

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Stommel Inc. dba LEHR**, here in after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, material, and equipment to provide new installation, change out, and repair to equipment for public safety vehicles on an as-needed basis per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Seventy Five Thousand Dollars, (\$175,000.00), per year, payable in arrears and in accordance with proposal in Attachment A.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (CONTRACTOR)
Stommel Inc. dba LEHR
Attention: Jim Stommel, President
1370 North McCan Street
Anaheim, CA 92806
- b. (Address of City Purchasing) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Stommel Inc. dba LEHR

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date



Sales Quote

Page: 1

1370 North McCan Street Anaheim, CA 92806
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 26008
Document Date: 7/31/2020
Terms: Net 30
Payment Method:

Sell City of Garden Grove
To: Ray Bex
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: 714-741-5060

Ship City of Garden Grove
To: 11222 Acacia Parkway
Garden Grove, CA 92840
USA
Phone:

Ship Via Ship from Warehouse
Location: Lehr - Anaheim
Blanket PO:

Customer ID 17116
SalesPerson Nick Brophy

Vehicle Information:
2020 FORD PIU, Color: BLACK

Item No.	Description	Category	Quantity	Unit Price	Total Price
2020 Patrol Units (Each)					
Front End Equipment					
BK2017ITU20	PB450L2 ALUM PUSH BUMPER 2 LT ION	SETINA	1	649.00	649.00
FK0400ITU20	PB5 PB300/400 FENDER WRAP 2020 UTILITY	SETINA	1	370.00	370.00
SV1R	500 V-SERIES WARNING LT RED	WHELEN	1	210.00	210.00
SV1B	500 V-SERIES WARNING LT BLUE	WHELEN	1	210.00	210.00
5FLANGEB	500 SER FLANGE KIT, BLK	WHELEN	2		
ES100C	DYNAMAX/ES100C SPEAKER	FEDSIG	1	225.00	225.00
ESB-FPIU20NDB	SPEAKER BRACKET UTILITY 2020-	FEDSIG	1	10.00	10.00
VTX609C	VERTEX SUPER-LED LIGHT WHT	WHELENPR	2	72.90	145.80
VTXADAPT	TWIST IN ADAPTOR	WHELEN	2		
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	PATROLPO	1	610.00	610.00
Roof Equipment					
HAF4016A	800MHZ ANTENNA, MOTOROLA	RADIO	2	26.00	52.00
AP-M2M2-CCWG	Antenna; 2 Cell/LTE & 1 WIFI & GNSS	ANTNAPLU	1	129.00	129.00
Drivers Compartment					
CC-20-UV10-L8	Troy 2020 Console, 10" flat/8" sloped	TROY PRO	1	429.00	429.00
FP-WCENCOM-JD	FACE PLATE 4" CENCOM	TROY PRO	1		
FP-M9004	FACE PLATE 2"	TROY PRO	1		
FP-MXTL2500	FACE PLATE 3"	TROY PRO	1		
FP-AP12-4	FACE PLATE W/4 HOLES 2"	TROY PRO	1		
AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER	TROY PRO	1	39.00	39.00
AC-ARM-PED-TB	ARM REST INC AC-ARM-BASE AC-FOAM-58	TROY PRO	1	138.75	138.75
USBR12V2	DUAL 2.1A OUTPUT USB CHARGER W/LED & CAP	MISC	2	19.00	38.00
782-1635	POWER SCKT	NAPA	2	10.50	21.00
MMSU-1	MAGNETIC MIC KIT	MAGMIC	2	34.95	69.90
C-MCB	MICLIP BRACKET	HAVIS	2	11.50	23.00
MISC	Radio speakers for console	OTHER	2	26.00	52.00
Prisoner Compartment					
PRPSP4704UJINT20A	CENTER SLIDING POLY WINDOW	PROGARD	1	699.00	699.00
S4702UJINT20OSB	STD PRIS SEAT W/POLY WINDOW CARGO BARR AND OSB	PROGARD	1	1,330.86	1,330.86



Sales Quote

Page: 2

1370 North McCan Street Anaheim, CA 92806
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 26008
Document Date: 7/31/2020
Terms: Net 30
Payment Method:

Sell City of Garden Grove
To: Ray Bex
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: 714-741-5060

Ship City of Garden Grove
To: 11222 Acacia Parkway
Garden Grove, CA 92840
USA
Phone:

Ship Via Ship from Warehouse
Location: Lehr - Anaheim
Blanket PO:

Customer ID 17116
SalesPerson Nick Brophy

Vehicle Information:
2020 FORD PIU, Color: BLACK

Item No.	Description	Category	Quantity	Unit Price	Total Price
WBP47NPUINT20	PR 1/4" PLY WNDW BARR FOR USE W/OEM DOOR PANELS	PROGARD	1	205.00	205.00
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	Back End Equipment				
CCSRNT4A	CARBIDE SIREN SYSTEM W/T/A, EXP MODULES	WHELENPR	1	900.00	900.00
CANCTL7	CONTROL HEAD 21 PUSH-BUTTONS, 4-PSS, MIC	WHELENPR	1		
CCSK4	OBDII INSTALL KIT FOR 2020 FORD PI SUV W/O 61B	WHELEN	1		
C-SBX-101	TRNK, BOX, UNV,	HAVIS	1	515.00	515.00
C-SBX-101-KIT-5	SBX-101 BOX MTG KIT 2020 PIU	HAVIS	1	180.00	180.00
CITEZPIU2T-SRB-MTI	Citadel R/B 2020 PIU	CODE 3	1	920.00	920.00
HB6PAK-PI-R	CODE 3 TWIST LOCK HIDE-A-BLAST 6-LED RED	CODE 3	2	82.50	165.00
TLIA	ION T AMBER	WHELENPR	1	74.49	74.49
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	WHELENPR	1	74.49	74.49
SC-6H	GENII UNIV LOCK	SANTACRU	6	130.00	780.00
SC-7009-A	ADJ. LOCK TIMER	SANTACRU	1	30.00	30.00
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INSTALL	INSTALL MATERIALS	OTHER	1	190.00	190.00
L	LABOR CHARGES	LABOR	1	4,550.00	4,550.00
W709980-S439	Ford Seat-base safety bolts	MISC	4	1.99	7.96
HLN7045A	Double Radio Stack Trunnion kit	RADIO	1	40.00	40.00
HAF4016A	800MHZ ANTENNA, MOTOROLA	RADIO	2	23.00	46.00
HKN4192B	POWER CABLE 20'	RADIO	2	36.00	72.00
HLN6863B	MOTTO ACCS KIT	RADIO	2	45.00	90.00
HKN6189B	DIRECT ENTRY KEYPAD CABLE, DEK TO HEAD	MISC	2	27.50	55.00
HKN6188B	POWER CABLE REMOTE MOUNT	RADIO	2	38.00	76.00

Amount Subject to Sales Tax 9872.25
Amount Exempt from Sales Tax 4,550.00

Subtotal: \$14,422.25
Total Sales Tax: \$765.10

Total: \$15,187.35