

DURHAM



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CITY OF MEDICINE

CITY OF DURHAM

POLICE DEPARTMENT
505 W. CHAPEL HILL STREET • DURHAM, NC 27701
www.durhampolice.com



August 8, 2014

American Civil Liberties Union of North Carolina
Attn.: Christopher A. Brook
Post Office Box 28004
Raleigh, North Carolina 27611-8004

Re: Public Records Request Regarding Use of Cell Site Simulators

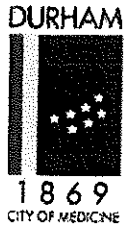
Dear Attorney Brook:

It is my understanding that you have previously communicated with Lt. Brian Reitz regarding the receipt of public records from the Durham Police Department. Please be advised that Lt. Reitz was recently promoted and consequently reassigned. I will be acting as the Executive Officer to the Chief of Police and supervisor of the Public Information Office. As such, future requests for public information may be sent to my attention. I am in receipt of your letter dated June 25, 2014, requesting various public records related to the use of cell site simulators. Please find enclosed the public records responsive to your request. To the extent records have been requested but are not enclosed, such records either do not exist, are not in the possession of the City, or do not constitute public records pursuant to N.C.G. S. §132-1.4, N.C.G.S. §132-1.7, and 6 U.S.C. §482.

Sincerely,

Lt. Lyle O'Neil
Executive Officer to the Chief of Police

Cc: Toni Smith
Sr. Assistant City Attorney



CITY OF DURHAM | NORTH CAROLINA

Approved 9/20/10
KAF-08

Date: August 16, 2010

To: Thomas Bonfield, City Manager
Through: Theodore L. Voorhees
From: Jose L. Lopez, Sr., Chief of Police
Subject: Use of Asset Forfeiture Funds

Executive Summary:

The Police Department proposes to use Asset Forfeiture Funds to purchase surveillance equipment to be used in criminal investigations and to aid in the apprehension of wanted people. The total cost of this equipment is \$265,000.

Recommendation:

Staff recommends that the City Council authorize the use of Asset Forfeiture Funds in an amount not to exceed \$265,000.00 to purchase equipment for the department's Special Operations Division to use for surveillance involved in the investigation of criminal offenses and the apprehension of wanted people.

Background:

The department's Special Operations Division is responsible for investigating and apprehending subjects involved in high-level narcotics cases, terrorism cases, aggravated assaults and homicides where the suspects frequently cross-jurisdictional and state boundaries and other incidents that require sophisticated surveillance techniques. This equipment would greatly enhance our investigators ability to conduct these types of investigations.

Issues/Analysis:

With the increased availability of electronic devices, criminals are becoming increasingly more sophisticated in their tactics as they conduct criminal activity. This equipment would greatly enhance the department's ability to investigate such activity.

Alternatives:

There are currently no other funding sources available to make the purchase described above. The only other alternative would be not to purchase the equipment, which would have an adverse affect on the department's ability to conduct criminal investigations.

Financial impact:

The purchase of this equipment will not affect the city's resources because the department will use its Federal and/or State Asset forfeiture Funds to make the proposed purchases. The Department receives both State and Federal forfeitures from government agencies because of assets seized during drug arrests/investigations.

SDBE:

This is a request to use funds for the purposes indicated. The Purchasing Department will follow SDBE guidelines and proper procurement procedures in making the actual purchase.

Agenda Item Request E-Form

Information

Submittal Date

12/07/2010

Last Resubmit Date

Request Number

7503

Deadline Date

12/07/2010

City Council Meeting Date

01/03/2011

Originator Name

STEVE MIHAICH

Department

POLICE

Phone Number

560-4322

Email Address

STEVE.MIHAICH@DURHAMNC.GOV

Title

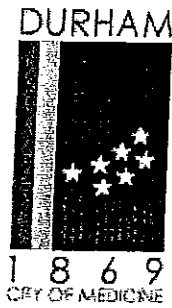
SOLE SOURCE PURCHASE â€” RAYFISH® SURVEILLANCE EQUIPMENT

Motion To:

Statement of presentation you wish to make and statement of action you wish Council to take.

To authorize the purchase of RayFish® Surveillance Equipment without competitive bidding as authorized by G.S. 143-129 (e) (6) "on the grounds that the product is available from only one source of supply".

The authorize the City Manager to enter into a contract with



CITY COUNCIL MEETING
Monday, January 3, 2011
Council Chambers, First Floor

The Mayor calls the meeting to order at 7:00 p.m.

CALL TO ORDER

MOMENT OF SILENT MEDITATION

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL ITEMS

**PRIORITY ITEMS BY THE CITY MANAGER, CITY ATTORNEY AND
CITY CLERK**

CONSENT AGENDA

1. Approval of City Council Minutes

To approve City Council minutes for the December 6, 2010 City Council Meeting.

(Resource Person: D. Ann Gray – 4166 ext. 12267) (PR# 7504)

2. Equal Business Opportunity Program Advisory Committee - Appointment

To appoint Wendy Clark to the Equal Business Opportunity Program Advisory Committee representing SDBE Non-Professional Services Firm Owner with the term to expire on April 1, 2011.

Note: At the Work Session on December 21, 2010, Ms. Clark received seven (7) votes.

(Due to the resignation of Charlene Justice-Bass)

(Resource Person: LaVerne V. Brooks – 4166 ext. 12264) (Attachment #2 - 5 pages)
(PR# 7494)

3. Design District Review Team - Appointment

To appoint Scott Harmon to the Design District Review Team as a Landscape Architect with the term to expire on January 31, 2013.

Note: At the Work Session on December 21, 2010, Mr. Harmon received four (4) votes.

(Due to the term expiring of Chris Brasier)

(Resource Person: LaVerne V. Brooks – 4166 ext. 12264) (Attachment #3 - 6 pages)
(PR# 7495)

4. Durham City-County Environmental Affairs Board - Appointment

To appoint Ann Woodward to the the Durham City-County Environmental Affairs Board to represent Energy with the term to expire on June 1, 2012.

Note: At the Work Session on December 21, 2010, Ms. Woodward received seven (7) votes.

(Due to the resignation of James Stivers)

(Resource Person: LaVerne V. Brooks – 4166 ext. 12264) (Attachment #4 - 3 pages)
(PR# 7497)

5. Durham Open Space & Trails Commission - Appointment

To appoint Jeffrey Michael Bakalchuck to the Durham Open Space & Trails Commission to represent At-Large with the term to expire on June 30, 2011.

Note: At the Work Session on December 21, 2010, Mr. Bakalchuck received seven (7) votes.

(Due to the resignation of David Sokal)

(Resource Person: LaVerne V. Brooks – 4166 ext. 12264) (Attachment #5 - 3 pages)
(PR# 7499)

6. Recreation Advisory Commission - Appointment

To appoint Cheryl LeMay Lloyd to the Recreation Advisory Commission with the term to expire on August 8, 2012.

Note: At the Work Session on December 21, 2010, Ms. Lloyd received seven (7) votes.

(Due to the resignation of Kim Anglin)

(Resource Person: LaVerne V. Brooks – 4166 ext. 12264) (Attachment #6 - 3 pages)
(PR# 7512)

7. Bid Report - November 2010

To receive a report and to record into the minutes bids which were acted upon by the City Manager during the month of November 2010.

(Resource Person: Joseph W Clark – 4132 ext. 18222) (Attachment #7 - 4 pages) (PR# 7501)

8. Piggyback Purchase – Two (2) Low Entry Cab and Chassis

To authorize the City Manager to enter into a contract with Southern Truck Service, Inc. in the amount of \$265,050.00, to purchase two Low Entry Cab and Chassis.

(Resource Persons: Joseph Clark – 4132 and Clayton Hearne – 4101) (Attachment #8 - 5 pages)
(PR# 7502)

9. Sole Source Purchase – Rayfish® Surveillance Equipment

To authorize the purchase of RayFish® Surveillance Equipment without competitive bidding as authorized by G.S. 143-129 (e) (6) “on the grounds that the product is available from only one source of supply”; and

To authorize the City Manager to enter into a contract with Harris Corporation – Wireless Products Group, in the amount of \$228,849.00 for providing the city with Rayfish® Surveillance Equipment.

(Resource Person: Steve Mihaich – 4322 ext. 29204) (Attachment #9 - 6 pages) (PR# 7503)

10. Approval of Contract Amendment #3 between the City of Durham and Clean Energy Durham, Inc. for Residential Energy Efficiency Improvement Project

To authorize the City Manager to execute a contract amendment in the amount of \$31,540.00 with Clean Energy Durham, Inc., to provide additional Project Management and Outreach Services under the Energy Efficiency and Conservation Block Grant (EECBG) Residential Energy Efficiency Program.

(Resource Person: Aaron Milano – 4570 ext. 22231) (Attachment #10 - 8 pages) (PR# 7500)

11. 2010-2011 NC Department of Environment and Natural Resources Adopt-A-Trail Grant

To authorize the City Manager to accept the City of Durham 2010-2011 Adopt-A-Trail Grant by executing the grant documents; and

To adopt the City of Durham 2010-2011 NC Department of Environment and Natural Resources Adopt-A-Trail Grant Project Ordinance in the amount of \$3,245.00.

(Resource Person: Annette L. Smith – 4355 ext. 27214) (Attachment #11 - 19 pages) (PR# 7508)

12. License Agreement with Ellerbe Creek Preserve Homeowners Association, Inc. for Landscaping within Traffic Circle

To authorize the City Manager to enter into a License Agreement with Ellerbe Creek Preserve Homeowners Association, Inc. for landscaping within the traffic circle intersection of Golden Crest Drive and Sweet Gale Drive.

(Resource Persons: Edward Venable and Robert Joyner – 4326) (Attachment #12 - 7 pages) (PR# 7490)

13. Contract ST-243, City Hall Plaza Street Improvements Project

To authorize the City Manager to execute a contract for ST-243, City Hall Plaza Street Improvements Project with Lanier Construction Company, Incorporated in the amount of \$865,599.25;

To establish a contingency fund in the amount of \$129,839.89 (15%); and

To authorize the City Manager to negotiate change orders provided that the cost of all change orders does not exceed \$865,599.25 and the total project cost does not exceed \$995,439.14.

(Resource Person: Edward R. Venable – 4326 ext. 30233) (Attachment #13 - 2 pages)
(PR# 7507)

14. Annual Extension of Municipal Maintenance Traffic Signals Agreement Schedule C

To authorize the City Manager to execute annual extension agreements to the Municipal Maintenance Traffic Control Devices Traffic Signals Agreement Schedule C, executed February 16, 2010, up to a total contract duration of five years; and

To authorize the City Manager to execute mutually agreeable annual reimbursement rate adjustments up to three (3) percent per annum.

(Resource Person: Phil Loziuk – 4366 ext. 36434) (Attachment #14 - 27 pages) (PR# 7509)

15 – 17. Those items can be found on the General Business Agenda – Public Hearings.

GENERAL BUSINESS AGENDA - PUBLIC HEARINGS

If you have an electronic presentation, please arrive at the City Council meeting (at least 30 minutes) early for assistance and instructions on using the podium equipment

15. Street Closing – 482 Square Feet of Ida Street (SC1000004)

To conduct a public hearing on the permanent closing of 482 square feet of Ida Street, the northern terminus of Ida Street north of Guess Road; and

To adopt an Order permanently closing 482 square feet of Ida Street.

(Resource Person: Steven L. Medlin, AICP – 4137 ext. 28223) (Attachment #15 - 11 pages)
(PR# 7505)

16. Zoning Map Change – Arrington II (Z0900015)

To conduct a public hearing and receive public comments on the zoning map change for Arrington II (Z0900015);

To adopt an Ordinance amending the Unified Development Ordinance by taking the described property in zoning map change case Z0900015 out of Mixed Use with a development plan (MU(D)) and placing same in and establishing same as Mixed Use with a development plan (MU(D)); and

To adopt as support for its action on the proposed zoning map change the determinations that the action is consistent with the Comprehensive Plan, and is reasonable and in the public interest in light of information presented in the public hearing and in the accompanying agenda materials; or

Alternatively, in the event that a motion to approve the item fails, the Council adopts as support for its action on the proposed zoning map change the determination that, notwithstanding its consistency with the Comprehensive Plan, the request is neither reasonable nor in the public interest in light of information presented in the public hearing and in the accompanying agenda materials.

Staff Recommendation: Approval, based on consistency with the Comprehensive Plan, and considering the information contained in this report.

Planning Commission Recommendation and Vote: Approval, 7 – 5 on November 9, 2010. The Planning Commission finds that the ordinance request is consistent with the adopted Comprehensive Plan. The Commission believes the request is reasonable and in the public interest and recommends approval based on comments received at the public hearing, the information in the staff report, and additional commitments proffered by the applicant.

[The site is located at 5601 Arrington Park Drive, located at the intersection of Arrington Park Drive and Page Road, north of Interstate-40 and south of Comstock Road. PINs: 0747-02-96-4397, 0747-02-96-7475, 0747-02-96-6161, 0747-01-96-9534, 0747-01-96-9192, 0757-01-06-1274, 0757-01-06-3834, 0757-01-06-5655, 0757-01-06-9581, 0757-01-16-5549, 0757-01-16-7890, 0757-01-16-9552, 0757-01-16-6159, 0757-03-15-6623, 0757-03-14-0752, 0757-03-05-7456]

(Resource Person: Steven L. Medlin, AICP – 4137 ext. 28223) (Attachment #16 - 56 pages) (PR# 7506)

17. Southwest Durham Urban Growth Area Boundary Amendment

To conduct a public hearing and receive public comments on the proposed amendment to the Urban Growth Area boundary; and

To adopt a Resolution Amending the Urban Growth Area boundary to include all or portions of the properties identified as PINs 0717-03-21-9302, 0717-03-20-7945, 0717-03-30-5690, 0717-03-31-9934, 0717-03-41-2341, 0717-04-40-6984, 0717-03-44-2004, 0717-03-34-0901, 0717-03-31-6712, 0717-04-32-9923, 0717-03-41-3705, 0717-03-44-0374, 0717-03-40-2109, and 0717-03-40-3295.

(Resource Person: Steven L. Medlin, AICP – 4137 ext. 28223) (Attachment #17 - 7 pages) (PR# 7513)

SUPPLEMENTAL ITEM

21. 2011 Legislative Program

To approve the 2011 Legislative Program.

(Resource Person: Karmisha Wallace – 4222 ext. 11228) (Attachment #21 – 24 pages)
(PR# 7510)

ANNOUNCEMENTS BY COUNCIL

ADJOURNMENT

****RULES OF DECORUM FOR CITIZEN PARTICIPATION:***

In support of and respect for an open, fair and informed decision-making process, the City Council and the Administration recognize that:

- civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Council decision-making, the following Rules of Decorum have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum will be included in the agenda and will be referenced at the beginning of each Council meeting and Council Work Session by the presiding officer. A written list of the Rules of Decorum will also be printed and mounted upon the walls of the Council Chambers and the Committee Room.

1. All citizens may participate in the public process.
2. The Mayor serves as the presiding officer of the Council; the Mayor Pro Tem serves in the Mayor's absence.
3. Citizens must sign up to address Council using procedures outlined for Council meetings and Council Work Sessions (above).
4. Citizens may speak only to the matter for which they signed up and, in the case of public hearings, those matters which have been advertised and placed on the Council meeting agenda.

5. Citizens are encouraged to prepare remarks in advance for submission to the public record. Prepared remarks should be submitted to the Clerk prior to the start of the meeting or at the end of their comments. Additional material may be submitted to supplement remarks.
6. In an effort to accommodate all who wish to address Council at a Council meeting while preserving a reasonable and efficient meeting schedule, each speaker will have a specified amount of time to deliver comments. Comments will be timed by the City Clerk or designee; signals will be provided at the one-minute and 30-second measures. Speakers are expected to cease comments immediately upon end-time.

Council Work Sessions: Citizens who sign up in advance will be allowed to speak for up to 5 minutes.

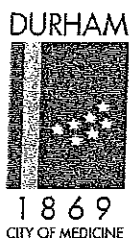
City Council Meetings: Citizens who sign up in advance will be allowed to speak for up to 5 minutes.

7. Speakers will conduct themselves in a civil and respectful manner at all times.
8. Speakers will address the presiding officer.
9. Questions to Council members or City staff will be facilitated by the presiding officer.
10. Speakers will state their name and address.
11. Speakers will make an effort to speak clearly into the microphone provided.
12. Speakers will make an effort to speak succinctly.
13. Speakers will refrain from the use of individual City staff names. It is appropriate to refer to staff by title and/or department.
14. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
15. Speakers will refrain from making comments of a personal nature regarding others.
16. Name-calling and/or obscenity is forbidden.
17. Shouting, yelling or screaming is forbidden.
18. Council Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.
19. Council Work Session or Public Hearing attendees (audience) should refrain from private conversation during meetings.
20. Council Work Session or Public Hearing attendees (audience) should come and go as necessary from meeting space in the least disruptive manner as possible.
21. No campaign placards, banners, or signs will be permitted in the City Council Chambers or Committee Room. Other signage is permitted except signs which violate the Rules of Decorum or that block the view of other attendees.

22. Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted. Video presentations requested by citizens as visual aids may not be broadcast over cable television due to technological challenges.

Notice under the Americans with Disabilities Act (ADA)

A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or ADA@durhamnc.gov, as soon as possible but no later than 48 hours before the event or deadline date.



CITY OF DURHAM | NORTH CAROLINA

Date: November 18, 2010

To: Thomas J. Bonfield, City Manager
Through: Theodore L. Voorhees, Deputy City Manager
From: Jose Lopez, Sr., Chief of Police
Subject: Sole Source Purchase – RayFish® Surveillance Equipment

Executive Summary

The Administration recommends that the City Council approve the purchase of RayFish® Surveillance Equipment without competitive bidding as authorized by G.S. 143-129 (e) (6) “on the grounds that the product is available from only one source of supply”.

Harris Corporation - Wireless Products Group is the sole source distributor for RayFish® Surveillance Equipment. The Police Department will be using this equipment to enhance their ability to conduct criminal investigations.

The total cost of the contract is \$288,849.00. Funding for this contract is available from Federal Asset Forfeiture Funds (1430K80A.728400.KAF08). City Council approved the use of these funds for this purchase at the September 20, 2010 meeting.

The Administration recommends that the City Council authorize the City Manager to enter into a contract with Harris Corporation – Wireless Products Group, in the amount of \$228,849.00 for providing the city with Rayfish® Surveillance Equipment.

The Equal Opportunity/Equity Assurance Department reviewed the bid submitted by Harris Corporation – Wireless Products Group and have determined that they are in compliance with the Ordinance to Promote Equal Opportunities in City Contracting. There were no SDBEs to provide this product.

Recommendation

The Administration recommends that the City Council approve the purchase of RayFish® Surveillance Equipment without competitive bidding as authorized by G.S. 143-129 (e) (6) "on the grounds that the product is available from only one source of supply".

The Administration recommends that the City Council authorize the City Manager to enter into a contract with Harris Corporation – Wireless Products Group, in the amount of \$228,849.00 for providing the city with Rayfish® Surveillance Equipment.

Background

In order to conduct covert investigations of narcotics violators and violent criminals, the Police Department requires advanced surveillance equipment, such as the RayFish. This equipment will enable investigators to conduct investigations more effectively and efficiently. If the City Council approves this purchase, training, maintenance, software, and telephone support are included.

Issues/Analysis

Making purchases without competitive bidding is allowed in certain instances under North Carolina law. North Carolina General Statute 143-129(e) (6) allows an exception to the bidding process. The exception reads as follows:

Exceptions. – The requirements of this Article do not apply to: Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.

Harris Corporation - Wireless Products Group is the sole source distributor for RayFish® Surveillance Equipment. The Police Department will be using this equipment to enhance their ability to conduct criminal investigations.

Alternatives

There are no known alternatives at this time.

Financial Impact

The total cost of the contract is \$288,849.00. Funding for this contract is available from Federal Asset Forfeiture Funds (1430K80A.728400.KAF08). City Council approved the use of these funds for this purchase at the September 20, 2010 meeting.

SDBE Summary

The Equal Opportunity/Equity Assurance Department reviewed the bid submitted by Harris Corporation – Wireless Products Group and have determined that they are in compliance with the Ordinance to Promote Equal Opportunities in City Contracting.

SDBE REQUIREMENTS

There were no SDBEs to provide this product.

WORKFORCE STATISTICS

The workforce statistics for Harris Corporation – Wireless Products Group are as follows:

| | | |
|-----------------|-----|------|
| Total Workforce | 304 | 100% |
| Total Females | 98 | 32% |
| Total Males | 206 | 68% |
| Black Males | 16 | 5% |
| White Males | 164 | 54% |
| Other Males | 26 | 9% |
| Black Females | 7 | 2% |
| White Females | 67 | 22% |
| Other Females | 24 | 8% |

Pendergrass, Rick

From: Mihaich, Steve
Sent: Tuesday, January 04, 2011 10:29 AM
To: Ethridge, Kisha; 'Kyle.D.York@usdoj.gov'
Cc: Pendergrass, Rick; Clyburn, Loretta
Subject: Re: Purchase Order (Stingray)

Thanks Kisha.

----- Original Message -----

From: Ethridge, Kisha
Sent: Tuesday, January 04, 2011 10:05 AM
To: 'York, Kyle D' <Kyle.D.York@usdoj.gov>
Cc: Mihaich, Steve
Subject: FW: Purchase Order (Stingray)

-----Original Message-----

From: purchasing@durhamnc.gov [<mailto:purchasing@durhamnc.gov>]
Sent: Tuesday, January 04, 2011 10:03 AM
To: Ethridge, Kisha
Subject: Purchase Order

#Here's your purchase order.



ORIGINAL

City of Durham
North Carolina

Purchase Order

Fiscal Year 2011

Page 1 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS

Purchase Order # **11013552**

Revisions 000

Expiration Date

Delivery must be made within
doors of specified destination.

B
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ACCOUNTING SERVICES DIVISION
CITY OF DURHAM
101 CITY HALL PLAZA (ANNEX)
DURHAM, NC 27701

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20391
HARRIS CORPORATION
P O BOX 9800, M/S R5-11A
MELBOURNE, FL 32902

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K81
POLICE-HIDTA GRANTS
CITY OF DURHAM HIDTA
4505 FALLS OF NEUSE RD, #200
RALEIGH, NC 27609

| Vendor Phone Number | | Vendor Fax Number | Requisition Number | Delivery Reference | | |
|---------------------|--------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------|----------------------------|----------------------------|----------------|
| 919-832-4478 | | 321-309-7437 | 9378 | GRANTS K.YORK 919-790-3004 | | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | | Department/Section | |
| 01/04/2011 | 20391 | | | | POLICE DEPARTMENT | |
| Item# | Description/Part No. | | Qty | UOM | Cost Each | Extended Price |
| | QUOTE: QTE6779-02677 MASTER NO. 3.269 | | CUSTOMER ID: DURHAM NC PD | | SALESPERSON ID: WPG3 | |
| | | | GSA CONTRACT: | | GS-35F-0283J - ITEMS 1 & 2 | |
| | PO Requisitioner Name: Kisha Ethridge | | | | | |
| 1 | ITEM NUMBER STINGRAY, | | 1.000000 | EA | \$68,479.00000 | \$68,479.00 |
| | DESCRIPTION STINGRAY; SURVEILLANCE AND COUNTER SURVEILLANCE EQUIPMENT AND SUPPLIES | | | | | |
| 2 | ITEM NUMBER AJ-W, AMBERJACK WIDE | | 1.000000 | EA | \$35,015.00000 | \$35,015.00 |
| | BAND DF ANTENNA | | | | | |
| 3 | ITEM NUMBER SRAY-CDMA-SW, | | 1.000000 | EA | \$22,000.00000 | \$22,000.00 |
| | STINGRAY CDMA SOFTWARE PACKAGE | | | | | |
| 4 | ITEM NUMBER SRAY-GSM-SW, | | 1.000000 | EA | \$22,000.00000 | \$22,000.00 |
| | STINGRAY GSM SOFTWARE PACKAGE | | | | | |
| 5 | ITEM NUMBER SRAY-IDEN-SW, | | 1.000000 | EA | \$22,000.00000 | \$22,000.00 |
| | STINGRAY IDEN SOFTWARE PACKAGE | | | | | |
| 6 | ITEM NUMBER 2009523-101, LAPTOP | | 1.000000 | EA | \$3,500.00000 | \$3,500.00 |
| | PC | | | | | |
| 7 | ITEM NUMBER PA-KIT-25W-CONUS, | | 1.000000 | EA | \$10,486.00000 | \$10,486.00 |
| | HIGH POWERED FILTERED 25W PA KIT-800/850/2100 | | | | | |
| | Questions concerning this order should be directed to Lynette McRae at (919) 560-4132 or by fax at (919) 560.4325. | | | | | |

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.

Purchase Order Total

Terms & Conditions Governing this Purchase Order -- CITY OF DURHAM, NORTH CAROLINA

All acknowledgements and all communications relating to this order may be delivered to the City of Durham, Purchasing Division, 101 City Hall Plaza, Durham, North Carolina 27701, or they may be faxed to (919) 560-4325. Questions concerning payment should be directed to the Accounting Services Division, telephone (919) 560-4125, fax (919) 687-0896.

- 1) THE CITY OF DURHAM IS NOT RESPONSIBLE FOR GOODS DELIVERED OR SERVICES PERFORMED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
- 2) In this purchase order, the term goods includes goods as that term is used in the Uniform Commercial Code (N. C. version), apparatus, materials, supplies, and equipment.
- 3) Do not overship or substitute. Ship exactly as ordered. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Purchasing Division for instructions. The City reserves the right to reject and return at shippers expense any and all goods delivered which do not conform to our description or specification. All goods received subject to inspection and acceptance by the City of Durham.
- 4) All shipping charges must be FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.
- 5) Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT of the City for which delivery is intended.
- 6) Invoices in duplicate, should be mailed to the address listed on the purchase order. Invoices must reference the purchase order number.
- 7) CASH DISCOUNT TERMS: Time in connection with discount offered will be computed from date of delivery of the goods at destination, or when final inspection and acceptance is made, if the latter date is later than the date of delivery.
- 8) If there is any part of this order you cannot fill promptly or within the time specified, notify the Purchasing Division at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Purchasing Division shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for the EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
- 9) Warranties and Indemnification. In addition to other warranties made in this transaction, Vendor represents and warrants that all of the goods furnished under this purchase order, the process by which those goods are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Vendor shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorneys fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any goods furnished to the City under this purchase order. Without reducing City's rights under this section, Vendor, in case of an actual or threatened claim, may at Vendors option and expense procure for City the right to continue using the goods furnished under this purchase order. (The preceding sentence does not pertain to part (ii) of the first sentence of this section.)
- 10) The workmanship, quantities or qualities of goods delivered or services performed which are to be paid for hereunder shall be to the satisfaction of the City and before final acceptance by the City all matters of dispute must be adjusted to the mutual satisfaction of the City and the vendor. Determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
- 11) The individuals appearing to execute this purchase order on behalf of the Vendor warrant jointly and severally that they have authority to execute this purchase order on behalf of the Vendor.
- 12) This purchase order shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this purchase order shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- 13) The City pays State and local sales tax; please add State and Local (when applicable) sales tax to your invoice.
- 14) THE CITY OF DURHAM OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS. During the performance of this Contract the Vendor agrees as follows: (a) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions. (b) The Vendor shall in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (c) The Vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (d) In the event of the Vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Vendor ineligible for further City contracts. (e) Unless exempted by the City Council of the City of Durham, the Vendor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.



ORIGINAL

City of Durham
North Carolina

Purchase Order

Fiscal Year 2011

Page 2 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS

Purchase Order # **11013552**

Revisions 000

Expiration Date

Delivery must be made within
doors of specified destination.

ACCOUNTING SERVICES DIVISION
CITY OF DURHAM
101 CITY HALL PLAZA (ANNEX)
DURHAM, NC 27701

20391
HARRIS CORPORATION
P O BOX 9800, M/S R5-11A
MELBOURNE, FL 32902

K81
POLICE-HIDTA GRANTS
CITY OF DURHAM HIDTA
4505 FALLS OF NEUSE RD, #200
RALEIGH, NC 27609

| Vendor Phone Number | Vendor Fax Number | Requisition Number | Delivery Reference | | |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------|----------------------------|--------------------|----------------|
| 919-832-4478 | 321-309-7437 | 9378 | GRANTS K.YORK 919-790-3004 | | |
| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Section | |
| 01/04/2011 | 20391 | | | POLICE DEPARTMENT | |
| Item# | Description/Part No. | Qty | UOM | Cost Each | Extended Price |
| 8 | MH ITEM NUMBER CONV-2100/1700-W/BP, BAND IV - AWS CONVERTER - CONUS | 1.000000 | EA | \$18,054.00000 | \$18,054.00 |
| 9 | ITEM NUMBER TRAIN-MLB RAYFISH PLATFORM CDMA, TRAINING - MELBOURNE (TUITION ONLY) | 1.000000 | EA | \$4,000.00000 | \$4,000.00 |
| 10 | ITEM NUMBER TRAIN-MLB RAYFISH PLATFORM GSM, TRAINING - MELBOURNE (TUITION ONLY) | 1.000000 | EA | \$4,000.00000 | \$4,000.00 |
| 11 | ITEM NUMBER TRAIN-MLB RAYFISH PLATFORM IDEN, TRAINING - MELBOURNE (TUITION ONLY) | 1.000000 | EA | \$4,000.00000 | \$4,000.00 |
| 12 | ITEM NUMBER MT-SR, MAINTENANCE STINGRAY | 1.000000 | EA | \$10,529.00000 | \$10,529.00 |
| 13 | ITEM NUMBER MT-AJW, MAINTENANCE FOR AMBERJACK W | 1.000000 | EA | \$4,786.00000 | \$4,786.00 |
| Questions concerning this order should be directed to Lynette McRae at (919) 560-4132 or by fax at (919) 560.4325. | | | | | |

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.



By

[Signature]

Purchase Order Total

\$32,869.00

Terms & Conditions Governing this Purchase Order -- CITY OF DURHAM, NORTH CAROLINA

All acknowledgements and all communications relating to this order may be delivered to the City of Durham, Purchasing Division, 101 City Hall Plaza, Durham, North Carolina 27701, or they may be faxed to (919) 560-4325. Questions concerning payment should be directed to the Accounting Services Division, telephone (919) 560-4125, fax (919) 687-0896.

- 1) THE CITY OF DURHAM IS NOT RESPONSIBLE FOR GOODS DELIVERED OR SERVICES PERFORMED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
- 2) In this purchase order, the term goods includes goods as that term is used in the Uniform Commercial Code (N. C. version), apparatus, materials, supplies, and equipment.
- 3) Do not overship or substitute. Ship exactly as ordered. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Purchasing Division for instructions. The City reserves the right to reject and return at shippers expense any and all goods delivered which do not conform to our description or specification. All goods received subject to inspection and acceptance by the City of Durham.
- 4) All shipping charges must be FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.
- 5) Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT of the City for which delivery is intended.
- 6) Invoices in duplicate, should be mailed to the address listed on the purchase order. Invoices must reference the purchase order number.
- 7) CASH DISCOUNT TERMS: Time in connection with discount offered will be computed from date of delivery of the goods at destination, or when final inspection and acceptance is made, if the latter date is later than the date of delivery.
- 8) If there is any part of this order you cannot fill promptly or within the time specified, notify the Purchasing Division at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Purchasing Division shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for the EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
- 9) Warranties and Indemnification. In addition to other warranties made in this transaction, Vendor represents and warrants that all of the goods furnished under this purchase order, the process by which those goods are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Vendor shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorneys fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any goods furnished to the City under this purchase order. Without reducing City's rights under this section, Vendor, in case of an actual or threatened claim, may at Vendors option and expense procure for City the right to continue using the goods furnished under this purchase order. (The preceding sentence does not pertain to part (ii) of the first sentence of this section.)
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- 13) The City pays State and local sales tax; please add State and Local (when applicable) sales tax to your invoice.
- 14) THE CITY OF DURHAM OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS. During the performance of this Contract the Vendor agrees as follows: (a) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions. (b) The Vendor shall in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (c) The Vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (d) In the event of the Vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Vendor ineligible for further City contracts. (e) Unless exempted by the City Council of the City of Durham, the Vendor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

PURCHASE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

THIS CONTRACT, made and entered into this 3rd day of January 2011, for RayFish® Surveillance Equipment between the **City of Durham**, a N.C. municipal corporation ("City") and **Harris Corporation – Wireless Products Group** the ("Seller"), whose principal office and place of business is at the following address 4100 Lafayette Center Drive, Chantilly, Virginia.

If seller is a corporation or limited partnership, Seller is organized under the laws of the State of _____.

IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in the attachments and in accordance with section 3 below, agrees to sell and to deliver to the City, at the times, in the quantities and quality, at the prices, and to the places, the goods described in the following attachments that are made a part of this contract:

| | | |
|-------------------------|-----------------------------------------------------|--------------------------|
| _____ Advertisement | _____ Instructions to Bidders | _____ General Conditions |
| <u>X</u> Proposal | <u>X</u> Specifications | _____ Special Conditions |
| _____ Performance Bond | <u>X</u> Sections 6, 7, and 8 on the reverse hereof | |
| <u>X</u> EEO Provisions | <u>X</u> Non-Discrimination Provision | |

2. This contract is known as Bid No. **12-063-10** in the files of the City's Purchasing Division.
3. The sum to be paid under this contract is \$288,849.00.

WHEREFORE, City has caused this contract to be executed under authority of its City Council, and Seller (if corporate) has executed this contract under seal by authority of its board of directors; if not corporate, the Seller has executed this contract under seal pursuant to proper authority.

ATTEST:

CITY OF DURHAM

IF SELLER IS NOT A CORPORATION

Notary Public

Type or print name of Seller

(See instruction 3(b) on reverse.) Affix notarial seal.

by: _____ (Seal)

My commission expires:

Signature

IF SELLER IS A CORPORATION

ATTEST:

Corporate Secretary

Type or print the correct name of corporation

(Affix Corporate seal)

by:

President or Vice President

Instructions for Completing Contract Documents

1. This contract must be executed in duplicate originals and returned within 30 days to the City's Purchasing Department for execution by the City. One original will be returned to your firm and the other will be filed with the City Clerk.
2. If the Seller is a corporation...
 - (a) An original corporate seal must be affixed.
 - (b) The correct corporate name must be used. If a division of the corporation is involved, the corporation itself should execute the contract.
 - (c) This signature must be that of one of the following: (1) the President, (2) Vice President, or (3) a person authorized by the board of directors to execute contracts in general or this particular contract.
 - (d) If someone other than the President or Vice President signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy must be certified by a corporate secretary, with the corporation's seal impressed on it. A document in the following form will comply with these requirements, although other forms may also be acceptable:

| Resolution Authorizing Execution of Contracts | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>RESOLVED, that [insert name of person authorized to sign] shall have authority to enter into contracts with, and to execute performance bonds for the benefit of, the City of Durham, N.C., in the name of and on behalf of [insert corporation's name] related to City of Durham Bid No. [insert bid number].</p> <p>I, a Secretary or Assistant Secretary of the corporation whose name is indicated hereinabove, certify that the foregoing is a true copy of a resolution of duly adopted by the Board of Directors of said corporation, and that said resolution is still in effect.</p> <p>This the _____ day of _____, 20____.</p> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">(Affix corporate seal)</div><div style="width: 45%; text-align: right;">_____ Secretary or Assistant Secretary</div></div> | |

3. If the Seller is not a corporation...
 - (a) The individual owner or partner must sign.
 - (b) The notary public's signature will be understood to mean that the notary certifies that the person whose signature is to the right of the notary's signature appeared before the notary and acknowledge the execution of the contract.
4. WHEN A PERFORMANCE BOND IS REQUIRED - (a) The principal amount is the full amount of the contract. (b) The form provided by the City must be executed by a corporate surety authorized to do business in North Carolina. The N.C. resident agent's name and address and the surety's address must be shown. (c) The Power of Attorney for the surety's Attorney in Fact must be attached to the bond. The surety's corporate secretary must indicate that the Power of Attorney is still in effect. The surety's corporate seal must be actually impressed on the Power of Attorney. (d) The Attorney in Fact's signature must be notarized. Contact the Purchasing Department if you need a notarization form. (e) the seller must execute the bond, using instructions 2 and 3 above as to how to do so.
5. Don't alter the documents without first obtaining authorization from the City's Purchasing Department.
6. Warranties and Indemnification. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless. City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for City the right to continue using the products furnished under this contract. (The preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)
7. The individuals executing this contract warrant that they have authority to execute this contract on behalf of the Seller.
8. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE -- MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris seasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
 - (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. **CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.**
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12- month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a). The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b). Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. Default. If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language. The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. GSA. All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Pendergrass, Rick

From: York, Kyle
Sent: Thursday, September 22, 2011 5:17 PM
To: Mihaich, Steve; Smith, Larry; Pendergrass, Rick; Rose, Todd
Subject: FW: FBI's 'Stingray' Cellphone Tracker Stirs a Fight Over Search Warrants, Fourth Amendment - WSJ.com

-----Original Message-----

From: York, Kyle D [<mailto:Kyle.D.York@usdoj.gov>]
Sent: Thu 9/22/2011 4:47 PM
To: York, Kyle
Subject: FW: FBI's 'Stingray' Cellphone Tracker Stirs a Fight Over Search Warrants, Fourth Amendment - WSJ.com

Kyle D.York

United States Drug Enforcement Administration

HIDTA WEST Group Supervisor

Raleigh Resident Office

Office: 919-790-3004

Cell: 919-201-0181

Email: kyle.D.york@usdoj.gov

From: Emerson, John [<mailto:jemerson@atlantahidta.org>]
Sent: Thursday, September 22, 2011 4:47 PM
To: York, Kyle D; Franklin, Michael J
Subject: Fw: FBI's 'Stingray' Cellphone Tracker Stirs a Fight Over Search Warrants, Fourth Amendment - WSJ.com

Durham gets an honorable mention

From: Dalton, Carol Ann
Sent: Thursday, September 22, 2011 11:50 AM
To: All HIDTA_(Internal and External)
Subject: FBI's 'Stingray' Cellphone Tracker Stirs a Fight Over Search Warrants, Fourth Amendment - WSJ.com

http://online.wsj.com/article/SB10001424053111904194604576583112723197574.html?mod=WSJ_hp_LEFTTopStories