be assigned to the City.
- 5. **Entire Agreement.** This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral.
- 6. **Amendments to Agreement.** This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.

7. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.
9. **Authority to Execute.** Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.
10. **Notices.** All notices required or permitted under this Agreement shall be delivered in person or by receipted facsimile or email transmission, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to each party at its address shown below, or to any other notice address designated in writing by such party:

RCC: Attention: Executive Director
South Bay Regional Public Communications Authority
4440 West Broadway, Hawthorne, CA. 90250
Telephone: 310-973-1802
Email: rmailloux@rcc911.org

City: Attention: City Manager
City of Manhattan Beach
1400 Highland Avenue
Telephone: 310-802-5000
Email: mdanaj@citymb.info

11. **Effective Date.** This Agreement shall be effective upon the date it has been executed by both parties.

In Witness Whereof, the undersigned have executed this Agreement on behalf of the parties.

South Bay Regional Public Communications Authority

Dated: December 5, 2017

By: Ralph Mailloux , Executive Director

City:

City of Manhattan Beach,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

APPROVED AS TO FORM:

By:  _____

Name: Quinn M. Barrow

Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Bruce Moe

Title: Finance Director

EXHIBIT A



Motorola Solutions, Inc.
725 S. Figueroa Ave. #1000
Los Angeles, CA 90017

October 6, 2017

Mr. Ralph Mailloux
Chairman – INSB Technical Committee
Interoperability Network of the South Bay - INSB
4440 West Broadway
Hawthorne, CA 90250

Dear Mr. Mailloux:

The following terms were discussed and have been agreed upon by Motorola Solutions.

Regarding the UASI P25 Trunked Project, the scope of work will remain the same as it is defined in the Proposal dated July 18, 2017. The South Bay Regional Public Communications Authority agrees to issue a Purchase Order on or before September 15, 2017 for the full value stated in the Proposal based on the incentive offerings outlined below.

Motorola will agree to offer Los Angeles County Contract Discount (MA-IS-1740313) plus an additional 10% discount on your combined Subscriber/Radio and Accessory purchases between September 16, 2017 and December 15, 2018. Warranty service will be provided, beginning at the time of receipt of the Subscriber/Radio and Accessories. Furthermore, the manufacturer's warranty period of 1 year plus 4 years, Service From the Start (SFS) on these new INSB Subscriber/Radio and Accessory purchases will begin upon the final acceptance of the INSB P25 infrastructure.

An additional \$1,500,000 purchase, in the aggregate, of the INSB Subscriber/ Radio and Accessory equipment must be purchased by June 15 and December 1, 2018.

Furthermore, Motorola will approve an additional 3% Discount on Radio Subscriber purchases before December 12, 2017. Orders will be shipped before December 31, 2017. The total discount for APX Subscribers (Portable and Mobile) is 40% off List price following the terms identified below:

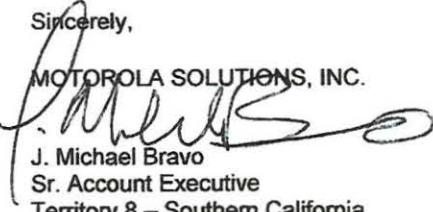
INSB Promotion:

- 40% Discount off list on APX Radio purchases (Portable and Mobile)
- The additional 3% Discount towards Radios is applied to APX Portable Radio Accessory purchases
- Minimum \$2M Radio purchase before December 12, 2017
- Free Spare Battery for every APX6000 or APX8000 purchase.
- An additional combined \$100,000 discount will be applied to RCC/ South Bay Agencies, City of Torrance and City of Redondo Beach APX Subscriber and Accessories purchases by December 12, 2017
- One year finance with No Payment/ No Interest for one year on Subscriber and Accessories Purchases made by December 12, 2017

Motorola appreciates your continued partnership and we look forward to implementing this Project with the INSB JPA.

Sincerely,

MOTOROLA SOLUTIONS, INC.


J. Michael Bravo
Sr. Account Executive
Territory 8 – Southern California

cc: Jerry P. Burch

Attachment A

EXHIBIT B

City of Manhattan Beach

ITEM	SUMMARY SPREADSHEET	INDIVIDUAL LIST PRICE	DISCOUNT PRICE- 37%	QTY	EXTENDED LIST PRICE	EXTEND SUBSCRIBER DISCOUNT PRICE- 37%	ACCESSORIES DISCOUNT PRICE- 30%	QTR 4 MOTOROLA PROMO 3% ADDITIONAL	CREDIT DISCOUNT OF 100K
1	APX 8000XE PORTABLE (FIRE)	\$10,412.00	\$6,737.16	5	\$52,060.00	\$33,685.80	\$11,550.00	\$1,010.57	11.49%
2	APX 8500 MOBILE (FIRE)	\$9,571.00	\$6,185.13	14	\$142,842.00	\$92,166.06		\$2,764.98	
3	APX 8000 PORTABLE (POLICE)	\$8,607.00	\$5,600.01	76	\$654,132.00	\$425,600.76	\$38,066.87	\$12,768.02	
4	APX 8500 MOBILE PD PATROL 05	\$8,611.00	\$5,580.33	56	\$482,216.00	\$312,498.48		\$9,374.95	
5	APX 8500 MOBILE PD MOTOR 05	\$8,611.00	\$5,580.33	11	\$94,721.00	\$61,383.63		\$1,841.51	
6	APX 8500 MOBILE PD DETECTIVES 03	\$8,925.00	\$5,778.15	22	\$196,350.00	\$127,119.30		\$3,813.58	
7	APX 900 PORTABLE (PARKING/CADET)	\$2,971.00	\$1,931.67	71	\$210,941.00	\$137,148.57	\$14,754.60	\$4,114.46	
8	APX 900 PORTABLE (PUBLIC WORKS)	\$2,971.00	\$1,931.67	50	\$148,550.00	\$96,583.50	\$9,867.20	\$2,897.51	
9	APX 1500 MOBILE (PW)	\$3,685.00	\$2,412.57	6	\$22,110.00	\$14,475.42		\$434.26	
10	MCD 5000 (DESK SET)	\$3,747.50	\$2,623.25	28	\$104,930.00	\$73,451.00		\$2,203.53	
11	APX CONSOLETTTE	\$9,914.00	\$6,433.04	13	\$128,882.00	\$83,629.52		\$2,508.89	
	SUB TOTAL			352	\$2,237,734.00	\$1,457,742.04	\$74,238.67	\$43,732.26	\$11,486.29
	TAX (9.5%)				\$212,584.73	\$138,485.49	\$7,052.67	\$4,154.56	\$1,091.20
	FREIGHT				TBD	TBD			
	TOTAL				\$2,450,318.73	\$1,596,227.53	\$81,291.34	-\$47,886.83	-\$12,577.49
	Total for Subscriber + Accessories w/QTR 4				\$1,617,054.56				

ADDITIONAL COSTS	QTY	PRICE	TOTAL	NOTES
Programming of Radios	352	\$50.00	\$17,600.00	INC: (3) Reprograms, 1st Analog only, 2nd Analog and Digital, 3rd Digital
Engraving of Radios (Portable Only)	202	\$20.00	\$4,040.00	
Radio Management Software	352	\$100.00	\$35,200.00	One time Cost

Total Cost for Radio Subscriber Upgrade **\$1,673,894.56**