

FINANCIAL IMPACT


The amount of this agreement is \$500,000 and will be paid for out of the Equipment Maintenance Fund. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Agreement with 911 Vehicle. Inc. in the amount of \$300,000 for three (3) years, with an option to extend for an additional two (2) years, at a cost of \$100,000 per option year, for a total \$500,000 over five (5) years for the changeover of Police patrol vehicle equipment; and
- Authorize the City Manager to execute the Agreement on behalf of the City.


KEITH G. JONES
Public Works Director


By: Phillip Carter
Equipment Maintenance Supervisor

Attachment: Agreement

Recommended for Approval


Matthew Fertal
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2011, 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 Three Hundred Thousand Dollars (\$300,000.00) 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.

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.
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.

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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.

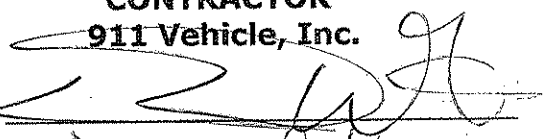
Date: _____ "CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

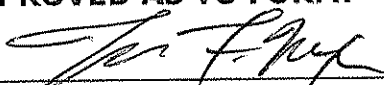
ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
911 Vehicle, Inc.
By: 
Name: Dan Walters
Title: President
Date: 3/23/11
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:

Garden Grove City Attorney

3/28/11
Date



ATTACHMENT "A"

2130 E. Winston Road Anaheim, CA 92806
 P:714-808-0911 F:714-808-0916 www.911vehicle.com

Your Single Source Provider for Emergency Vehicle Solutions

Quote# 5809-1

To: Phil Carter From: Dan Walters
 Company: Garden Grove PD Date: May 8, 2009
 Fax # _____ Phone # _____

Regarding: 2009 Tahoe Command Vehicle
1 Number of Pages sent including cover sheet

Qty	Breakdown with labor:		EXTENSION TOTAL
	Base Electrical Conversion		
1	Main DC Power / Ground Electrical Buss System	\$	1,080.00
1	200 Amp Alternator	\$	474.00
2	Odyssey PC1500 Battery replacing OEM	\$	950.00
1	Odyssey PC2150 Battery in Communication Cabinet	\$	630.00
1	Battery Isolation System	\$	285.00
1	911Vehicle ICON Harness System	\$	2,975.00
1	Load Management and Control System	\$	895.00
1	Key Ignition Control System	\$	130.00
1	Park Neutral Control System	\$	180.00
1	Command Center Control System	\$	130.00
	Emergency Lighting and Siren Package		
1	Unitrol TM4 Siren & Lighting Controller with PA Mic	\$	1,190.00
2	Federal Signal 3350 Rear Hatch LED's	\$	320.00
1	Code 3 2700 LED Lightbar per GGPD Specs	\$	2,820.00
2	Intersection Strobes in factory Lights	\$	418.00
2	Tail Light Strobes	\$	248.00
1	4 ch. Strobe Power Supply	\$	445.00
1	Strobe tubes Cabling	\$	240.00
1	Siren Speaker	\$	405.00
1	Head Light Flasher W/GM Modification	\$	245.00
	Radios and Computers		
1	Motorola Astro Dual Head (CS)	\$	680.00
1	Litton Computer/CPU/VRM/Screen/Key. (CS)	\$	850.00
1	Mounting Bracket/Screen/Keyboard	\$	455.00
1	Cabling for Computer Screen Comm. Box	\$	350.00
1	Install Martell Eyewitness Camera System	\$	5,575.00
1	Copier/Printer/Scanner	\$	310.00
2	HT Charger (CS)	\$	170.00
1	Aircard/Fax Data Modem (CS)	\$	170.00
1	Tri-Band Antenna for GPS,WiFi, and Cellular	\$	210.00
6	Roof Mounted Antennas	\$	647.00
	Command Center Cabinets		
1	911 Vehicle Metal Command Box	\$	5,365.00
1	Havis Center Console/Computer Mount	\$	1,010.00
4	Face Plates	\$	213.00
1	60% Seat Communications Cabinet	\$	615.00
1	Storage Unit/Top 60% Box	\$	575.00
1	40% Seat Storage Cabinet for Tools	\$	1,560.00
1	Command Center Lighting Package	\$	480.00
	Other Equipment		
1	Misc. Parts and Materials	\$	340.00
1	Safe Stop System	\$	295.00
1	Prosrne 2.0 100amp Charger & 2000watt Inverter	\$	2,847.00
1	Shore Power Relay	\$	227.00
1	12" LCD Flip-Down Monitor/Tuner/Amp.	\$	1,414.00
1	110Volt A/C Power Outlets on Command Box	\$	195.00
1	SL-20 Flash Light/Charger	\$	200.00
4	20 Amp. Aux. DC Sockets	\$	355.00
1	Hidden Unlock Switch	\$	268.00
1	Dual Overhead Gun Rack	\$	644.00
1	Go-Rhino Push Bumper	\$	374.00
2	Rear Hatch Aircraft Lights	\$	220.00

All Line Items include Parts and Materials unless identified with (CS)

SUBTOTALS	\$ 40,674.00
SALES TAX	\$ 2,264.85
TOTAL	\$ 42,938.85

(CS) = customer supplied

PRICES ARE PER VEHICLE / ALL QUOTES ARE GOOD FOR 90 DAYS



2130 E. Winston Road Anaheim Ca. 92806
P: (714) 808-0911 F: (714) 808-0916

Your Single Source Provider for Emergency Vehicle Solutions

Quote#22311

To: Phill Carter From: Dan Walters

Company: GARDEN GROVE P.D. Date: February 23, 2011

Fax # 714-638-4637 Phone # 714-741-5390

Regarding: Patrol Car Change Over

1 Number of Pages sent including cover sheet

Qty	Breakdown with labor:	EXTENSION TOTAL
	Base Electrical Conversion	
1	I.C.O.N. Multiplex & Main DC Power / Ground Electrical Buss	725.00
1	Key Ignition Control System	130.00
1	1200amp EV1200 Drycell Battery(CS)	150.00
1	2GA. Power Cable for Rear Battery	160.00
1	Dual Battery Isolation System	235.00
1	Park Neutral Control System	150.00
	Emergency Lighting and Siren Package	
1	Code 3 Lightbar(CS)	225.00
1	Unitrol TM4 Siren Controller(CS)	450.00
1	Code 3 Arrowstick Controller(CS)	150.00
1	Intersection Strobes hidden in factory lights	440.00
1	Strobe Power Supply	520.00
1	Headlight Flasher and Relay Modifacation	117.00
1	Fed Sig MS100 Siren Speaker	235.00
	Radios and Computers	
1	Spectra Radio Installation (CS)	450.00
1	Installation of Computer including I.D. Scanner and Speakers(CS)	450.00
2	Antennas Installed	240.00
	Command Center Cabinets	
1	Havis Center Console (CS)	75.00
1	Havis Computer Mount & Keyboard(CS)	150.00
1	Full Trunk Tray	475.00
	Other Equipment	
1	Misc. Parts and Materials	250.00
1	Setina Partition with Recess Panel	800.00
1	Setina Partition Dual Gun Rack	280.00
1	Trunk Gun Lock, Timer and Butt Plate	195.00
1	Dual Gun Locks (CS) And Gun Lock Timer	170.00
1	Install Prisonar Seat	345.00
1	Install Interior Lighting(CS)	75.00
1	Install Eyewitness Camera(CS)	375.00
1	Install Eyewitness Camera Bracket	243.00
1	Push Bumper (CS)	150.00
1	Amber Trunk Light(CS)	75.00
1	Removal Old Vehicle(CS)	300.00
1	Setina Metal Door Panels for Crown Vic	100.00
1	Setina Polycarbonate Window Barriers For Crown Vic	234.00
	SUBTOTALS	\$ 9,119.00
	SALES TAX	\$ 312.29
	TOTAL	\$ 9,431.29

(CS)= customer supplied

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



2130 E. Winston Road
Anaheim, CA 92806
714-808-0911 Fax: 714-808-0916
www.911vehicle.com

2011 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
I.C.O.N. Harness and Power Management System
Key Ignition Control System
1200amp EV1200 Drycell Battery(CS)
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)
Intersection Strobes hidden in factory lights
Strobe Power Supply
Headlight Flasher and Relay Modifacation
Fed Sig MS100 Siren Speaker

Radios and Computers

Spectra Radio Installation (CS)
Installation of Computer including I.D. Scanner and
Speakers(CS)
Antennas Installed

Command Center Cabinets

Havis Center Console (CS)
Havis Computer Mount & Keyboard(CS)
Full Trunk Tray

ATTACHMENT "A"

Patrol Car Continued:

Other Equipment

Misc. Parts and Materials

Setina Partition with Recess Panel

Setina Partition Dual Gun Rack

Trunk Gun Lock, Timer and Butt Plate

Dual Gun Locks (CS) And Gun Lock Timer

Install Prisoner Seat

Install Interior Lighting(CS)

Install Eyewitness Camera(CS)

Install Eyewitness Camera Bracket

Push Bumper (CS)

Amber Trunk Light(CS)

Removal Old Vehicle(CS)

Setina Metal Door Panels for Crown Vic

Setina Polycarbonate Window Barriers For Crown Vic