

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

1 terminate at midnight on April 19, 2021, unless sooner terminated as provided herein. The
2 City may terminate this Contract by giving thirty (30) days prior notice of termination to
3 Contractor.

4 4. Neither this Contract nor any of the moneys that may become due
5 Contractor hereunder may be assigned without the prior written consent of City.

6 5. Any notices required hereunder or desired to be given by either party
7 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
8 class postage prepaid, addressed to Contractor at the address stated herein, and to City
9 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
10 shall be deemed given on the date personal delivery is made or on the date of deposit in
11 the mail, whichever first occurs.

12 6. City shall have the benefit of any warranty from the manufacturer on
13 the Triton Mobile Communication and Command Platform System, and Contractor
14 warrants that the Triton Mobile Communication and Command Platform System is in good
15 working order and free from defect at the time of delivery.

16 7. The parties agree on the Warranty and Terms and Conditions of
17 Sale, as specified in Exhibit "B", attached hereto and incorporated herein by this
18 reference.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

CARDINAL POINT CAPTAINS, INC., a Delaware corporation

April 29, 2020

By 
Name Andrea McAllister
Title VP of Finance


April 29th, 2020

By 
Name Jordan Cousins
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 15, 2020

By 
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER
City Manager

"City"

This Contract is approved as to form on May 8, 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

EXHIBIT "A"



Quotation

Attn: Lt. Eric Ledesma
City of Long Beach Police Department
 400 West Broadway
 Long Beach, CA 90802
 USA
eric.ledesma@longbeach.gov
 (562) 843-2298

Proposal Valid for 30 Days

Proposal # 20-009
 Lead Time 4 to 5 Months ARO
 Payment Terms Net 30

Item	Qty	Unit Cost	Total
Triton Tactical Command Kit	2	\$ 49,875.00	\$ 99,750.00
Dual-Use Battery Banks and Tripod Mounting Kits	3	\$ 9,599.00	\$ 28,797.00
30x PTZ HD Camera	2	\$ 1,750.00	\$ 3,500.00
Wireless Mesh, Wi-Fi, Cloud, Cellular Antennas	20	\$ 1,125.00	\$ 22,500.00
Single Band 8-Watt Radio	7	\$ 19,998.75	\$ 139,991.25
Remote/Onshore Antennas	2	\$ 4,499.00	\$ 8,998.00
Rugged Toughpad FZ-M1	1	\$ 6,400.00	\$ 6,400.00
Lenovo P73 Mobile Workstation	2	\$ 7,749.00	\$ 15,498.00
Systems Integration and Architecture	2	\$ 13,750.00	\$ 27,500.00
Licensing and Software Service Applications	2	\$ 1,500.00	\$ 3,000.00
3 Year Extended Warranty and Tech Support	1	\$ 53,696.00	\$ 53,696.00

Shipping Terms:

To be determined/installed onsite

CPC Contact
 Alex Dowell
 +1-707-373-1390
Alex.Dowell@CPCperforms.com

Subtotal	\$	409,630.25
Tax	\$	31,746.34
Shipping	\$	500.00
Total	\$	441,876.59

EXHIBIT "B"

Warranty and Terms and Conditions of Sale

1. WARRANTY. Seller represents and warrants (1) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; and (3) that all services performed pursuant hereto will be performed in accordance with the specifications and instructions of Buyer, provided nevertheless that Seller retain Discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

2. WARRANTY REPLACEMENTS AND REPAIRS. Seller warrants to the original purchase of its products that products will be free from defects in materials and workmanship under normal and proper use for the period of three (3) years from date of purchase. Seller will repair or replace, at its option, any products showing factory defects during this warranty period, subject to the following provisions and obligations:
 - This warranty applies only to a new product sold through authorized channels of distribution.
 - All work under warranty must be performed by Seller or Seller's representative.
 - All returned products must be shipped to our address, freight prepaid and Seller will return products to customer via ground freight. Any expedite fees or additional freight charges will be charged to buyer.
 - Any attempt to repair, service, or alter the product in any way voids the warranty.
 - This warranty does not apply in the event of accident, abuse, misuse, improper installation, unauthorized repair, tampering, modification, fire, earthquake, or damage from other external sources – including damage caused by user-replaceable parts.
 - This warranty does not apply to cosmetic damage or defects caused by normal wear and tear or aging of the product.
 - This warranty does not apply to damage caused by service performed by anyone who is not Seller or a representative of Seller.
 - This warranty does not apply to a product or part that has been modified without the written permission of Seller.
 - This warranty does not apply if the serial number has been removed or defaced.
 - This warranty does not extend to any other equipment, apparatus, vehicle, aircraft, or watercraft to which this product may be attached or connected.
 - Seller reserves the right to examine the defective covered product to determine whether the warranty is applicable and final determination of warranty coverage lies solely with the Seller.
 - Notwithstanding any other provision of this warranty, if buyer resells or transfers ownership of product to another party, the warranty shall automatically terminate.

3. INDEMNITY. Seller agrees to indemnify, defend, and hold buyer, its directors, officers, agency and employees, harmless from and against any and all liability, claims, suits, loss, damages, costs,



and expenses, including but not limited to, attorney's fees and court costs arising out of or resulting from any negligent acts, errors, or omissions of Seller in the performance of its services and duties hereunder.

4. WORK ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES. If this order requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Buyer's or its customer's fault or negligence, Seller agrees to indemnify Buyer and its customer against all loss or liability resulting from any act or omission of Seller, its employees, agents, or subcontractors.
5. TAXES. The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in the Purchase Order.
6. PACKAGING AND PACKING. Seller shall be responsible for properly packing and packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice.
7. TITLE AND RISK OF LOSS. The F.O.B. point shall be the delivery destination indicated in this order, and title to the supplies and risk of loss or damage shall pass to Buyer upon Buyer's acceptance of the supplies regardless of where Buyer takes physical possession.
8. INSPECTION AND TEST. All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents. If a defect exists and if Seller is unable or refuses to replace the goods or render the service again promptly, Buyer may replace such goods or obtain such services and charge Seller, or deduct from amounts owed by Buyer to Seller, the costs, expenses and losses including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services. After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be in Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by the Buyer. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of the Buyer hereunder shall be in addition to any other remedies provided by law.
9. DELIVERY. Seller agrees that time is of the essence in the performance of this Purchase Order. It is Seller's responsibility to furnish the quantity of supplies/services called for in this order. No variation in the quantity specified herein will be accepted as compliance with this order. Buyer reserves the right to return excess shipments at Seller's expense. Seller agrees to advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Seller's and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Seller's, or its subcontractor's, failure and the failure is not cured within ten (10) days after Seller's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Buyer.

