

**AGREEMENT FOR THE PURCHASE OF GOODS
DELTA WIRELESS**

THIS AGREEMENT FOR THE PURCHASE OF GOODS ("Agreement") is made _____, 20__, between **Delta Wireless** ("Vendor"), whose address is 1700 W. Fremont Street, Stockton, CA 95203, and telephone number is (209) 948-9611 and the City of Stockton, a municipal corporation ("City") referencing the Contractual Agreement for **Radio Communication/Emergency Response & Mobile Interoperability Equipment** dated April 30, 2015 (the "Parent Contract") between Motorola Solutions Inc. ("Supplier"), and the Houston-Galveston Area Council of Governments (H-GAC) ("Principal Procurement Agency").

The terms and conditions of this Agreement shall incorporate the Parent Contract, except to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Parent Contract.

The following terms and conditions are expressly modified for this Agreement:

Term: begins on execution date of this Piggy-back Agreement and is terminated concurrently with Parent Contract.

Except as specifically modified herein, all other terms and conditions of the Parent Contract shall remain in full force and effect. This Agreement in no way modifies or alters the Parent Contract for the contracting parties identified therein.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided. Vendor shall provide the goods as set forth on the attached Exhibit A incorporated herein by reference.
2. Compensation. For the purchase of goods under this Agreement, City shall pay Vendor the sum not to exceed \$1,500,000 (Exhibit A).
3. Method of Payment. City shall pay Vendor within 30 days from the date Vendor's invoices are approved by the City Manager. Vendor shall submit monthly invoices.
4. Indemnification. Vendor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Vendor, its officials, employees, agents or sub-Vendors, in connection with the goods and services that the Vendor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

5. Audit. City reserves the right to periodically audit all charges for good and services provided by Vendor.

6. Ownership of Goods. All goods accepted by the City shall be the property of the City.

7. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

8. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

9. Non-Assignability. Vendor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

10. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Vendor: Delta Wireless
1700 W. Fremont Street
Stockton, CA 95203

To City: IT Director
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

11. Conformance to Applicable Laws. Vendor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Vendor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

12. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Vendor at the address first stated above. Vendor shall be paid for that portion of goods provided when notice is received.

b. Vendor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Vendor, its employees and agents shall have the status of an independent Vendor and not as an employee of the City for any purpose.

d. If either City or Vendor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

DELTA WIRELESS

Kurt O. Wilson
City Manager

By: _____
Signature

Print name
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Exhibit A

Attachment E

Quote Number: QU0000325201

Effective: 24 JUN 2015

Effective To: 22 SEP 2015

Bill-To:

STOCKTON, CITY OF
425 N EL DORADO ST IT DIV LOWER LVL
CITY HALL
STOCKTON, CA 95202
United States

Attention:

Name: Tom Hennig
Email: tom.hennig@stocktongov.com
Phone: 209-937-8255

Sales Contact:

Name: Mitch Okafuji
Email: mokafuji@deltawireless.com
Phone: 209-948-9611

Request For Quote: Tom Hennig for SPD and MUD

Contract Number: HGAC

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	342	H98QDD9PW5AN	APX6000 UHF R1 MODEL 1.5 PORTABLE	\$2,276.00	\$1,479.40	\$505,954.80
1a	342	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$334.75	\$114,484.50
1b	342	H869BZ	ENH: MULTIKEY	\$330.00	\$214.50	\$73,359.00
1c	342	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION	\$599.00	\$389.35	\$133,157.70
1d	342	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
1e	342	H35BU	ADD: CONVENTIONAL OPERATION	\$500.00	\$325.00	\$111,150.00
2	57	NNTN7065B	IMPRES MUC CHARGER WITH 1 DISPLAY - US/NA PLUG	\$788.00	\$512.20	\$29,195.40
3	342	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$110.00	\$71.50	\$24,453.00
4	342	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$81.25	\$27,787.50
5	342	NNTN7038B	BATT IMPRES LIION IP67 3100T	\$142.00	\$92.30	\$31,566.60
6	70	M25QSS9PW1AN	APX6500 UHF R1 MID POWER	\$2,194.00	\$1,426.10	\$99,827.00
6a	70	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$334.75	\$23,432.50
6b	70	W22BA	ADD: PALM MICROPHONE	\$72.00	\$46.80	\$3,276.00
6c	70	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$280.80	\$19,656.00
6d	70	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$193.05	\$13,513.50
6e	70	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
6f	70	G625AP	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$599.00	\$389.35	\$27,254.50
6g	70	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$214.50	\$15,015.00
6h	70	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
6i	70	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	\$25.00	\$16.25	\$1,137.50
6j	70	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$39.00	\$2,730.00
6k	70	G48BD	ENH: CONVENTIONAL OPERATION APX6500	\$500.00	\$325.00	\$22,750.00
7	18	M22QSS9PW1AN	APX4500 UHF R1	\$1,354.00	\$880.10	\$15,841.80
7a	18	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
7b	18	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	\$650.00	\$422.50	\$7,605.00
7c	18	G66AW	ADD: DASH MOUNT O2 WWM	\$125.00	\$81.25	\$1,462.50
7d	18	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$39.00	\$702.00
7e	18	W22BA	ADD: PALM MICROPHONE	\$72.00	\$46.80	\$842.40
7f	18	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	\$319.80	\$5,756.40

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
7g	18	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
7h	18	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	\$25.00	\$16.25	\$292.50
8	30	H51QDF9PW6AN	APX 4000 UHFRI MHZ MODEL 2 PORTABLE	\$1,756.00	\$1,141.40	\$34,242.00
8a	30	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	\$650.00	\$422.50	\$12,675.00
8b	30	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
8c	30	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
9	30	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC	\$63.00	\$40.95	\$1,228.50
10	30	PMMN4084A	PLUS RSM NC IP54 THRD 3.5MM JACK RX	\$95.00	\$61.75	\$1,852.50
11	30	NNTN8128BR	BATT IMPRES LIION 2000T	\$102.00	\$66.30	\$1,989.00
Estimated Tax Amount						\$122,777.11
Total Quote in USD						\$1,486,967.21

* This quote contains items with approved price exceptions applied against it

* This quote contains items that reflect discounts from approved total Price Exception of (\$734564)

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.