

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

**THIS PURCHASE AGREEMENT** (“Agreement”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the CITY OF CARSON, a California municipal corporation (“City”), and PORTACRAFT, INC., a California corporation and authorized reseller of JVC Kenwood USA Corporation 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 Fifty-One Thousand Seven Hundred Seventy Six Dollars and Eighty Four Cents (**\$351,776.84**), as provided in further detail in Exhibit “A.”

**4. Term.** The term of this Agreement shall expire after City’s acceptance of the Equipment and City’s payment therefor following Seller’s submission of the requisite invoice, and subject to the any applicable warranty of the Equipment.

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

**5.1. 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.

**5.2. 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.

**6. Time of Delivery.** The date and time of delivery of the Equipment shall be no later than \_\_\_\_\_ days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

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

**8. Title and Risk of Loss; Payment and Invoicing.** 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, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Equipment, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Equipment.

**9. 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.

**10. 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.

**11. Insurance Coverages.**

**11.1 Types of Coverages.** Seller shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

**(a) Commercial General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

**(b) Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Seller against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by Seller in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) **Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(e) **Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Seller.

**11.2 General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. Contract Officer.** \_\_\_\_\_, \_\_\_\_\_, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

**19. 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.

**20. Warranty and Representation of Non-Collusion.** No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Seller warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller’s Authorized Initials \_\_\_\_\_

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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:**

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, 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 \_\_\_\_\_, 2023 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.

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

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



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<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	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

QTY	MODEL NUMBER	DESCRIPTION	NET PRICE	EXTENSION
28	NX-5800BK	UHF (45W, 450-520 MHz) RF Deck Only	\$ 568.40	\$15,915.20
28	KWD-AE30K	FIPS AES & DES Encryption Module	\$ 670.11	\$18,763.08
28	KWD-5100CV	License Key for P25 Phase 1 Conventional Operation	\$ 402.50	\$11,270.00
28	KWD-5101TR	License Key for P25 Phase 1 Trunking	\$ 364.00	\$10,192.00
28	KWD-5102TR	License Key for P25 Phase 2 Trunking	\$ 280.00	\$7,840.00
28	5ABM	Single Head/Single Deck Remote Mount Kit contains: KMC-65M, KCH-19M, KRK-14HM, KRK-15BM, KCT-71M2, KCT-23M3, KMB-33	\$ 456.47	\$12,781.16
2	KMC-59C	Control Station Desktop Microphone (8-pin mod. plug)	\$ 150.64	\$301.28
2	KPS-15	DC Switching Power Supply (117/230 VAC; 23A max. continuous, 25A peak)	\$ 136.64	\$273.28
2	KMB-34	Control Station Mounting Case for KPS-15 Power Supply with mobile	\$ 42.56	\$85.12
	TOTAL			\$77,421.12
		Programming and Service to be quoted separately		
		Per NASPO Contract		
		Sales Tax for City of Carson 10.25%		\$7,935.66
		6 mo/6-8 weeks		
			<b>TOTAL:</b>	<b>\$85,356.78</b>

QTY	MODEL NUMBER	DESCRIPTION	NET PRICE	EXTENSION
92	NX-5300K2	UHF Portable (450-520MHz), 5.0 Watt Portable, comes with Belt Clip	\$ 650.86	\$59,879.12
92	KWD-AE30K	FIPS AES & DES Encryption Module	\$ 670.11	\$61,650.12
92	KWD-5100CV	License Key for P25 Phase 1 Conventional Operation	\$ 402.50	\$37,030.00
92	KWD-5101TR	License Key for P25 Phase 1 Trunking	\$ 364.00	\$33,488.00
92	KWD-5102TR	License Key for P25 Phase 2 Trunking	\$ 280.00	\$25,760.00
92	KNB-L2M	Li-ion 2600mAh (Standard)	\$ 109.55	\$10,078.60
92	KRA-27M2	UHF whip antenna 470-520 MHz	\$ 12.95	\$1,191.40
9	KHS-11BL	2-wire palm mic wearphone, universal connector (Black)	\$ 141.96	\$1,277.64
2	KLH-200K3	Heavy duty leather carrying case for NX-5000 series with KNB-L1/L2/L3	\$ 37.66	\$75.32
2	KLH-137ST	Firemen's Heavy-Duty Leather Shoulder Strap for a Heavy-Duty Leather Case	\$ 31.36	\$62.72
103	KSC-32	Rapid rate single unit charger	\$ 63.14	\$6,503.42
59	KMC-72W	MIL-SPEC, IP54/55/67 Noise-cancelling Speaker Mic	\$ 78.89	\$4,654.51
	TOTAL			\$241,650.85
		Programming and Service to be quoted separately		
		Per NASPO Contract		
		Sales Tax for City of Carson 10.25%		\$24,769.21
		3 mo-4mo		
		<b>TOTAL:</b>		<b>\$266,420.06</b>

**TOTAL COMBINED PURCHASE PRICE:**

**\$351,776.84**