

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this, \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and 911 Vehicle, Inc., 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 and change out of equipment to safety vehicles on an as-needed basis.
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) year from full execution of the agreement, with an option to extend said agreement for an additional two (2) years, for a total 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 completion.
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 Four Hundred Fifty Thousand Dollars (\$450,000.00) for the first three years, 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. 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/CONSULTANT 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.
- 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/CONSULTANT 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)  
 911 Vehicle, Inc.  
 Attention: Dan Walters, President  
 2130 E. Winston Road  
 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.

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

Date: 9/15/16

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**

**911 Vehicle, Inc**

By: 

Name: Dan Walters

Title: President

Date: 9/15/16

Tax ID No. 33-0852305

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:**

Omar Sandoval  
Garden Grove City Attorney

9-20-16  
Date

ATTACHMENT "A"



**5604 E. La Palma Ave.  
Anaheim, CA 92807  
714-808-0911 Fax: 714-808-0916  
[www.911vehicle.com](http://www.911vehicle.com)**

**2016 Hourly Rate Schedule:**

**Patrol Car Installs: \$75.00 per hour**

**Patrol Car:**

- **Strip out old vehicle equipment**

**Base Electrical Conversion**

Main DC Power / Ground Electrical Buss  
Key Ignition Control System  
1500amp Dry cell Battery (CS)  
ICON Multiplex System  
2GA. Power Cable for Rear Battery  
Dual Battery Isolation System  
Park Neutral Control System

**Emergency Lighting and Siren Package**

Code 3 Lightbar (CS)  
Unitrol TM4 Siren Controller (CS)  
Code 3 Arrowstick Controller (CS)  
Code 3 Citadel Lightbar on Rear Window (CS)  
Intersection Strobes hidden in factory lights (CS)  
Connection of Push Bumper Lighting  
Fed Sig ES100 Siren Speaker & Bracket  
LED Lights mounted under rear hatch (CS)

**Radios and Computers**

Spectra Radio Installation (CS)  
Installation of (2) Overhead Radio Speakers in Cab  
Installation of Computer including I.D. Scanner and Speakers (CS)  
Antennas Installed  
Lo Jac Antennas Installed

**Command Center Cabinets**

Troy Center Console

MDC Mount including keyboard and slide mount (CS)

Havis Rear Communication Box (CS)

**Other Equipment**

Misc. Parts and Materials

Installation of LoJac Data Cables and Monitor on Dash (CS)

Installation of Camera System Harnesses (CS)

Pro-Guard Front Partition, Gun Rack, Seat, and Rear Partition (CS)

Gun Rack with (2) Gun Locks, Timer and Butt Plate on Cage (CS)

Dual Gun Racks, Locks and Gun Timer mounted in rear (CS)

Setina Push Bumper with side wraps and lights (CS)

Removal of Equipment Old Vehicle (CS)

Cut Rear Spare Tire Panel and Add Hinge

Pro-Guard Door Panels (CS)

Pro-Guard Polycarbonate Window Barriers (CS)





5604 E. La Palma Ave Anaheim CA 92807  
 P: (714) 808-0911 F: (714) 808-0916

Your Single Source Provider for Emergency Vehicle Solutions

**Quote#6116**

To: <b>Phil Carter</b>	From: <b>Dan Walters</b>
Company: <b>Garden Grove Police Department</b>	Date: <b>June 1, 2016</b>
Fax # _____	Phone # <b>714-741-5390</b>

Regarding: **Ford Utility Interceptor Patrol Change Over**

1 Number of Pages sent including cover sheet

Qty	Breakdown with labor:	EXTENSION TOTAL
<b>Base Electrical Conversion</b>		
1	Main DC Power / Ground Electrical Buss	770.00
1	Key Ignition Control System	130.00
1	1500amp Drycell Battery (CS)	150.00
1	ICON Multiplex System	1,730.00
1	2GA. Power Cable for Rear Battery	270.00
1	Dual Battery Isolation System	275.00
1	Park Neutral Control System	170.00
<b>Emergency Lighting and Siren Package</b>		
1	Code 3 Lightbar(CS)	265.00
1	Unitrol TM4 Siren Controller(CS)	450.00
1	Code 3 Arrowstick Controller(CS)	150.00
1	Code 3 Citadel Lightbar on Rear Window (CS)	300.00
1	Intersection Strobes hidden in factory lights (CS)	300.00
1	Connection of Push Bumper Lighting	130.00
1	Fed Sig ES100 Siren Speaker & Bracket	427.50
2	LED Lights mounted under rear hatch (CS)	150.00
<b>Radios and Computers</b>		
1	Spectra Radio Installation (CS)	450.00
2	Installation of (2) Overhead Radio Speakers in Cab	220.00
1	Installation of Computer including I.D. Scanner and Speakers(CS)	450.00
9	Antennas Installed	1,074.00
4	Lo Jac Antennas Installed	394.00
<b>Command Center Cabinets</b>		
1	Troy Center Console	627.50
1	MDC Mount including keyboard and slide mount (CS)	150.00
1	Havis Rear Communication Box (CS)	150.00
<b>Other Equipment</b>		
1	Misc. Parts and Materials	250.00
1	Installation of LoJac Data Cables and Monitor on Dash (CS)	225.00
1	Installation of Camera System Harnesses (CS)	225.00
1	Pro-Guard Front Partition, Gun Rack, Seat, and Rear Partition (CS)	375.00
1	Gun Rack with (2) Gun Locks, Timer and Butt Plate on Cage (CS)	200.00
2	Dual Gun Racks, Locks and Gun Timer mounted in rear (CS)	400.00
1	Setina Push Bumper with side wraps and lights (CS)	225.00
1	Removal of Equipment Old Vehicle(CS)	300.00
1	Cut Rear Spare Tire Panel and Add Hinge	130.00
1	Pro-Guard Door Panels (CS)	75.00
1	Pro-Guard Polycarbonate Window Barriers (CS)	75.00
<b>SUBTOTALS</b>		<b>\$ 11,663.00</b>
<b>SALES TAX</b>		<b>\$ 357.04</b>
<b>TOTAL</b>		<b>\$ 12,020.04</b>

(CS) = customer supplied

PRICES ARE PER VEHICLE / ALL QUOTES ARE GOOD FOR 30 DAYS