

**PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
PORTACRAFT, INC.**

THIS PURCHASE AGREEMENT (“Agreement”) is executed this _____ day of June, 2021 (“Effective Date”), by and between the CITY OF CARSON, a California municipal corporation (“City”), and PORTACRAFT, INC., a California corporation and authorized reseller of JVCKenwood USA Corporation and Power Products Unlimited, Inc., products, including the Equipment described hereunder (“Seller”). City and Seller may be referred to collectively as the “Parties,” or individually as a “Party.”

1. Purchase and Sale of Equipment. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the radio equipment (“Equipment”) described herein as specified in Exhibit “A,” attached hereto and incorporated herein by this reference, for the total purchase price (“Purchase Price”) set forth at Section 3.

2. Description of Equipment. The Equipment being sold by Seller to City consists of the property described in Exhibit “A.”

3. Purchase Price. The Purchase Price which City agrees to pay to Seller is Three Hundred Seven Thousand Four Hundred Fifty Nine Dollars and Fourteen Cents (**\$307,459.14**), as provided in further detail in Exhibit “A.”

4. Representations and Warranties of Seller. Seller makes the following representations and warranties to City:

4.1. **Authority and Consents.** Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

4.2. **Title and Operating Condition.** Seller has good and marketable title to the Equipment. The Equipment is free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Equipment is in good operating condition, is free of any defects, and is in conformity with the Equipment manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Equipment for use in City's operations and that City is relying on Seller's

warranties that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

5. Time of Delivery. The date and time of delivery of the Equipment shall be as soon as practicable following the Effective Date, or as otherwise requested by the City.

6. Place of Delivery. The Equipment shall be delivered to the City of Carson, 701 East Carson, Carson, California 90745 .

7. Title and Risk of Loss. Title to and the risk of loss, damage and destruction of the Equipment shall remain with the Seller until after inspection and acceptance of the Equipment by City.

8. Inspection. After delivery, City shall inspect the Equipment within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Equipment in whole, in which case no notice will be necessary. Acceptance of the Equipment, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

9. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Equipment tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

10. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Equipment, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Equipment during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Equipment or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

11. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Equipment, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Equipment without delay or cost to the City. In the event of Seller's failure to replace the Equipment within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the

purchase of replacement equipment, and Seller shall reimburse City for all such costs immediately upon demand.

12. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

13. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Equipment manufacturer's warranties shall be assigned to and turned over to the City.

14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

15. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

16. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Portacraft, Inc.
1230 S. Lyon Street
Santa Ana, CA 92705
Attn: Miriam Israel, CEO

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

17. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

18. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

20. Termination. City may terminate this Agreement for any reason whatsoever, prior to delivery of the Equipment and City's payment of the Purchase Price as set forth herein. After payment of the Purchase Price, the purchase of the Equipment shall be subject to Seller's standard return and exchange policy as may be applicable to the Equipment.

21. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

John Carroll, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

SELLER:

PORTACRAFT, INC.
a California corporation

By:_____
Name: Miriam Israel
Title: CEO

By:_____
Name: Yoram Israel
Title: CFO

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2)

Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES _____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

JVCKENWOOD USA CORPORATION RADIOS

5 WATT PORTABLE RADIOS:

MODEL NUMBER	DESCRIPTION	PRICE	QTY	SUBTOTAL
NX-5300K2	UHF 450-520 MHZ 5 watt portable with display	\$577.50	110	\$63,525.00
KRA-27M2	Helical Antenna	\$9.80	110	\$1,078.00
KWD-5100CV	License key for P25 Phase 1 conventional operation	\$402.50	110	\$44,275.00
KWD-5101TR	License key for P25 Phase 1 trunking	\$364.00	110	\$40,040.00
KWD-5102TR	License key for P25 Phase 2 trunking	\$280.00	110	\$30,800.00
KWD-AE30K	AES & DES Encryption Module – FIPS	\$595.00	110	\$65,450.00
TOTAL:				\$245,168.00
SALES TAX at 9.5%				\$23,290.96
FINAL TOTAL:				\$268,458.96

45 WATT RADIOS:

MODEL NUMBER	DESCRIPTION	PRICE	QTY	SUBTOTAL
NX-5800K	UHF 450-520 MHZ 45 watt mobile includes standard Mic KMC-65, mounting bracket KMB-33	\$686.00	10	\$6,860.00
KWD-5100CV	License key for P25 Phase 1 conventional operation	\$402.50	10	\$4,025.00
KWD-5101TR	License key for P25 Phase 1 trunking	\$364.00	10	\$3,640.00
KWD-5102TR	License for P25 Phase 2 trunking	\$280.00	10	\$2,800.00
KWD-AE30K	AES FIPS 140 & DES Encryption Module	\$595.00	10	\$5,950.00
TOTAL:				\$23,275.00
SALES TAX at 9.5%				\$2,211.13
FINAL TOTAL:				\$25,486.13

POWER PRODUCTS BATTERIES AND CHARGERS:

MODEL NUMBER	DESCRIPTION	PRICE	QTY	SUBTOTAL
BP-KNBL2M-26	2600 mAh Li-ion battery	\$59.62	110	\$6,558.20
EC-12M/TWP-KWD3-D	12 unit charger with 6 dual pods Kenwood	\$642.60	9	\$5,783.40
TOTAL:				\$12,341.60
SALES TAX at 9.5%				\$1,172.45
FINAL TOTAL:				\$13,514.05
COMBINED TOTAL:				\$268,458.96
				\$25,486.13
				\$13,514.05
				<hr/> \$307,459.14