

## **SERVICES AGREEMENT**

### **INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC., DOING BUSINESS AS INNOVATIVE EMERGENCY EQUIPMENT**

#### **[Police Vehicles Equipment, Installation and Removal Services]**

On this 23rd day of April, 2021, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC., doing business as INNOVATIVE EMERGENCY EQUIPMENT**, a Delaware Corporation authorized to do business in California ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Police Vehicles Equipment, Installation and Removal Services** ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect as of the date first written above ("Effective Date") through September 30, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Four Hundred Thousand Dollars (\$400,000) annually for a contract total not to exceed One Million Dollars (\$1,000,000), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes

Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

## **11. Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform,

or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

General Services Department  
City of Riverside  
Attn: Shari Call  
3900 Main Street  
Riverside, CA 92522

To Contractor

Innovative Design and Sheet Metal  
Products, Inc. dba Innovative  
Emergency Equipment  
Attn: James Wood, President  
1616 Marlborough Ave., Unit S-1  
Riverside, CA 92507

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the

Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

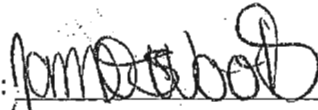
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

INNOVATIVE DESIGN and SHEET  
METAL PRODUCTS, INC., dba  
INNOVATIVE EMERGENCY  
EQUIPMENT

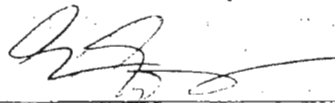
By: \_\_\_\_\_  
City Manager

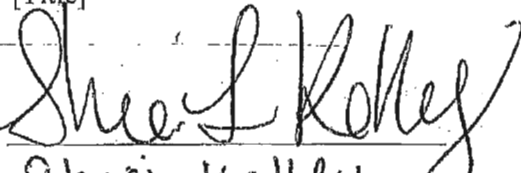
By:   
James Wood  
[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

President  
[Title]

Certified as to Availability of Funds

By:   
Chief Financial Officer

By:   
Sheri Kelley  
[Printed Name]  
CEO  
[Title]

Approved as to Form:

By:   
Ruthann Salera  
Deputy City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A. CONTRACTOR REQUIREMENTS**

1. CONTRACTOR shall provide equipment, labor/installation services as ordered by the CITY for all active, retired duty and service vehicles for the Riverside Police Department (RPD). The CONTRACTOR shall provide product usage reports to satisfactorily support FLEET MANAGEMENT. FLEET MANAGEMENT shall order products that are identified as approved items that are listed in Exhibit B, Vehicle Equipment and Parts Buildout List.
    - a. FLEET MANAGEMENT shall have the CONTRACTOR build patrol, stealth, and plain vehicles to be determined by FLEET MANAGEMENT.
    - b. The CONTRACTOR shall be responsible for providing the product inventory's, manpower resources, and/or production equipment.
    - c. FLEET MANAGEMENT may evaluate other possible patrol vehicles at the discretion of RPD.
  2. FLEET MANAGEMENT will order Specialty Vehicles during the year that may include Patrol K-9 adaptations, Forensic Trucks, Bomb Squad Vehicles, S.E.R.T. Vehicles (RPD's Emergency Response Team), S.E.B. Vehicles (Special Enforcement Bureau/SWAT), Correction Transportation Vehicles and Coroner Vehicles.
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3. The "Specialty Vehicles" are custom built by the CONTRACTOR, and these specialty vehicles may vary from vehicle to vehicle depending on what type of equipment is needed by the Police station or specialized unit. There is no definitive specification book associated with these types of specialty vehicles because of the constant changes in the equipment requirements.
  4. The CITY shall have the best pricing, based on the economies of scale, for those items specifically identified in Exhibit B, Vehicle Equipment and Parts Buildout List.
  5. The CONTRACTOR shall deliver and shall have "will-call" delivery product inventory as needed for FLEET MANAGEMENT.
  6. Pricing will be all inclusive of any vendor vehicle pick-up or delivery fees, should FLEET MANAGEMENT personnel not be able to provide that service.
  7. The CONTRACTOR shall provide a unit price for the individual products as noted in the Exhibit B and extend those prices to the vehicle type as specified. FLEET MANAGEMENT requires that any substitutions shall undergo prior review and written approval by the CITY.
    - a. Special Equipment:
      - i. The CONTRACTOR shall make the necessary commitment to provide equipment and trained personnel, at the CONTRACTOR'S location, to support the volume of vehicles the FEET MANAGEMENT requires to maintain its operations and fleet levels.
      - ii. The CONTRACTOR shall be required to have access to a custom fabrication shop that would allow for the many and various vehicle builds and subsequent installations that arise from various needs and specialty configurations of the department.
      - iii. The CONTRACTOR shall have made or have made a "one-piece electrical wiring harness" to be installed in the RPD's vehicles to maintain consistency in installation of

equipment and ease in trouble shooting electrical problems. NO EXCEPTIONS.

- iv. Vehicle buildout vendors who manufacture or fabricate parts specifically used on RPD builds shall offer those same parts for sale to other RPD vehicle buildout vendors at pricing that will afford the purchasing vendors a 20% optional price markup margin. The result of this margin if exercised will make the final sales price equal to the price the vendor who manufactured or fabricated the parts sells them to RPD at. This pricing stipulation shall not deny the manufacturer or fabricator the ability to charge shipping or credit card fees on top of the 20% markup margin if required based on the terms of the transaction. This pricing shall apply only to vehicles being built for RPD by the receiving vendor. No vendor shall unnecessarily deny or delay prompt availability of these parts to other RPD vehicle buildout vendors for use on RPD builds.

8. **EQUIPMENT:** The CITY reserves the right to have equipment/parts installed that are of equal design, form, fit, and function. The CITY reserves the right to specify or make changes on equipment for the duration of the Agreement.

## **B. OPERATIONAL SPECIFICATIONS**

1. CONTRACTOR shall contact FLEET MANAGEMENT personnel to identify all vehicle service equipment/parts that will be stocked at the CONTRACTOR'S location. This shall be accomplished within 30 days of the approved Agreement. This shall repeat itself every year and prior to the renewal of the Agreement. This is necessary to adjust for rolling stock changes within FLEET MANAGEMENT. By mutual agreement between the CONTRACTOR and the CITY, available inventory of equipment/parts shall be determined using expected weekly production output based on monthly or yearly vehicle installation projections.
2. The CONTRACTOR shall be committed to the "Maximum" production/delivery time required to complete the projected number of vehicle installations. The CONTRACTOR shall complete a single vehicle installation in ten (10) business days. The CONTRACTOR shall commit to a service satisfaction level (i.e.95%) and to make the necessary investment in "on-hand inventory of equipment/parts" and service personnel to maintain this Agreement. The CONTRACTOR shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and production schedules, and sales to other user agencies, and to ensure that the CITY FLEET MANAGEMENT shall be serviced in a proper manner to this Agreement.
  - a. *Should it be determined that the CONTRACTOR has not made the necessary commitment to service the CITY with proper inventory stocking levels, demonstrated poor performance, or poor quality of workmanship to FLEET MANAGEMENT, the CITY may issue a thirty (30) day notice to rescind the balance of this Agreement shall and will be issued by the CITY on behalf of FLEET MANAGEMENT. Frequent late deliveries of completed vehicle installations or consistent failure to meet delivery of vehicles without valid and justified reasons may result in cancellation of the entire award/contract and/or possible removal from the bid list.*
3. **DELAYS:** If a delay is foreseen in the availability of any part, an accessory (of any type), or piece of equipment required to complete the vehicle installation as ordered by Riverside FLEET MANAGEMENT personnel, or any of the above items that are normally considered an "In-Stock" inventory item, the CONTRACTOR shall give thirty (30) day prior written notice to FLEET MANAGEMENT and to the Riverside CITY Purchasing. This notice shall detail the exact nature of the delay and the date of when the item will be received by the CONTRACTOR to be available in inventory and ready for installation. FLEET MANAGEMENT and Riverside CITY Purchasing Department has the right to extend the delivery due date if reasons appear to be reasonable, at the sole discretion of the CITY. The CONTRACTOR must keep FLEET MANAGEMENT personnel

advised at all times of the status of the delay. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes FLEET MANAGEMENT and Riverside CITY Purchasing Department to purchase the parts, accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting CONTRACTOR.

4. **EQUIPMENT PICK-UP:** The CONTRACTOR shall notify FLEET MANAGEMENT, only after the required equipment has been completely and successfully installed of the previously delivered RPD vehicle; and that this vehicle has successfully completed and passed functionality testing of the installed equipment prior to pick-up from FLEET MANAGEMENT. A delivery/check-out form, for each vehicle, shall also have been prepared, annotated, and ready for the vehicle pick-up inspection.
5. **SERVICE CENTER:** The CONTRACTOR shall have the ability and experience to service (Emergency Vehicle Lighting Equipment) upon commencement of the Agreement. The CONTRACTOR is not required to be an authorized manufacture warranty repair center, it is expected that the CONTRACTOR will handle all warranty claims.
6. **ALTERATIONS:** Any alterations to the specifications, without the written approval of the FLEET MANAGEMENT personnel and the Purchasing Agent, will be considered not compliant and the FLEET MANAGEMENT will not pay for any unauthorized services.
7. **CONTRACT QUANTITIES:** The quantities in the Agreement are not guaranteed and are given for information purposes only to the CONTRACTOR. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the Agreement period.
  - a. Quantities shown or discussed shall not be construed to represent any amount of which the CITY shall be obligated to purchase under the Agreement or relieve the CONTRACTOR of the obligation to fill all vehicle installation orders placed by the CITY.
  - b. The CITY shall NOT guarantee any order of a specific quantity on any vehicle installation and type of vehicle installation.
  - c. The CITY does not guarantee any amount of services or products to any vendor or vendors. If the CONTRACTOR is unable to perform to the requirements as stated in the Agreement, the CITY reserves the right to assign work to another CONTRACTOR in order to maintain RPD Vehicles for Public Safety at any time.
8. **WARRANTY:** CONTRACTOR shall provide a warranty that includes all parts and labor, which includes all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR warranty. CONTRACTOR warranty for workmanship shall be for two (2) years or per OEM, whichever is greater. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that must be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand-new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.
9. **CONTRACTOR SITE LOCATION SECURITY:** CONTRACTOR shall provide site security at their location with no additional charge to the CITY. Site security shall be maintained 24 hours a day/365 day a year. All CITY vehicles that are in the possession of the CONTRACTOR shall be responsible for any and all damages while they are at the CONTRACTOR's site. If any CITY vehicle is driven on public roads by the CONTRACTOR, they must have the proper insurance to be provided to the CITY and are responsible for any and all damages while in the possession of

the CONTRACTOR. CITY vehicles that are outfitted with approved equipment shall be placed inside the CONTRACTOR's building when the CONTRACTOR is closed.

**C. CALIFORNIA STATE BOARD OF EQUALIZATION**

1. The California State Board of Equalization ("BOE") has determined that labor charge for installing parts or accessories to a new vehicle is fabrication labor subject to sales tax. Pursuant to the 60 Day Rule, a vehicle is considered new if it entered the CONTRACTOR's facility for vehicle-equipment installation within 60 days of the date the vehicle is registered with the California Department of Motor Vehicles ("DMV") as a new vehicle.
2. Based on the 60 Day Rule, the CITY agrees to pay California sales tax to the CONTRACTOR on the labor performed by CONTRACTOR for installing equipment to new CITY vehicles during the term of this Agreement if the CONTRACTOR's invoice includes such sales tax. CONTRACTOR acknowledges and agrees that the CITY is not liable for any penalties and/or interests which may be owed by the CONTRACTOR to the State of California relating to sales tax. Within thirty (30) days of CITY's written request, CONTRACTOR shall refund the CITY any California sales tax that was paid by the CITY on labor performed by the CONTRACTOR for installing equipment to CITY vehicles if such vehicles entered the CONTRACTOR's facility for vehicle- equipment installation after 60 days such vehicles registered with the DMV as new vehicles.
3. In regard to CITY vehicles entering CONTRACTOR's facility for vehicle-equipment installation, the CITY agrees to provide the CONTRACTOR with a copy of the DMV registration as a new vehicle when available. CONTRACTOR shall not delay its performance of services under this Agreement based upon lack of receipt of such DMV registration."

**EXHIBIT "B"**

**COMPENSATION**

**EXHIBIT B**  
**VEHICLE EQUIPMENT AND PARTS BUILDOUT LIST**

**A. B&W Patrol Matrix**

ITEM	DESCRIPTION	QTY
Labor		31
	<b>FRONT:</b>	
21-31320-CM	47" 21TR MATRIX LIGHTBAR, RSO CONFIGURATION	1
5344T-2L91-RSO	TEXTURED PUSH BUMPER, MR6 LIGHT READY	1
MR6-B-RSO	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS MR6	1
MR6-R-RSO	RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6MC-BW-RSO	MR6 MULTI-COLORED LIGHT BLUE/WHITE	1
MR6MC-RW-RSO	MR6 MULTI-COLORED LIGHT RED/WHITE	1
C3900U-RSO	Slim Speaker with universal 'U' bracket	1
950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	2
7601B	TDR SERIES, 140 A TIME DELAY RELAY TOP HAT	1
	<b>SIDE:</b>	
	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS MR6	
MR6-B-RSO	RED WITH SURFACE/HOOD MOUNTED BRACKETS CUSTOM	1
MR6-R-RSO	MR6 REAR SIDE MOUNTING BRACKET	1
INV-MR6-SIDEMNT-RSO		2
	<b>REAR</b>	
	6-PACK LED Hide-A-Blast STROBE AMBER	
HB6PAK-A-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	1
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE TWIST LOCK PI- BLUE	1
HB6PAK-PI-B-RSO	6-PACK LED Hide-A-Blast STROBE TWIST LOCK PI- RED	1
HB6PAK-PI-R-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Blue/white 12	1
ULTMC-BW-RSO	LED, Mega Thin Surface Mount, Multicolor 12-24V, Red/White	1
ULTMC-RW-RSO	LICENSE PLATE BKT	1
INV-LICENSE-BRKT-RSO	3/4" HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO	1
ANXMB8U-RSO	CONNECTOR	3
	806-896 MHz 1/4 WAVE MOBIL ANTENNA STAINLESS	
ANXQW800-RSO	118-970 MHz 0 DB FIELD TUNAB 1/4 WAVE MOBILE ANTENNA	2
ANXQWFT120-RSO	DUAL FLAIR BOX ORGANIZER OVER SPARE TIRE	1
INV-ISUV-FB-DUAL-RSO	FLAIR BOX ORGANIZER MESH SPACER WITH MAGNETIC	1
INV-ISUV-FB-DUAL-ACCS	LATCHED LID, 10 X 3 STICKER, POLY COATED	1
	FALSE FLOOR WITH ELECTRONICS TRAY LOCKING	
INV-FF-ELETRAY-ISUV-RSO	(W/WINGS)	1
	RSO SPECIFIC ANTENNA KIT- SHKG   2X2X MIMO 2G/3G/4G +	
PWAT-182-SHKG2-RSO	2X2 WIFI + GPS/GNSS	1
	<b>INTERIOR:</b>	
Z3SXP-I-RSO	Z3 SIREN W SERIAL MATRIX INTERFACE PBCH W BNSHE	1
Z3S-OBD-PIU-G-RSO	Z3S OBD MODULE AND HARNESS MATRIX FOR PIU16+	1
INV-CON-DN-ISUV-RSO	SLOPED 14" INTERCEPTOR, CENTER CUPHOLDERS, DUAL	1
	NOTCHED CONSOLE	
L-5/18LED-RSO	18" LED GOOSENECK LITTLITE (MAP LIGHT)	1

INV-MIC STAND-SNGL-LP-RSO	SINGLE MIC STAND WITH CLIP, RSO SPEC'S	1
MMPK-1	MAGNETIC MIC CLIP	1
HLN9073B	MOTOROLA MIC CLIP	1
WK0595ITU20T-RSO	Window Barrier VS Polycarbonate Tinted	1
QK0566ITU20-RSO	"Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition"	1
DK0100ITU20-RSO	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels SWIVEL KEYBOARD ALUMINUM ADAPTER PLATE	1
INV-KEYBOARD-ADAPTER PLT-RSO	SWIVEL SCREEN KEYBOARD PIVOT ARMS WITH TENSION KNOBS	1
INV-KEYBOARD-PIVOTARM-RSO	MDC SWING SCREEN /TABLET MOUNT	1
INV-SWNG-SCREEN-RSO	Gamber-Johnson Low Profile Quick Release Keyboard Tray Gamber-Johnson short clevis Tilt Swivel Motion Device w/ quick adjust	1
7160-0857	handle	1
7160-0783	DUAL A-R 15/ SHOTGUN WEAPON RACK (RSO) BUIT PLATE FOR DUAL WEAPON	1
INV-001-RSO	BRACKETS, HARDWARE, WIRE, ETC	1
INV-011-RSO	30 SEC. GUN LOCK TIMER	2
GUN-KIT-RSO	XL HANDCUFF STYLE LOCK WITH #2 KEY LOCK	1
SC7009-30/RSO	STANDARD HANDCUFF STYLE LOCK WITH #2 KEY LOCK 2020	1
SC-6/RSO	PUI #8XL Stationary Window	1
SC-5/RSO	1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal XL Panel	1
PK1134ITU20TM-RSO	Partition TM (Tall Man) 2.5 LBS FIRE EXTINGUISHER W/ VEHICLE BRACKET AMEREX 500 5LB ABC FIRE EXTINGUISHER 2A10BC	1
B417T-RSO		1
AX-500-RSO		1
AX-860-RSO	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1
	MISC:	
INV-HARNESS-RSO	NEW COMPLETE WIRE HARNESS KIT	1
4906	HI-AMP BUSSMAN CIRCUIT BREAKER 150-AMP	1
INV-DASH BRACKET-RSO	DASH BOARD BRACKET	1
INV-TOPHAT-BRKT-RSO	TOP HAT BRACKET FOR SUV'S	1
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	2
5023B-RSO	4 POSITION BLADE FUSE BLOCKS	1
PSEC-PARTS-RSO	MISC. PARTS, NEW ANTENNA ENDS FOR THE PSEC CABLES, N-MALE CONNECTOR, RUBBER GROMMETS FOR ANTENNAS, SCANNER ADAPTER	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, POWDER COAT, SPLIT LOOM, RELAYS, ETC.	1



**B. SUV B&W Patrol Matrix**

ITEM	DESCRIPTION	QTY
Labor	Labor per hour	38
	<b>FRONT:</b>	
21MAT52	52" 21TR MATRIX LIGHTBAR, RSO CONFIGURATION	1
BK2100TAH15-RSO	PB450L2 - PUSH BUMPER, ALUM, SUV CODE 3 MR6 SERIES NO ADAPTIVE CRUISE CONTROL	1
HB6PAK-W-RSO	6-PACK LED Hide-A-Blast STROBE WHITE	2
C3900U-RSO	Slim Speaker with universal 'U' bracket	2
7601B	TDR SERIES, 140 A TIME DELAY RELAY TOP HAT	1
	<b>SIDE:</b>	
MR6-B-RSO	MR6 BLUE WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
INV-MR6-SIDEMNT-RSO	CUSTOM EXPLORER MR6 REAR SIDE MOUNTING BRACKET	2
	<b>REAR:</b>	
HB6PAK-A-RSO	6-PACK LED Hide-A-Blast STROBE AMBER	1
HB6PAK-B-RSO	6-PACK LED Hide-A-Blast STROBE BLUE	1
ULTMC-BW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Blue/white	1
ULTMC-RW-RSO	12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Red/White	1
INV-LICENSE-BRKT-RSO	LICENSE PLATE BKT	1
ANXMB8U-RSO	3/4" HOLE NMO STYLE BRASS MT W/17' RG58U COAX & NO CONNECTOR	3
ANXQW800-RSO	806-896 MHz 1/4 WAVE MOBIL ANTENNA, STAINLESS	2
ANXQWFT120-RSO	118-970 MHz 0 DB FIELD TUNAB 1/4 WAVE MOBILE ANTENNA	1
INV-FF-ELETRAY-TAH- RSO	FALSE FLOOR WITH ELECTRONICS TRAY INCLUDES FILLER PLATES, TOPRAIL, FLARE BOXES AND ACCES., D-RINGS, POLY FINISH	1
PWAT-182-SHKG2-RSO	RSO SPECIFIC ANTENNA KIT- SHKG   2X2X MIMO 2G/3G/4G + 2X2 WIFI + GPS/GNSS	1
	<b>INTERIOR:</b>	
Z3SXP-1-RSO	Z3 SIREN W SERIAL MATRIX INTERFACE PBCH W BNSHE	1
Z3S-OBD-RSO	Z3S OBD MODULE AND HARNESS MATRIX FOR TAHOE	1
INV-CON-DN-RSO	DUAL NOTCHED CONSOLE WITH FACEPLATES CUP HOLDERS AND ARMREST	1
INV-MIC STAND-SNGL- LP-RSO	SINGLE MIC STAND WITH CLIP, RSO SPEC'S	1
MMPK-1	MAGNETIC MIC CLIP	1
HLN9073B	MOTOROLA MIC CLIP	1
L-5/18LED-RSO	18" LED GOOSENECK LITLITE (MAP LIGHT)	1
INV-SWNG-SCREEN-RSO	MDC SWING SCREEN /TABLET MOUNT	1
INV-KEYBOARD- ADAPTER PLT-RSO	SWIVEL KEYBOARD ALUMINUM ADAPTER PLATE SWIVEL SCREEN KEYBOARD PIVOT ARMS WITH TENSION	1
INV-KEYBOARD- PIVOTARM-RSO	KNOBS	1

7160-0783 7160-0857	Gamber-Johnson short clevis Tilt Swivel Motion Device w/ quick adjust handle	1
INV-001-RSO	Gamber-Johnson Low Profile Quick Release Keyboard Tray	1
INV-011-RSO	DUAL A-R 15/ SHOTGUN WEAPON RACK (RSO)	1
GUN-KIT-RSO	BUTT PLATE FOR DUAL WEAPON	2
SC-6/RSO	BRACKETS, HARDWARE, WIRE ETC	1
SC7009-30/RSO	XL HANDCUFF STYLE LOCK WITH #2 KEY LOCK	2
PK1160SUV15-RSO	30 SEC. GUN LOCK TIMER	1
DK0100SUV15-RSO	"#8XL Stationary Window 1/2 Coated SUV Polycarbonate 1/2 Vinyl Coated Expanded Metal XL Panel Partition"	1
WK0595SV15T	DOOR PANEL S TPO PLASTIC BLACK, SUV -INCLUDES SHIPPING	1
SETINA	SUV, "Window Barrier Polycarbonate Tinted *FOR USE WITH:  -Stock Door Panels -SETINA TPO Door Panels	1
B417T-RSO	12VS REAR CAGE WITH REPLACEMENT SEAT	1
AX-500-RSO	2.5 LBS FIRE EXTINGUISHER W/ VEHICLE BRACKET	1
AX-860-RSO	AMEREX 500 5LB ABC FIRE EXTINGUISHER 2A10BC	1
	AMEREX 5 LB FIRE EXT HEAVY DUTY VEHICLE BRACKET W/ DOUBLE RUBBER STRAPS	1
	MISC:	
INV-EXPO-HARNESS-RSO	NEW COMPLETE WIRE HARNESS KIT EXPEDITION / TAHOE	1
4906	HI-AMP BUSSMAN CIRCUIT BREAKER 150 AMP	1
INV-DASH BRACKET-RSO	DASH BOARD BRACKET	1
INV-TOPHAT-BRKT-RSO	TOP HAT BRACKET FOR SUV'S	1
5023B-RSO	4 POSITION BLADE FUSE BLOCKS	1
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	2
PSEC-PARTS-RSO	MISC. PARTS, NEW ANTENNA ENDS FOR THE PSEC CABLES, N-MALE CONNECTOR, RUBBER GROMMETS FOR ANTENNAS	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, ETC.	1

**C. PLAIN CAR COMMANDER'S PACKAGE**

ITEM	DESCRIPTION	QTY
	<b>FRONT:</b>	
950-RSO	HEADLIGHT FLASHER WITH SEPARATE TRIGGERS PER SIDE	1
C3900U	Slim Speaker with universal 'U' bracket	1
FABRICATED MATERIALS	CUSTOM FABRICATED BUMPER MOUNTED SPEAKER BRACKET	1
CD5051BW	GRILL LIGHT NARROW 18 LED, DUAL COLOR, BLUE/WHITE	1
CD5051RW	GRILL LIGHT NARROW 18 LED, DUAL COLOR, RED/WHITE	1
INV-GRILL-BRKTS	CUSTOM GRILL LIGHT BRACKETS SET	1
ELUC3H010(J)	UNDERCOVER LED STROBE (RED/BLUE)	2
	<b>INTERIOR:</b>	
MR6-R-RSO	MR6 RED WITH SURFACE/HOOD MOUNTED BRACKETS	1
MR6MC-BW	MR6 MULTI-COLORED LIGHT BLUE/WHITE	1
55.	ROTARY SWITCH (SIREN CONTROLLER)	1
INV-SHROUD-DBL	SHROUD, DOUBLE LIGHT FRONT	1
ALPHASL	REMOTE SIREN CONTROLLER 200 WATT	1
	<b>REAR:</b>	
VTX609M.	VERTEX SUPER LED HIDE AWAY STROBE SPLIT, AMBER/BLUE	2
BUMPER BRACKET	MEDIUM 'L' BUMPER BRACKET	1
ETFBSSN-P	Flashback Alternating Taillight Flasher	1
	<b>MISC:</b>	
5025B-RSO	6 POSITION MARINE FUSE BLOCK W/ NEGATIVE BUS AND COVER	1
4902.	HI-AMP BUSSMAN CIRCUIT BREAKER 70 AMP	1
INV-BREAKER BRACKET	BREAKER, SOLENOID, BRACKET PLATE	1
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, ETC.	1

**EXHIBIT C**  
**PAYMENT PROVISIONS**

<b>VEHICLE DESCRIPTION</b>	<b>COST</b>
<b>Patrol Utility:</b>	
Cost for Equipment/Materials:	\$8,601.72
Cost for Installation:	\$2,015.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$928.96
<b>Complete Cost</b>	<b>\$11,545.68</b>
<i>Payment Term Discount</i>	<i>(\$230.91)</i>
<i>Cost after Payment Term Discount</i>	<i>\$11,314.77</i>
<b>Patrol SUV PPV:</b>	
Cost for Equipment/Materials:	\$9,172.58
Cost for Installation:	\$2,470.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$1,018.73
<b>Complete Cost</b>	<b>\$12,661.31</b>
<i>Payment Term Discount</i>	<i>(\$253.23)</i>
<i>Cost after Payment Term Discount</i>	<i>\$12,408.08</i>
<b>Commander's Vehicles:</b>	
Cost for Equipment/Materials:	\$1,638.71
Cost for Installation:	\$1,170.00
California Sales Tax on Equipment/ Materials and to include tax on labor:	\$143.39
<b>Complete Cost</b>	<b>\$2,952.10</b>
<i>Payment Term Discount</i>	<i>(\$59.04)</i>
<i>Cost after Payment Term Discount</i>	<i>\$2,893.06</i>
<b>VEHICLE STRIP</b>	
Patrol Utility	\$425.00
Patrol SUV PPV	\$425.00
Commander's Vehicle	\$300.00

**CONTRACTOR Payment Terms: 2%-10, Net 30.**

**EXHIBIT "C"**

**KEY PERSONNEL**

James Woods – President  
1616 Marlborough Ave. Unit S-1  
Riverside, CA 92507

