

**AMENDMENT NUMBER ONE
TO
PURCHASING AND SERVICES AGREEMENT
BETWEEN
CITY OF COSTA MESA
AND
WATCHGUARD VIDEO, INC.**

This Amendment Number One ("Amendment") is made and entered into as of the 12th day of May, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WATCHGUARD VIDEO, INC., a Delaware corporation ("WatchGuard"), formerly WATCHGUARD, INC.

WHEREAS, City and WatchGuard entered into a Purchasing and Services Agreement dated June 26, 2020 for City's purchase of WatchGuard Products and Services (the "Agreement"); and

WHEREAS, City now desires to purchase additional WatchGuard Products and Services, as detailed in WatchGuard's Project Quotation dated February 14, 2021, attached hereto as Exhibit "A," and the Statement of Work, attached hereto as Exhibit "B," both incorporated herein; and

WHEREAS, City and WatchGuard desire to amend the Agreement to include the products and services set forth in Exhibits A and B, and to increase WatchGuard's compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The WatchGuard Products and Services shall be amended to include the products and services described in Exhibits A and B hereto.
2. City agrees to pay WatchGuard One Hundred Sixty-Six Thousand Six Hundred Eighty-Seven Dollars (\$166,687.00) for the additional products and services, in accordance with Exhibit A.
3. WatchGuard shall provide City with warranty coverage for the new products upon the terms set forth in Exhibit "C," attached hereto and incorporated herein.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Lori Ann Farrell H

Lori Ann Farrell Harrison
City Manager

Date: 06/04/21

WATCHGUARD

FR

Signature

FRAN JUDGE SALES MGR

Name and Title

Date: 5-17-21

ATTEST:

Brenda Green 6/7/2021

Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 6/3/21

EXHIBIT A
PROJECT QUOTATION



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



MISSION-CRITICAL COMMUNICATIONS



COMMAND CENTER SOFTWARE



VIDEO SECURITY & ANALYTICS



MANAGED & SUPPORT SERVICES

BY THE NUMBERS

\$7.3 BILLION
in annual sales (2018)

\$637 MILLION
in R&D spending (2018)

\$3.3 BILLION
in acquisitions spending since 2016

17,000+ EMPLOYEES
in 60 countries

100,000+ CUSTOMERS
in over 100 countries

6,900+ PATENTS
granted and pending

13,000 NETWORKS
across the globe

AWARDS

The Wall Street Journal Management Top 250, No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies, No. 3 in Networks and Other Communications Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index, September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:
Costa Mesa Police Department - Attention: David Casarez
(40) V300

QUOTATION - MCH-0042-01

DATE: 02-14-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty
V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount \$805.00 BW-V30-10-- V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount	40
V300 Transfer Station II with Power Supply and Cables. \$1,200.00 BW-ACK-V3-TS V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.	8
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh \$95.00 WGP02614	40
V300 Base Assembly, USB Desktop Dock \$95.00 WGA00640-KIT1	10
Warranty, V300 3 Year, No-Fault \$425.00 WGW00300-003	40
Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device \$495.00 WGC01001	40
Additional Mounting Option (Molle) Free 000-000	40

TAX 1
000-000

Shipping 1
000-000

Total Price **\$87,487.00**

Notes:

1. Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
- 2.) Pricing based on original pricing in RFP 20-07

Quoted by: Madeline Hodson - 800-605-6734 - madeline.hodson@motorolasolutions.com

Equipment price + 1 year unlimited cloud storage = \$87,487.00

Unlimited Cloud Storage years 2-5 \$19,800.00 each = \$79,200.00

Grand Total: =\$166,687.00

Grand total will be invoiced upon receipt of all equipment

Quote expiration date: 6/30/2021



WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.

KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit



For more information, visit www.motorolasolutions.com/v300



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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EXHIBIT B
STATEMENT OF WORK



Date: April 6, 2021 ("Effective Date")

Service Provider:

WatchGuard, Inc. a corporation incorporated
in the state of Texas

Client:

City of Costa Mesa Police Department
Attn: STEPHANIE URUETA
77 Fair Drive Costa Mesa CA 92626

Principal Address of Service Provider:

415 E. Exchange Parkway
Allen, Texas 75002

Telephone Number: (866) 325-2836

WatchGuard, Inc. Federal Tax

Identification Number:

11-3717781

1. Scope of Work. Service Provider will perform certain services and provide deliverables for Costa Mesa Police Department as described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services"). During the term of the Agreement, Costa Mesa Police Department may request Service Provider to perform additional services which shall be outlined in an additional description of services acknowledged in writing by both parties. Such additional Statement(s) of Work (the "Additional Services") shall be subject to the terms and conditions of the Agreement, in addition to any additional terms and conditions set forth in such Statement(s) of Work (collectively, "this Statement of Work".) The Initial Services and Additional Services, if any, shall be referred to collectively in this Statement of Work as the "Services". All Schedules and Exhibits attached hereto are hereby incorporated by this reference.

2. Agency Provided Services and Equipment. Costa Mesa Police Department May choose to perform certain tasks or provide equipment needed to complete the agreed upon Scope of Work. These services shall be described in the Statement of Work attached hereto as Schedule 1 (the "Initial Services") and detailed in Appendix A to Schedule 1. Costa Mesa Police Department acknowledges that these tasks or equipment are required and the Agency's failure to perform or deliver these tasks may result in additional costs and or delays.

3. Manner of Performance/Warranties.

(a) Service Provider represents and warrants that it and Service Provider's employees and authorized subcontractors performing Services hereunder (i) have the requisite expertise, ability and legal right to render the Services and will perform the Services in an efficient and timely manner; (ii) will abide by all laws, rules and regulations that apply to the performance of the Services, including applicable requirements regarding equal employment opportunity and (iii) its performance of the Services will not violate or in any way infringe any patent, trademark, copyright or other proprietary interest of any third party.

(b) Service Provider shall maintain accurate and complete records specifically relating to the Services in accordance with generally accepted accounting principles and industry practices and retain such records for a period of one (1) year following the completion of the Services. Costa Mesa Police Department may audit such records during normal business hours upon prior notice to Service Provider.

4. Remedies. Service Provider will promptly re-perform any Services not performed in accordance with the representations and warranties set forth in this Statement of Work at no additional expense to Costa Mesa Police Department to correct any non-conformance to Costa



Mesa Police Department's reasonable satisfaction. If Service Provider is unable within a reasonable time to comply with the foregoing obligations, Service Provider will refund to Costa Mesa Police Department the lesser of (a) the amount paid for the non-conforming Services or (b) the last amount paid for the last invoice submitted to Costa Mesa Police Department. The remedies set forth in this paragraph are non-exclusive.



**Schedule 1
Initial Services Statement of Work**

Under the terms and conditions of the Purchasing and Services Agreement dated April 6, 2021 by and between Service Provider and Costa Mesa Police Department, the Service Provider shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:

WatchGuard, Inc. will provide to Costa Mesa Police Department services resulting in the successful and satisfactory installation and configuration of additional WatchGuard V300 body worn cameras and associated hardware. Table 1 lists the work required to complete a successful installation. The "Appendix A Reference Number" column represents the line item in which each party is responsible. If an "X" is listed under the "WGV" column then WatchGuard, Inc. is responsible for that particular task. If an "X" is listed under the "Agency" column, then Costa Mesa Police Department is responsible for that particular task. Detail descriptions of each major section (indicated by Bold Text) are included in Appendix A which is incorporated by reference.

Table 1. Work Breakdown Structure

Appendix A Reference Number	WGV	Agency	Short Description (See Appendix A for details on each item)
SVR-01	NA		Installation of Server in Equipment Rack (if applicable)
SVR-02	NA		Provide a suitable Rack
SVR-03	NA		Mounting or Racking the Server
SVR-04	NA		Connecting the server (120V Power connector), KVM, Network Cabling and switches, JBOD, UPS)
SVR-05	NA		Provide a physical or Virtual Server that meets the specified Server Requirements
SVR-06	NA		Installation and configuration of Windows Operating System and disk storage systems
SVR-07	NA		Provide Operating System License
SVR-08	NA		Install and configure Operating System (Includes current patches)
SVR-09	NA		Setup and perform backups
SVR-10	NA		Setup recommended disk configuration
SVR-11	NA		Install and configure for remote access
SVR-12	NA		Installation of Mikrotik Access Points
SQL-01	NA		Installation of Microsoft SQL Server
SQL-02	NA		Provide SQL Server Licenses
SQL-03	NA		Install and configure SQL Server
SQL-04	NA		SQL Backup and Maintenance plan
SQL-05	N/A		Setup SQL Instance (if shared database server),
EL-01	NA		Installing and configuration of Evidence Library (CLOUD)
EL-02	NA		Install and configure Base Software



EL-03	NA		Add or Sync Security Groups and Users
EL-04		X	Configure Evidence Library
EL-05	N/A		Install and configure Upload Servers (if applicable)
EL-06	N/A		Installation of Evidence Library agent on Agency computers
EL-07	N/A		Provide client computers that meet client Hardware and Software requirements.
EL-08	N/A		Connect client computers to Agency Network and Active Directory Domain
EL-09	N/A		Installation of Evidence Library Cloud Environment
EL-10	N/A		Installation and Configuration of Redactive machine (if applicable)
Configuring available 4RE DVR units			
4RE-01	N/A		Create Configuration USB
4RE-02	N/A		Configure Each DVR as installs are completed
4RE-03	N/A		Change DVR IP configuration (if required)
4RE-04	N/A		
4RE-05	N/A		MDC Application (if required)
4RE-06	N/A		Provide client computers that meet client Hardware and Software requirements for the MDC Application.
4RE-07	N/A		Install and configure MDC application on each computer.
4RE-08	N/A		Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion)
4RE-09	N/A		4RE System In-Car Installation
4RE-10	N/A		4RE Interview Room setup
4RE-11	N/A		4RE-M 4RE Motorcycle System Installation
Configuring available V300 body worn cameras			
V300-01		X	Create Configuration
V300-02		X	Configure Each V300 body worn camera
V300-03		X	Install/Configure Smart PoE Switch in Vehicle (if applicable)
V300-04	N/A		Install and Configure Transfer Station (if applicable)
V300-05		X	Install, Connect, Configure Transfer Station Racks
V300-06		X	
Finish Testing Function of WatchGuard System			
TEST-01	N/A		Complete Testing Checklist
TEST-02	N/A		
Training			
TRAIN-01	N/A		4RE DVR Installation Training
TRAIN-02	N/A		4RE and V300 End User Training (Officers)
TRAIN-03	N/A		Evidence Library User Training (Officers/Supervisors)
TRAIN-05	N/A		Evidence Library Administrative Training
TRAIN-06	N/A		Redactive Training
TRAIN-07	N/A		
Close-01	N/A		Project Sign-Off

Appendix A Reference

This appendix references the page number that include detailed actions and instructions for each "short description" in Table 1. See Appendix A, for details on each reference number.

NOT APPLICABLE FOR ADDITIONAL V300 CAMERA ONLY PURCHASE. NO INSTALLATION OR

EXHIBIT C

HARDWARE WARRANTY



V300 NO-FAULT EXTENDED HARDWARE WARRANTY – 3 YEAR PLAN

WatchGuard, Inc., in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. WatchGuard warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase in its standard Limited Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from WatchGuard. Any and all No-Fault warranties must be purchased with the initial purchase of the V300 unit, and the V300 No-Fault warranty must also be purchased for all V300 units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault V300 Camera Warranty:

WARRANTOR – This warranty is granted by WatchGuard, Inc., 415 E. Exchange, Allen, TX 75002, Telephone: 972-423-9777, Facsimile: 214-383-9661.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

PARTS AND COMPONENTS COVERED – The V300 No-Fault warranty covers all parts and components of the V300 Standard, and the V300 Extended Capacity Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the WatchGuard system was internally changed, modified, or repaired.

LIMITED LIABILITY – WatchGuard's liability is limited to the repair or replacement of components. WatchGuard will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.



REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. WatchGuard requires that any and all parts and pieces of the damage unit be returned. By contacting WatchGuard to send in a unit in for repair or replacement under the No-Fault Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, WatchGuard will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard Video No-Fault warranty, please direct them to:

WatchGuard, Inc.

Attn: Customer Service Department

415 E. Exchange

Allen, Texas 75002

(800) 605-6734 Toll Free Main Phone

(866) 384-8567 Toll Free Queued Customer Service

(972) 423-9777 Main

(214) 383-9661 Fax

www.watchguardvideo.com

support@watchguardvideo.com