DATE: May 2, 2023

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Amendment and Additional Approvals Relating to the Annual Purchase Orders to AT&T/FirstNet for the Purchase of Air Cards for Mobile Data Computers

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve an amendment to the annual purchase orders to AT&T/FirstNet for the purchase of air cards for the Police Department’s (Department) mobile data computers; and
2. Approve the attached Equipment Lease-Purchase Complete Lease Agreement.

BACKGROUND:
On February 23, 2021, the City Council approved Agreement No. 21-103 for four (4) annual purchase orders to AT&T/FirstNet for the purchase of air cards for the Police Department's mobile data computers that are configured to work specifically with the Los Angeles Regional Interoperable Communications System (LA-RICS) network. Subsequently, AT&T/FirstNet provided additional contracts that were not included in the original material provided; thus, on May 18, 2021, the aforementioned contracts were presented to and approved by the City Council.

DISCUSSION:
The Department has now been notified by AT&T/FirstNet of an additional agreement (Equipment Lease-Purchase Complete Lease Agreement) that was erroneously omitted by the vendor. The Equipment Lease-Purchase Complete Lease Agreement brings forth the terms of the lease of equipment for a duration of 36 months.

AT&T/FirstNet has indicated that the equipment billing cannot proceed until the document is signed. Originally, services were anticipated to begin in Fiscal Year 2020-2021; however, due to items being on backorder, Year 1 of the services began in Fiscal Year 2021-2022 for the FirstNet service, while the equipment lease-purchase billing cycle for the equipment (air cards) will begin in Fiscal Year 2022-2023, upon signing of the aforementioned agreement, which will be in effect 36 months thereafter. This amendment seeks to accurately reflect the services provided and costs.
FINANCIAL/FUNDING ISSUES AND SOURCES:
Due to items being on backorder and the inclusion of sales tax, the monthly charge for the equipment lease-purchase has increased from $3,039.55 to $3,442.01 per month. Sufficient funds for this expenditure are available in Account Code No. 001.045.4527.45045.00 (General Fund – Police Department – Communications – Special Expenses – Police) as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>FirstNet</th>
<th>Equipment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 – 2022</td>
<td>$24,270.45</td>
<td>-</td>
<td>$24,270.45</td>
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<tr>
<td>2022 – 2023</td>
<td>$36,216.00</td>
<td>$24,094.07</td>
<td>$60,310.07</td>
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<td>$36,216.00</td>
<td>$41,304.12</td>
<td>$77,520.12</td>
</tr>
<tr>
<td>2024 – 2025</td>
<td>$36,216.00</td>
<td>$41,304.12</td>
<td>$77,520.12</td>
</tr>
<tr>
<td>2025 – 2026</td>
<td>$9,054.00</td>
<td>$17,210.05</td>
<td>$26,264.05</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$141,972.45</strong></td>
<td><strong>$123,912.36</strong></td>
<td><strong>$265,884.81</strong></td>
</tr>
</tbody>
</table>

Purchase orders encumbered in any given fiscal year will close at the end of that fiscal year, and the balance will be encumbered in the following fiscal year until the Department receives the final bill of the 36-month equipment lease-purchase.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Equipment Lease-Purchase Complete Lease Agreement
Attachment No. 2 – Previous Staff Reports dated February 23, 2021 and May 18, 2021

PREPARED BY:
Anna Chanyat, Administrative Analyst

COUNCIL PRESENTER:
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Cardell Hurt, Acting Chief of Police

CITY MANAGER APPROVAL: 
Artie Fields, City Manager
ATTACHMENT NO. 1
Lessee

Customer full legal name
CITY OF INGLEWOOD, CALIFORNIA

Telephone number (310) 412-5242
Fax number

Federal Employer ID Number (Required)

Contact Name ANNA MA
E-Mail Address amel@cityofinglewood.org

Address 1 MANCHESTER BLVD
City INGLEWOOD
State CA Zip 90301 County

Equipment location, if different from above 1 MANCHESTER BLVD
City INGLEWOOD
State CA Zip 90301 County

Equipment Detail

Equipment Description: 75 SIERRA WIRELESS ARLINK MP70 ROUTERS WITH SUPPORT, ANTENNAS AND DEPLOYMENT SERVICES

Equipment Supplier: AT&T Mobility Corporation

Schedule of Payments

Purchase option: One Dollar

Down Payment [if applicable]* S 0.00 (plus applicable taxes)
Term of Lease (in months) 36
Total number of payments: 36 In Averars **Payable to AT&T Capital Services, Inc. and due upon execution of this Agreement.

Payment frequency: Monthly

Payments**: 36 At $3,442.01 (plus applicable taxes)
Remaining at $____ (plus applicable taxes)

Terms and Conditions

1. LEASE: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described on page 1 of this Equipment Lease-Purchase Complete Lease Agreement ("Agreement"). It is expressly understood that the term "Equipment" shall include but is not limited to the equipment described on page 1 and any associated items therewith, including all parts, wiring, replacements, additions, repairs, and attachments incorporated therein and/or affixed therein, all documentation (such as technical documentation and/or user manuals), operating system software and application software. Any reference to "Lease" shall mean this Agreement, including the Opinion of Counsel, the Acceptance Certificate, and any riders, amendments, and addenda thereto, and any other documents as may from time to time be made a part hereof.

As conditions precedent to Lessor's obligation to purchase any Equipment, (a) Lessee shall execute this Agreement, and Lessor shall deliver the Acceptance Certificate, Opinion of Counsel, and any other documentation required by Lessor, and (b) there shall have been no material adverse change in Lessor's financial condition. (c) Lessee shall not file for reimbursement under the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) ("E-Rate") for the Equipment described herein during the term of this Agreement.

2. TERM: The lease term shall commence on the date of execution of an Acceptance Certificate or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the Lease, shall continue for the number of whole months or other payment periods set forth in this Agreement ("Initial Term"), commencing on the first day of the month following the Commencement Date or (commencing on the Commencement Date if such date is the first day of the month). The Term may be earlier terminated upon: (a) the non-propriation of funds pursuant to Section 4 herein, (b) an Event of Loss pursuant to Section 14, or (c) on Event of Default by Lessee and Lessor's election to cancel this Lease pursuant to Section 17.

3. PAYMENTS: During the Initial Term and any renewal term of the Lease, Lessee agrees to pay Lessor total rent equal to the aggregate amount of payments multiplied by the amount of each payment (plus taxes) specified on page 1 of the Lease. The due date of the first rent payment is the date upon which the Equipment is delivered to Lessee, or any later date designated by Lessor. Restrictive endorsements on checks sent to Lessor will not reduce Lessee's obligations to Lessor.

"Price" shall mean the actual purchase price of the Equipment. If the Price is increased or decreased as a result of a change in the actual purchase price of the Equipment, Lessor authorizes Lessee to adjust the Rent Payments accordingly.

Any sum received later than ten (10) days after its due date will bear interest from such due date at the rate of 1% per month, but not exceeding the lawful maximum, if any, until paid. All sums to be paid as provided herein shall be payable to Lessee at its address set forth above or such other place as Lessee directs in writing.

4. NON-APPROPRIATION: This Section is applicable only if the inclusion of such a non-propriation provision is required by state law, regarding financing by a state or local government. Lessee's obligations to pay Rent Payments and any other amounts due for each fiscal period are contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any fiscal period due to amounts due under the Lease, Lessee may terminate the Lease effective on the first day of such fiscal period ("Termination Date"), if (a) Lessee has used due diligence to exhaust all funds legally available; and (b) Lessee has received written notice from Lessee at least thirty (30) days before the Termination Date. Upon the occurrence of such non-propriation, Lessee shall not be obligated for Rent Payments for any fiscal period for which funds have not been so appropriated, and Lessee shall deliver the Equipment to Lessee on the Termination Date, packed for shipment in accordance with the manufacturer's specifications, freight prepaid and insured to any location in the continental United States designated by Lessee.

5. MAINTENANCE AND ESSENTIAL USE: Lessee shall at its expense, keep the Equipment in good working order, repair, appearance and condition, reasonable wear and tear excepted. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the Equipment, and will pay all costs, claims, damages, fees and charges arising out of possession, use or maintenance. The Equipment will not be removed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessee shall be entitled to enter upon the premises where the Equipment is located during reasonable business hours to inspect the Equipment or observe its use and operation.

6. DELIVERY: All transportation, delivery and installation costs shall be borne by Lessee. Lessee is not and shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or if the Lessee negotiates in bad faith prior to payment by Lessor to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Lease.
7. NON-CANCELLABLE NET LEASE: Subject only to the provisions of Section 4 herein, Lessee's obligations under the Lease are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the Equipment, or any misrepresentation of any supplier, manufacturer, installer, vendor or distributor. Lessee is responsible for the delivery, installation, maintenance, or operation of the Equipment.

8. WARRANTIES: Lessee and Lessor acknowledge that third-party warranties, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such third party and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Lease and any and all circumstances.

9. QUIET ENJOYMENT: During the Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined) has not occurred.

10. TAXES AND FEES: Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances except those created under this Lease. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon demand, in addition to any amounts payable under this Lease, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor.

11. DISCLAIMER OF WARRANTIES AND DAMAGES: LESSEE ACKNOWLEDGES THAT (a) THE SIZE, DESIGN, CAPACITY OF THE EQUIPMENT AND THE MANUFACTURER AND SUPPLIER HAVE BEEN SELECTED BY LESSEE; LESSEE IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE EQUIPMENT; (b) NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LESSOR OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF A LEASE, AND (c) EXCEPT FOR LESSOR'S WARRANTY OF QUIET ENJOYMENT, LESSEE HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. LESSEE LEASES THE EQUIPMENT "AS IS, WHERE IS".

LESSEE SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE, AND WHETHER RESULTING FROM USE OF THE EQUIPMENT OR BREACH OF THE LEASE OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR LESSOR'S BREACH OF A LEASE OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY LESSEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee represents, covenants and warrants to Lessor that; (a) Lessee is a public body corporate and politic, duly organized and validly existing, and has the power to execute, deliver and perform each Lease, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and any Schedules and related documents, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and any Schedules and related documents and the acquisition by Lessee of the Equipment thereunder; (b) the person representing this Agreement and related documents on behalf of Lessee has been given authority to bind Lessee; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Lessee, enforceable in accordance with their terms; (d) there are no actions or proceedings pending or threatened against Lessee which, if adversely determined, will have a material adverse effect on the ability of Lessee to perform its obligations under a Lease; (e) the execution, delivery and performance of this Agreement and any Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee by which it is subject; (f) Lessee qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (g) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 144(a) of the Code. (h) Lessee will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of Rent Payments from federal income taxation; (i) Lessee shall file Internal Revenue Form 1038-BO or Form 1038-BC, as applicable; and (j) Lessee will be the only entity to own, use and operate the Equipment during the Term and solely to perform essential governmental functions; and (k) the obligation of Lessee to pay Rent Payments shall constitute a current expense of Lessee and is not in contravention of any applicable limitation of indebtedness.

13. INSURANCE - Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the original cost of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee, naming Lessor as an additional insured and loss payee thereunder. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, including clauses requiring the insurer to give to Lessor at least 30 days prior written notice of any alteration or cancellation thereof.

14. CASUALTY LOSS: Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. If the Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Lease. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorata amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of the residual value of the Equipment (if applicable) plus the sum of all future Rent Payments from the last Rent Payment date to the end of the Lease Term with such Rent Payments discounted to present value at a rate equal to three percent (3%) for the remaining Lease Term, or if such rate is not permitted by law, then at the lowest permitted rate.

15. INDEMNITY: To the maximum extent permitted by applicable law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, and covenants to defend Lessor against, and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to the Lease including, without limitation, the selection, purchase, delivery, ownership, condition, use, operation of the Equipment, or violation of the software sublicense, or arising by operation of law (excluding the gross negligence or willful misconduct of Lessor). Lessee shall assume full responsibility for, or at Lessor's sole option, reimburse Lessor for the defense thereof. This Section shall survive the termination of the Lease with respect to acts or events occurring or alleged to have occurred or otherwise attributable to the period prior to the return of the Equipment to Lessor.

The Lessee is entered into based upon the assumption that the interest portion of the Rent Payments will not be includable in Lessee's gross income for federal income tax purposes. If Lessee causes Lessor's after-tax economic yield to be adversely affected, to the extent permitted by law, Lessee shall pay Lessor, on demand, an amount which will cause Lessor to have the same economic return had such a loss not occurred.
16. DEFAULT: Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (each an “Event of Default”); (a) failure by Lessee to pay any Rent Payments or other amounts payable under this Agreement for a period of ten (10) days or more, (b) failure by Lessee to perform any term or condition hereunder, it being agreed that default under one Agreement shall constitute a default under this Lease and all associated Agreements with Lessor, (c) Lessee defaults under any other agreement with Lessor or any other individual or entity after expiration of all applicable cure or grace periods, (d) the inaccurate of any material representation or warranty made by the Lessee or any guarantor hereof in connection with any Agreement hereunder, (e) Lessee’s attempt to make an assignment of this Lease or sublease any Equipment without Lessee’s prior written consent, (f) Lessee dissolves or ceases to exist or merges, consolidates with or into another entity, changes form, goes through a chapter of control or transfers a major part in value of its assets; (g) Lessee becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (h) a material adverse change in Lessor’s or any guarantor’s financial condition as will, in the good faith judgment of Lessor, impair the Equipment or increase the credit risk involved, (i) failure by Lessee to obtain or maintain any insurance required by Lessor under any Agreement hereunder, (j) any guarantor of any of Lessee’s obligations under any Agreement defaults in the performance of any covenant or obligation hereunder, or (k) Lessee files a UCC-3 Termination Statement without the prior written authorization of Lessor.

17. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of this Lease, (b) retain immediate possession of the Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (c) cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease, (d) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Rent Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any Equipment as Lessor in its sole discretion may determine and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar Equipment owned or leased by Lessor, or (f) by notice in writing to Lessee, cancel this Lease whereupon all right and interest of Lessee in or to the possession or use of the Equipment shall absolutely cease. In any event, Lessor, shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default and as partial damages for breach, a sum equal to the unpaid balance of Rent Payments for the remaining Term. (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such payments or proceeds are attributable to the balance of the Term.

Further, Lessor shall be entitled to recover from Lessee and Lessee agrees to pay: (i) any and all damages which Lessor shall sustain by reason of any such default or breach by Lessee, (ii) a reasonable sum for attorneys’ fees, and (iii) such expenses as shall be expended or incurred by Lessor in the seizure, payments, storage, transportation, and sale or disposition of the Equipment, or collection of any sums due hereunder. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lessor.

The remedies herein provided in favor of Lessor in the event of Lessee’s default as hereinabove set forth shall not be deemed to be exclusive but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

18. ASSIGNMENT: WITHOUT LESSOR’S PRIOR WRITTEN CONSENT (SUCH CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD), LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER (“TRANSFER”) THE EQUIPMENT OR THE LEASE OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON. Any attempted non-consensual Transfer by Lessee shall be void by operation of law. No Transfer shall relieve Lessee of any of the obligations under the Lease. Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the equipment without the lessee’s consent.

19. NOTICES: Notices, demands and other communications shall be in writing and shall be sent by hand delivery, certified mail (return receipt requested), or overnight courier service to Lessee or Lessor at their respective addresses stated above. Notices shall be effective upon the earlier of actual receipt or four days after the mailing date. Either party may substitute another address by written notice to the other party.

20. GOVERNING LAW: EACH LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LESSEE IS LOCATED.

21. TITLE TO EQUIPMENT; SECURITY INTEREST: Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment shall vest in Lessee; provided, however, that: (a) In the event of termination of this Lease pursuant to Section 4 hereof, or (b) upon the occurrence of an Event of Default as defined in Section 16 hereof, and as long as such Event of Default is continuing, title will immediately vest in Lessor. In order to secure all of its obligations hereunder, Lessee hereby grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, acquisitions, substitutions thereto and on or under which it proceeds thereafter. Lessor shall deliver to Lessor, upon Lessor’s request, such instruments and documents as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor’s rights hereunder, and Lessee hereby irrevocably appoints Lessee and its agents, its true and lawful attorney-in-fact for the limited purpose of filing on behalf of Lessee any and all UCC financing statements, which in Lessor’s sole discretion, are necessary or proper to secure Lessor’s interest in the Equipment in all applicable jurisdictions.

22. MISCELLANEOUS: (a) Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of the Lease shall not be construed as a waiver of any other breach of the same or any other provision; (b) if there is more than one Lessee, the obligations of each Lessee are joint and several; (c) Lessor shall deliver to Lessee, from time to time, such additional financial information as Lessor may reasonably request, including providing Lessor with current financial statements, budgets and proof of appropriateness for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and any Schedules, in such form and containing such information as may be requested by Lessor; (d) any provision of this Lease prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Lease; (e) the obligations which Lessee is required to perform during the Term of any Lease shall survive the expiration or other termination of the Lease to the extent that such obligations remain unperformed as of the expiration or termination of the Lease; (f) in the event Lessee falls to pay or perform any obligations under the Lease, Lessor may, at its option, pay or perform such obligation, and any payment made or expense incurred by Lessee in connection therewith shall be due and payable by Lessee, upon demand by Lessor, with interest thereon accruing at the rate of 1% per month, but not exceeding the lawful maximum, if any, until paid; (g) time is of the essence in each Lease and in each of the Lease provisions; (h) Lessee shall pay Lessor on demand all costs and expenses, including reasonable attorneys’ and collection fees incurred by Lessor in enforcing the terms and conditions of a Lease or in protecting Lessor’s rights and interests in the Lease or the Equipment; (i) no late charge, fee or interest, as applicable, is intended to exceed the maximum amount permitted to be charged or collected by applicable law; (j) this Agreement and/or any Lease hereunder may be executed in one or more counterparts, but only one shall be deemed an original, and it shall be stamped “Lessee Original” while all other counterparts shall be stamped “Lessee Copy”; (k) each Lessee constitutes the entire agreement between Lessor and Lessee with respect to the subject matter thereof and supersedes all previous writings and understandings of any nature whatsoever. No agent, employee, or representative of Lessor has any authority to bind Lessor to any representation or warranty concerning the Equipment and, unless such representation or warranty is specifically included in the Lease, it shall not be enforceable by Lessee against Lessor.

Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof, unless prohibited by law.

Except as otherwise provided in Section 9 of this Agreement, any modifications, amendments or waivers to a Lease shall be effective only if mutually agreed upon in writing and duly executed by authorized representatives of the parties.
**Acknowledgement**

Lessee hereby certifies that he/she has read and agrees to all of the terms and conditions set forth on pages 1-3 of this Equipment Lease-Purchase CompleteLease Agreement.

<table>
<thead>
<tr>
<th>Lessee Name</th>
<th>Accepted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF INGLEWOOD,</td>
<td>Lessor Name</td>
</tr>
<tr>
<td>CALIFORNIA DBA:</td>
<td>AT&amp;T CAPITAL SERVICES, INC.</td>
</tr>
<tr>
<td></td>
<td>Name and Title (please print)</td>
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<tr>
<td></td>
<td>Name and Title (please print)</td>
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<td></td>
<td>Signature</td>
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<td>Signature</td>
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**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement ("Lease") dated November 9, 2022 by and between AT&T Capital Services, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a State or a fully constituted political subdivision or agency of the State of the Equipment Location described in the Agreement hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

__________________________  
Attorney for Lessee
To Lessor: The undersigned Lessee hereby certifies that all Equipment described in Equipment Lease-Purchase CompleteLease Agreement No. 001-6597100-001 has been delivered to Lessee and installed; that the Equipment has been inspected by Lessee and is in good operating order; and that the Equipment is accepted by Lessee for all purposes under the Lease. Lessee hereby directs Lessor to pay the vendor for the Equipment.

<table>
<thead>
<tr>
<th>Lessee Name</th>
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<tr>
<td>CITY OF INGLEWOOD, CALIFORNIA</td>
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</table>

<table>
<thead>
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<th>Description of equipment</th>
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<tr>
<td>75 SIERRA WIRELESS AIRLINK MF70 ROUTERS WITH SUPPORT, ANTENNAS AND DEPLOYMENT SERVICES</td>
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</table>

<table>
<thead>
<tr>
<th>Name and title [please print]</th>
<th>Date</th>
</tr>
</thead>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Lease # [Office use only]</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>001-6597100-001</td>
</tr>
</tbody>
</table>

Upon acceptance, please e-mail this certificate to the below email address:

Attn: Ines P. Mejdrich,  
EMAIL: ip8274@att.com  
AT&T Capital Services, Inc.
"BILL TO" ADDRESS FORM

Please have an appropriate individual within your Accounts Payable organization complete this form and return it as indicated below. The purpose of this form is to assure accurate “bill to” addressing on all invoices that will be issued in conjunction with your lease, thus avoiding future Accounts Receivable issues as the result of invoices containing inadequate or incomplete information.

Lessee’s Legal Name: CITY OF INGLEWOOD, CALIFORNIA
Lease Agreement No: 001-6597100-001
Must your Purchase Order Number be referenced on your invoices? ☐ Yes ☐ No

PURCHASE ORDER NO.

PLEASE INDICATE YOUR ACCOUNTS PAYABLE ADDRESS BELOW. PLEASE BE SURE TO INCLUDE SPECIFIC LOCATION AND "ATTENTION TO" INFORMATION:

Company Name: Is it the same as the “Company Legal Name” shown above? ☐ Yes ☐ No*
*If “No”, please enter the Company Name below as it is to appear on your invoice:

COMPANY NAME

SUITE __________________________ STREET ADDRESS OR P O BOX __________________________

CITY __________________________ STATE _______ ZIP CODE _______

ATTENTION TO __________________________ “ATTENTION TO” PHONE # __________________________

Email Address __________________________

Federal Employer Identification Number (Required)

Is your company interested in participating in AT&T Capital Services, Inc.’s ACH PAYMENT PROGRAM? ☐ Yes* ☐ No ☐
*If “Yes”, please complete the attached “Authorization Agreement for ACH Payments” form.

Is your company TAX EXEMPT? ☐ Yes** ☐ No ☐
**If “Yes”, a copy of your Exemption Certificate MUST be attached to this form or tax will be charged.

This Form Has Been Completed By: ___________ / _______ - _______

SIGNATURE PHONE NO.

Please Return This Completed Form As Soon As Possible To:

Attention: Ines P. Mejdrich
Email: lps874@att.com
Phone: 800-323-7312

Please Record the Following “Remit To” Address in your Accounts Payable System:

AT&T Capital Services, Inc.
13160 Collections Center Drive
Chicago, IL 60693
AUTHORIZATION AGREEMENT FOR ACH PAYMENTS

The undersigned (the “Company”) authorizes AT&T Capital Services, Inc. (hereinafter “AT&T”) to initiate ACH debit entries, and if necessary, credit entries and adjustments for any debit entries in error, to the Checking Account and/or Savings Account indicated below, at the depository financial institution named below, for all obligations arising from the contractual agreement (the “Contract”) referenced below, for the duration of the Contract. This shall include, but is not limited to, all charges for payments, sales and use tax, personal property tax, late charges, and/or the purchase of equipment and/or services. The undersigned acknowledges that any origination of ACH transactions to the account must comply with the provisions of U.S. law.

Company Legal Name: CITY OF INGLEWOOD, CALIFORNIA
Contract No: 001-6597100-001

☐ Please debit the indicated account in the amount of $________________.

☐ Please set up the Contract with AT&T on automatic ACH payments to debit the account for the current interim period amount of $________ plus any and all other amounts that may be due under the Contract, at each interim period (monthly, quarterly, annually) of the Contract, for the duration of the Contract (as agreed). The initial ACH payment under this Authorization will include any past due amounts, plus applicable taxes.

Depository
Name_________________________________ Branch_________________________________
City____________________________________ State_________ ZIP________

Name on Account
Account_________________________________ Number________________________

ABA Routing Number_____________________________________________________

(9 digits between 1 and 9 on the bottom of your check)

This authorization will remain in effect until revoked (in writing) by the undersigned, its bank, or AT&T. All parties agree to provide notification within reasonable time and in such manner as to afford each party an opportunity to act upon it.

Company Name(s): ________________________________________________

(Please print)

Authorized Signature________________________________________________ Date________________

Please return: 1) THIS COMPLETED ACH FORM
2) A COPY OF A VOIRED CHECK

To: Ines P. Mejdrich
Phone: 800-323-7312
E-MAIL: lp8274@att.com
**Borrower’s Legal Name as Shown on Audited Financials:**

**Website to Obtain 3 years of Audited Financials Found At:**

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Invoices to be sent to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Contact</td>
</tr>
<tr>
<td>State</td>
<td>Department</td>
</tr>
<tr>
<td>Zip Code</td>
<td>Address</td>
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<tr>
<td>Phone Number</td>
<td>City, State, Zip</td>
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<td>Fax Number</td>
<td>Phone &amp; Fax Number</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>EIN (Required)</td>
<td>Special Instructions</td>
</tr>
</tbody>
</table>

**Double-clicking on a response box will allow you to add or remove a check mark**

1) Have you ever defaulted or non-appropriated on a lease purchase, loan or bond obligation?  Yes: ☐ No: ☐
2) Are you currently operating under emergency financial/fiscal management or have you in the past 3 years?  Yes: ☐ No: ☐
3) Are there any known issues that could impact the future repayment of this financing?  Yes: ☐ No: ☐
4) Will any loan or grant proceeds be used as the dedicated source of repayment for this financing?  Yes: ☐ No: ☐
5) Have you issued or do you reasonably intend to issue more than $10MM in tax exempt debt during the calendar year?  Yes: ☐ No: ☐
6) For any payments due in your current FY, have those payments been formally appropriated?  Yes: ☐ No: ☐
   If no or if your 1st payment is due in next fiscal year, has this been formally approved by board resolution?  Yes: ☐ No: ☐
7) Will payments be made from your General Fund?  Yes: ☐ No: ☐
   If no, which fund & provide page in most recent audit where found?  
8) Will any portion of the financed property be used by a private corporation or individual? Yes: ☐ No: ☐
   If Yes, what % will be used by a private corporation or individual?  
9) Do you operate under home-rule (a charter)?  Yes: ☐ No: ☐ Unsure: ☐
10) Will the proceeds of this lease be used entirely for software and/or prepaid services? Yes: ☐ No: ☐
    If “Yes”, will this software and/or prepaid services be for equipment that you own or are financing?  Own: ☐ Financed: ☐
11) Will any portion of the financed property be affixed to real property?  Yes: ☐ No: ☐
12) Are you self insured for property damage?  Yes: ☐ No: ☐
13) Are you self insured for liability?  Yes: ☐ No: ☐
14) Are you a member of a managed risk pool for insurance?  Yes: ☐ No: ☐
15) Is this financing replacing, an expansion or completely brand new?  Replacement: ☐ Expansion: ☐ New: ☐
    If replacement, what is the age of the equipment it is replacing?  
    If replacement or expansion, is the existing equipment paid off?  
16) What is your population or enrollment?  As of what date?  
17) What is your tax-based assessed value?  As of what date?  

18) Equipment/Product Description (please refrain from using acronyms or part numbers):  

19) What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg. cost savings, productivity, functionality, etc.)?  If this financing is entirely for prepaid services, please also provide a detailed description of the departments/functions being supported.  

**Submitted By (Name):**  
**Title:**  
**Signature**  
**Date:**  

*Signature on this questionnaire shall not bind the Customer to the Lease. Nor shall this questionnaire be construed as a commitment by AT&T Capital Services, Inc. to provide financing for such Lease. Such commitment requires formal credit review and approval, and the execution and delivery of acceptable, definitive documentation. Depending on the above responses, further clarification may be requested.*
W-9
Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   AT&T Capital Services, Inc.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   - Exempt payee code (if any) ____________
   - Exemption from FATCA reporting code (if any) ____________

   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.
   13180 Collections Center Drive
   Chicago, IL 60693

   Requester’s name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number

Or

Employer Identification number

3 6 3 2 8 4 9 8 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ______________________

Date 1/13/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 02/01/2023

**COVERAGE**

- **CERTIFICATE NUMBER:** C6-00999519-03
- **REVISION NUMBER:**

**COVERAGE**

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<td>EL Disease-Policy Limit</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

- Pam Providing Cellular Services, Equipment, software, Installations, Sales activities, and Professional Services performed remotely or on site at any City of Inglewood office, yard, or facility in performance of the NASPO Contract.
- The City of Inglewood, its officers, affiliates, employees, and volunteers future included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

See ACORD 101

**CERTIFICATE HOLDER**

City of Inglewood
Attn: Alasha Thompson
1 W. Manchester Blvd.
Inglewood, CA 90301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Marsh USA Inc.
### AGENCY
Marsh USA, Inc.

### NAMED INSURED
AT&T Services, Inc.
One AT&T Plaza
208 South Akard
Room 1820
Dallas, TX 75202

### ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation - WWXS 313939 22 (OH-WA)
Self Insured Retentions
OH & WA - $550,000,000 (except: Terrorism)
OH & WA - $600,000,000 Terrorism

This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Persons or Organizations as Required by Written Contract or Agreement.</td>
<td>The Locations as Specified in the Written Contracts or Agreements.</td>
</tr>
</tbody>
</table>

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
G. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Persons or Organizations as Required by Written Contract or Agreement.</td>
<td>The Locations as Specified in the Written Contracts or Agreements.</td>
</tr>
<tr>
<td>In no event shall the insurance provided exceed the scope of coverage or limits as required by said contract or agreement.</td>
<td></td>
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</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:
All persons or organizations as required by written contract or agreement.

Address:
The addresses as specified in the written contracts or agreements.

Provisions
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10
OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US ENFORCEMENT

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Address:
THE ADDRESSES AS SPECIFIED IN THE WRITTEN CONTRACTS OR AGREEMENTS.

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement or Any Persons or Organizations to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13
OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as Required by Written Contract or Agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the Person(s) or Organization(s) shown in the above Schedule, provided that:

1. Such Person(s) or Organization(s) is an Additional Insured under such other insurance; and

2. You have agreed that this insurance is primary and you will not seek contribution from any other insurance available to such person or organization.
IL 10 (12/06)  OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
All persons or organizations as required by contract or agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.
IL 10 (12/06)  OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
All Persons or Organizations as Required by Written Contract or Agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

For the Person(s) or Organization(s) that are listed in the Schedule above, that are also an Additional Insured under an endorsement attached to this policy, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy, provided that:

1. The Additional Insured is a Named Insured under such other insurance; and;

2. You have agreed with the Additional Insured that this insurance is primary and will not seek contribution from any other insurance available to the Additional Insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization for whom you perform work under a Written Contract that Requires you to obtain this Agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV—Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.
POLICY NUMBER: MWC 313638 22

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 06-01-22

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

All persons or organizations as required by written contract or agreement.

Address:

The addresses as specified in the written contracts or agreements.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10
ATTACHMENT NO. 2
DATE: February 23, 2021

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Annual Purchase Orders to AT&T/FirstNet for the Purchase of Air Cards for Mobile Data Computers

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Authorize issuance of a four-year annual purchase order to AT&T/FirstNet to purchase air cards for the Police Department's mobile data computers for a total amount of $248,662.71 (General and Grant Funds); and
2. Adopt a resolution amending the Fiscal Year 2020–2021 Budget in the amount of $67,066 for the first year's costs. (General Fund)

BACKGROUND:
In 2014, the Inglewood Police Department joined the Los Angeles Regional Interoperable Communications System (LA-RICS) whose primary goal is to establish a regional voice and data interoperable communications system for use by first responders in the Los Angeles County area. LA-RICS has been engaged in developing this system for several years and has recently commenced work locally to integrate the Department's radio system into the network.

DISCUSSION:
Since 2018, the Department has been engaged in efforts with LA-RICS to install equipment necessary for the regional interoperable communications systems. The Department's voice communications network is nearly complete, and it is transitioning to complete the installation of equipment required for the data network. Once installed, the Department's mobile data computers and other devices that operate using data services will be fully integrated with the Regional Interoperable Communication System.

Integration requires the purchase of seventy-five (75) air cards for the Department's mobile data computers. Air cards are wireless modems that connect mobile devices to the internet through cellular networks.

The Department's current radio and data network consists of equipment that has been configured to operate with the County of Los Angeles Regional Interoperable Communications Network System (LA-RICS). AT&T/First is the service provider for the network. The air cards selected for this data integration are configured to work specifically with the LA-RICS network. For this
reason, this purchase is standardized under Inglewood Municipal Code Section 2-198.1(b). Exceptions to Competitive Bidding Requirement, which states the following:

_Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:_

*Standardization of Goods and/or Services. When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the City, provided such purchases do not exceed the cost of two hundred fifty thousand dollars ($250,000.00). Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems and fire apparatus.*

This purchase was originally scheduled for completion during Fiscal Year 2019 – 2020; however, it was not completed because of delays installing other equipment related to the LA-RICS regional integration.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
The total amount of this purchase from AT&T/FirstNet shall not exceed $248,662.71. The cost includes all necessary equipment supplies in the amount of $109,423.71 and the monthly data service costs in the amount of $139,239. Funds for this purchase should be encumbered annually as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 – 2021</td>
<td>$67,065.57</td>
</tr>
<tr>
<td>2021 – 2022</td>
<td>$72,690.57</td>
</tr>
<tr>
<td>2022 – 2023</td>
<td>$72,690.57</td>
</tr>
<tr>
<td>2023 – 2024</td>
<td>$36,216.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$248,662.71</strong></td>
</tr>
</tbody>
</table>

Upon adoption of the attached resolution amending the Fiscal Year 2020 – 2021 Budget, funds in the amount of $67,066 will be transferred from the General Fund – Reserves to Account Code No. 001.045.4527.45045.00 (General Fund - Police Department – Communications – Special Expense) for the first year's costs. Future years will be funded using Account Code No. 225.045.4564.45045.00 (Grant Fund – Police – Asset Forfeiture – Special Expense) or another funding source.

**LEGAL REVIEW VERIFICATION:** [Y] [Y]
Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by the Office of the City Attorney.

**BUDGET REVIEW VERIFICATION:** [Y] [Y]
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Budget Division.
FINANCE REVIEW VERIFICATION: YPD
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed, and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Price Quote
Attachment No. 2 – Resolution

PREPARED BY:
Mark Fronterotta, Chief of Police
Anna Ma, Payroll Technician

COUNCIL PRESENTER:
Mark Fronterotta, Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: ________________
Mark Fronerotta, Chief of Police

CITY MANAGER APPROVAL: ________________
Artie Fields, City Manager
DATE: May 18, 2021

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Participating Addendum and Pricing Schedule with AT&T/FirstNet for the Purchase of Air Cards for Mobile Data Computers

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve the attached Participating Addendum and Pricing Schedule with AT&T/FirstNet to purchase air cards for the Police Department's mobile data computers.

BACKGROUND:
In 2014, the Inglewood Police Department joined the Los Angeles Regional Interoperable Communications System (LA-RICS) whose primary goal is to establish a regional voice and data interoperable communications system for use by first responders in the Los Angeles County area. LA-RICS has been engaged in developing this system for several years and has recently commenced work locally to integrate the Department's radio system into the network.

Since 2018, the Department has been engaged in efforts with LA-RICS to install equipment necessary for the regional interoperable communications systems. The Department's voice communications network is nearly complete, and it is transitioning to complete the installation of equipment required for the data network. Once installed, the Department's mobile data computers and other devices that operate using data services will be fully integrated with the Regional Interoperable Communication System.

Integration requires the purchase of seventy-five (75) air cards for the Department's mobile data computers. Air cards are wireless modems that connect mobile devices to the internet through cellular networks.

The Department's current radio and data network consists of equipment that has been configured to operate with the County of Los Angeles Regional Interoperable Communications Network System (LA-RICS). AT&T/FirstNet is the service provider for the network. The air cards selected for this data integration are configured to work specifically with the LA-RICS network.

DISCUSSION:
On February 23, 2021, the City Council approved a four-year annual purchase order from AT&T/FirstNet for the purchase of air cards for the Police Department's mobile data computers that are configured to work specifically with the LA-RICS network.
Upon City Council approval of the four-year annual purchase order, AT&T/FirstNet subsequently provided additional contracts that were not included in the original material provided. The Participating Addendum brings forth additional terms and conditions to the agreement. It outlines the pricing that AT&T/FirstNet has offered to a multitude of agencies throughout the country. The original City Council approval was based off of standardization which continues to be applicable. The Pricing Schedule outlines the statement of work. It reiterates the equipment and services to be provided.

It is recommended that the attached Participating Addendum and Pricing Schedule with AT&T/FirstNet are approved. AT&T/FirstNet has indicated that the purchase cannot proceed until these two (2) documents are signed.

FINANCIAL/FUNDING ISSUES AND SOURCES:
None.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Participating Addendum
Attachment No. 2 – Pricing Schedule
Attachment No. 3 – Initial Staff Report Approved on February 23, 2021

PREPARED BY:
Mark Fronterotta, Chief of Police
Anna Ma, Payroll Technician

COUNCIL PRESENTER:
Mark Fronterotta, Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Mark Fronerotta, Chief of Police

CITY MANAGER APPROVAL:  
Artie Fields, City Manager