SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



(ID# 12317)

MEETING DATE:
Tuesday, May 05, 2020

FROM: DISTRICT ATTORNEY:

SUBJECT: DISTRICT ATTORNEY: Ratify and Approve the Professional Service Agreements with West Coast Lights and Sirens for the customization of a department owned vehicle used to perform tactical operations for the District Attorney's Sexual Assault Felony Enforcement (SAFE) and the Internet Crimes Against Children (ICAC) Programs within Riverside County without seeking competitive bids. [All Districts]; [\$99,735; San Diego ICAC 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve the Professional Service Agreement with West Coast Lights and Sirens, Inc. for vehicle customization services for a Department-owned vehicle without seeking competitive bids for a total of \$99,735, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
- Authorize the District Attorney or designee, based on the availability of fiscal funding and as approved by County Counsel, to sign any necessary amendments that (a) exercise the options of the aforementioned agreement or (b) modify the compensation provisions that do not exceed the sum total of ten (10) percent of the contract amount.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Navs:

None

Absent:

None

Date:

May 5, 2020

XC:

DA

Kecia R. Harper

Clerk of the Board

Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Co	st:	Ongoing Cost
COST	\$99,735	\$0	\$99,73	35	\$0
NET COUNTY COST	\$0	\$0	\$0		\$0
SOURCE OF FUND	S: Non NCC: Sa	n Diego ICAC 1	00%	Budget Ac	ljustment: No
				For Fiscal	Year: 19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

San Diego ICAC is a regional task force and responsible for three counties i.e. San Diego, Riverside and Imperial. The City of San Diego through the San Diego Police Department is the grantee of the California Governors Office of Emergency Services ICAC Grant. As a recipient of the grant San Diego ICAC Task Force is required to provide equipment and training to our affiliate agencies. One of those affiliate agencies is the Riverside County District Attorney's Office SAFE/ICAC Task Force. The San Diego ICAC has donated this interview/forensic van to the Riverside County District Attorney's Office to be used for interviews/forensics. The cost of the van upgrade is 100% reimbursable from the San Diego ICAC for amounts not to exceed \$119,275.

An interview/forensic van requires the need to have specialized, high-tech equipment onboard to perform onsite examinations and analysis of digital evidence, to preserve evidence integrity, process other physical evidence, and to record video and audio of suspect interviews while in the field. West Coast Lights and Sirens has the understanding and knowledge base for building custom interiors to house electronic components and computer equipment for Internet Crimes Against Children task force vehicles.

Contract History and Price Reasonableness

There will be no fiscal impact to the County's budget. The total cost of the van upgrade which includes materials and implantation is \$99,735. However, the entire amount will be reimbursed to the District Attorney's budget thereby causing no fiscal impact to the County.

Impact on Citizens and Businesses

There is no impact to residents or businesses.

Attachments

Attachment A: Professional Service Agreement-West Coast Lights and Sirens

Attachment B: Single Source Agreement

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Jeff Van Wagenen, Assistant CEO / Public Safety

4/30/2020 Gregory V. Priantos, Director County Counsel

4/29/2020



OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN DISTRICT ATTORNEY

Date:

April 22, 2020

power supplied needs

From:	Assistant District Attorney Jared Haringsma	
To:	Board of Supervisors/Purchasing Agent	
Via:	Bureau Commander Matthew Remmers	
Subject:	Single Source Procurement Request for vehicle customization	
single sourc	v information is provided in support of my Department requesting apprairce. (Outside of a duly declared emergency, the time to develop a statestions is not in itself justification for sole or single source.)	oval for a sole or eltement of work
1. Supplie	ier being requested: West Coast Lights & Sirens	
2. Vendor	or ID: 70996	
3. ≝ Sing	ngle Source Sole Source	
request	you previously requested <u>and</u> received approval for a sole of st for this vendor for your department? (If yes, please provide the source number).	r single source approved sole or
□ Yes SSJ#	ALL AND	
la. Was the	he request approved for a different project?	
□Yes	s No	
The requ	y/Service being requested: equest is to purchase the customization of a department owned vehicle operations.	e to help perform
	dio and video recording system and digital storage	
 Vide 	deo cameras and installation for the interview section	

Power / electrical outlets for radios, computers and accessories, monitors, AC, and other

Video cameras and installation on the exterior of the van for security of safety

- Forensic examination workspace (table, video monitor, computer housing, network connections)
- Dual computer workstations (table, video monitor, computer housing, network connections)
- Breaching equipment storage
- Suspect seating area
- Interviewer seating area
- Other storage and workspace configuration areas
- 6. Unique features of the supply/service being requested from this supplier.

 An interview/forensic van requires the need to have specialized, high-tech equipment onboard to perform onsite examinations and analysis of digital evidence, to preserve evidence integrity, process other physical evidence, and to record video and audio of suspect interviews while in the field. West Coast Lights and Sirens has an understanding and knowledge base for building custom interiors to house electronic components and computer equipment for Internet Crimes Against Children task force vehicles.
- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: This conversion will facilitate the investigators to capture and process crucial evidentiary items in a timely manner and provide the best evidence for court. This vehicle will save substantial amounts of time and public funds with the ability to process evidence and interview victims, witnesses and suspects in the field. Having the ability to interview and process evidence in the field often results in identifying victims and making timelier arrest to protect the public, especially children.
- 8. Period of Performance: One Time Purchase

Is this an annually renewable contract?	• No	☐ Yes
Is this a fixed-term agreement:	No	Yes (One time purchase)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 19/20	Total
One-time Costs:	\$99,734.54	\$99,734.54
Electronics, equipment, hardware & Installation costs	\$99,734.54	\$99,734.54
Total Costs	\$99,734.54	\$99,734.54

10. Price Reasonableness:

San Diego ICAC has submitted a letter of intent to reimburse the Riverside County District Attorney's Office for the cost of the conversation that was quoted by West Coast Lights and Sirens.

West Coast Lights and Sirens has already engineered and completed CAD drawings for the specs and layout for the installation of the computer system, video and audio equipment, and other digital equipment to properly conduct forensic analysis and interviews in the van.

West Coast Lights and Sirens is a locally owned and operated business in the city of Riverside.

West Coast Lights and Sirens is a Ford Motor Company Qualified Vehicle Modifier (QVM), which means that they have met or exceeded the standards for performing conversions. Being QVM provides quality assurance for their overall workmanship, specifically having an improved working knowledge of Federal Motor Vehicle Safety Standards (FMVSS) and the impact of upfit actions on vehicle safety systems.

11. Projected Board of Superv	risor Date (if applicable):Ma	w 5, 2020
(Draft Form 11s, service agr for Purchasing Agent approx	reement and or quotes must accompa	ny the sole source reque
77	Jared Haringsma, ADA	4/23/2021
Department Head Signature (or designee)	Print Name	Date
The section below is to	be completed by the Purchasing A	gent or designee.
The section below is to Purchasing Department Comme		gent or designee.
		gent or designee. Disapprove
Purchasing Department Comme	nts:	

Not to exceed:	\$99,734.54		
☐ Annual An		/ per fiscal year through each FY)	(date)
Purohasing Agent	him 4/2	7/20 20-11/ Approval Number (Reference on Purchasing Doc	uments)

PROFESSIONAL SERVICE AGREEMENT

for

DISTRICT ATTORNEY VEHICLES EQUIPMENT AND INSTALLATION SERVICES

between

COUNTY OF RIVERSIDE

and

WEST COAST LIGHTS AND SIRENS INC.



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This Agreement, made and entered into this <u>5th</u> day of <u>May</u>, 2020, by and between WEST COAST LIGHTS AND SIRENS INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, for items listed in Exhibit B, Vehicle Equipment and Parts Buildout List, and at the prices stated in Exhibit C, Payment Provisions, to the Agreement.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through the completion of the installation, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed an aggregate amount of ninety-nine thousand seven hundred thirty-five (\$99,735) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase

any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- 3.2 All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County District Attorney's Office 3960 Orange Street Riverside, CA 92501 Attn: Matt Remmers, Bureau Commander

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Vehicle Identification Number ("VIN"), unit—number—and—date—of—delivery—to the CONTRACTOR's facility; quantities; item/service descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- a) The CONTRACTOR (s) shall submit invoices to Riverside County District Attorney-Administration after inspection and acceptance by the COUNTY.
- 3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment via rollover of encumbered funds. If such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

- 4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

- 5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- 5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
 - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
 - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

- 7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. <u>Inspection of Service; Quality Control/Assurance</u>

- All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- 8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. <u>Independent Contractor/Employment Eligibility</u>

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
- CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

- 16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The District Attorney, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County District Attorney 3960 Orange Street Riverside, CA 92501 Attn: Matt Remmers, Bureau Commander

CONTRACTOR

West Coast Lights and Sirens Inc. 601 Columbia Avenue, Unit B Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any

questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

- 21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. <u>Insurance</u>

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

- 23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- 23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- 23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:

V. Manuel Perez. Chairman Board of Supervisors

Dated: MAY 0 5 2020

ATTEST: Kecia R. Harper Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel WEST COAST LIGHTS AND SIRENS, INC.

By: Mame: MITCHEL GONZALEZ

Title: SALES MANAGER

Dated: 4/28/2020

Susanna Oh

Deputy County Counsel

EXHIBIT A SCOPE OF SERVICE

A. CONTRACTOR REQUIREMENTS

- 1. CONTRACTOR shall provide equipment, labor and installation services as ordered by the COUNTY for the customization of a department owned vehicle to perform tactical operations. The CONTRACTOR shall provide product usage reports to satisfactorily support the COUNTY.
 - a. The District Attorney's Office shall have the CONTRACTOR install audio and video cameras and recording systems in a department owned van which will be used for interview and interrogation purposes.
 - b. The CONTRACTOR shall be responsible for providing the product inventory's, manpower resources, and/or production equipment.
- 2. The CONTRACTOR shall customize the existing van to the District Attorney's Office specifications which requires the need to have specialized, high-tech equipment onboard to perform onsite examinations and analysis of digital evidence, to preserve evidence integrity, process other physical evidence and to record video and audio of suspect interviews while in the field.
- 3. Vehicle customizations include, but not limited to:
 - a. Audio and video recording system and digital storage
 - b. Video cameras and installation for the interview section
 - b. Video cameras and installation on the exterior of the van for security of safety
 - c. Power/electrical outlets for radios, computers and accessories, monitors, AC, and other need
 - d. Forensic examination workspace (table, video monitor, computer housing, network connections)
 - e. Breaching equipment storage
 - f. Suspect seating area
 - g. Interviewer seating area
 - h. Other storage and workspace configuration areas
- 4. The COUNTY 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 the District Attorney's Office.
- 6. Pricing will be all inclusive of any vendor vehicle pick-up or delivery fees, should the District Attorney's Office personnel not be able to provide that service.
- 13. **EQUIPMENT:** The COUNTY reserves the right to have equipment/parts installed that are of equal design, form, fit, and function. The COUNTY reserves the right to specify or make changes on equipment for the duration of the Agreement.

- 1. **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 the Riverside County District Attorney's Office 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 the District Attorney's Office and to the Riverside County 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. The District Attorney's Office and Riverside County Purchasing Department has the right to extend the delivery due date if reasons appear to be reasonable, at the sole discretion of the COUNTY. The CONTRACTOR must keep the District Attorney's Office personnel advised at all times of the status of the delay. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes the District Attorney's Office and Riverside County Purchasing Department to purchase the parts, accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting CONTRACTOR.
- 2. EQUIPMENT PICK-UP: The CONTRACTOR shall notify the District Attorney's Office, only after the required equipment has been completely and successfully installed of the previously delivered COUNTY vehicle; and that this vehicle has successfully completed and passed functionality testing of the installed equipment prior to pick-up from the Riverside County District Attorney's Office. A delivery/check-out form, for each vehicle, shall also have been prepared, annotated, and ready for the vehicle pick-up inspection.
- 3. **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.
- 4. ALTERATIONS: Any alterations to the specifications, without the written approval of the District Attorney's Office personnel and the Purchasing Agent, will be considered not compliant and the District Attorney's Office will not pay for any unauthorized services.
- 5. **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 COUNTY shall be obligated to purchase under the Agreement or relieve the CONTRACTOR of the obligation to fill all vehicle installation orders placed by the COUNTY.
 - b. The COUNTY shall NOT guarantee any order of a specific quantity on any vehicle installation, type of vehicle installation, or vehicle strip-out.
 - c. The COUNTY 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 COUNTY reserves the right to assign work to another CONTRACTOR in order to upgrade the van.

- 6. 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. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to 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.
- 7. CONTRACTOR SITE LOCATION SECURITY: CONTRACTOR shall provide site security at their location with no additional charge to the COUNTY. Site security shall be maintained 24 hours a day/365 day a year. All COUNTY vehicles that are in the possession of the CONTRACTOR shall be responsible for any and all damages while they are at the CONTRACTORS site. If any COUNTY vehicle is driven on public roads by the CONTRACTOR, they must have the proper insurance to be provided to the COUNTY and are responsible for any and all damages while in the possession of the CONTRACTOR. COUNTY 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, COUNTY agrees to pay California sales tax to the CONTRACTOR on the labor performed by CONTRACTOR for installing equipment to new County vehicles during the term of this Agreement if the CONTRACTOR's invoice includes such sales tax. CONTRACTOR acknowledges and agrees that the COUNTY 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 COUNTY's written request, CONTRACTOR shall refund the COUNTY any California sales tax that was paid by the COUNTY on labor performed by the CONTRACTOR for installing equipment to County 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 County vehicles entering CONTRACTOR's facility for vehicle-equipment installation, the COUNTY 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 VEHICLE EQUIPMENT AND PARTS

A. Parts Matrix

ITEM	DESCRIPTION	QTY
INSTALLATION	INSTALLATION LABOR FOR MERCEDES VAN	320
JOB MATERIALS	FLIP DOWN SCREEN TO 10" HDMI MONITOR WITH SOUND	1
JOB MATERIALS	FABRICATION OF CEILING ABOVE DRIVER & PASSENGER	1
FABRICATED	FABRICATION OF DESK-INCLUDING FORMICA	1
JOB MATERIALS	DOUBLE MONITOR MOUNT	1
JOB MATERIALS	RB COMPONENTS SPRINTER CREW VAN COMPLETE INTERIOR FINISHING KIG 170" W.B EXTENDED	1 -
JOB MATERIALS	DESK SEATS	2
FABRICATED	FABRICATION TO MAKE SEATS ROTATE & SLIDE INTO DESK INCLUDING SLIDERS AND SWIVEL MOUNT	1
FABRICATED	FABRICATION TO SUPPORT TOP CABINETRY	1
FABRICATED	FABRICATION STANDING DESK ON PASSENGERS SIDE OF VEHICLE-DESK WILL HAVE STORAGE TO HOLD ALL BATTERIES AND ELECTRICAL EQUIPMENT	1
FABRICATED	FABRICATION OF MIDDLE PARTITION WITH DOOR	1
FABRICATED	FABRICATION OF RISER OVER REAR WHEEL WELLS ON DRIVER SIDE TO HOLD CAPTAIN CHAIRS AND TO BE USED AS STORAGE	1
JOB MATERIALS	REAR CAPTAIN CHAIRS	1
JOB MATERIALS	FOLD DOWN TABLE BETWEEN CAPTAIN CHAIRS FOR SCREEN/COMPUTER	1

FABRICATED	FABRICATION OF DIVERSIDE BEACH SEAT FOR INTERVIEWEE -INCLUDING CUSHION -UNDER SEAT STORAGE ON GAS SHOCKS	1
FABRICATED	FABRICATION OF SHIELD HOLDER ON DOORS	1
JOB MATERIALS	CABINETS, LOCKERS, & SHELF FOR BOTH FRONT & REAR OF VAN	1
DU-24-24-18-003	DRAWER UNIT 24X24X18-ALUMINIUM CONSTRUCTION 200LB DRAWER SLIDES	1
SHIPPING	SHIPPING OF CABINETS	1
JOB MATERIALS	HP ELITE DISPLAY E243M-LED MONITOR-FULL HD (1080P) 23.8"	5
JOB MATERIALS	RECORDABLE CAMERA SYSTEM FOR INTERVIEW ROOM	1
8D-AGM	TROJAN 12V, 8D DUAL PURPOSE AGM BATTERY -SECONDARY RV BATTERY IS USED TO ACCOMMODATE THE ADDED POWER OUTPUT IN THE VEHICLE	2
537396	TRIP LITE-810W LINE INTERACTIVE UPS -UNINTERRUPTED POWER SUPPLY WILL BE ADDED TO THE VEHICLE TO ALLOW FURTHER USE OF COMPUTERS AND NECESSARY EQUIPMENT IN CASE OF POWER OUTLET.	1
JOB MATERIALS	TELEADAPT MEDIAHUB, TA-3350, (CABLEORGANIZER.COM)	1
3608099	CUSTOM AC & DC FUSE PANEL	1
3131B	CIRCUIT BREAKER ENCLOSURE	1
41500700	POWERCOMBI BATTERY TEMPERATURE SENSOR	1
77010700	POWERCOMBI REMOTE CONTROL PANEL	1
36212000	POWERCOMBI 12/2000-100 120V	1
091-55-20-120	SUPER AUTO EJECT, 120V AC 20 AMPS	1

JOB MATERIALS	KEY DIGITAL KD-MS8X8	1
5133B	ANL FUSE 300A	1
5005B	ANL FUSE 300A BLOCK	1
7189B	150 AMP BREAKER	2
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1
1045B	4.8 DUAL USB CHARGER, INTELLIGENT DEVICE RECOGNITION ALLOWS RAPID CHARGING OF PHONES, TABLETS, OR OTHER MOBILE DEVICES, SOCKET MOUNT	6
JOB MATERIALS	6FT. DUAL USB A 3.0, PANEL MOUNT CABLE, FEMALE TO MALE, 62-00204-06 (WWW.OCP.COM)	2
SIFM5-1571844657	UNIVERSAL ILS. RED/WHITE DRIVE SIDE BLUE/WHITE PASSENGER SIDE FOR USE WITH SSP	1
FABRICATED	FABRICATION TO MOUNT ILS IN MERCEDES VAN	1
MPS6000U-BR	6-LED LIGHTHEAD, (BLUE/RED) MICROPULSE ULTRA GRILL LIGHTS	4
FHL-CHG	FLASHER, HEADLIGHT, DODGE CHARGER (2006-2015)	1
MPS1220U-BR	RED/BLUE SURFACE MOUNT SIDE BOTH TOP AND BOTTOM REAR LIGHTING	12
SSP2000B	SMART SIREN PLATINUM 2000 100W PROGRAMMABLE SIREN LIGHT CONTROLLER W/NOISE CANCELLING MIC	1
416900-RB	DUAL CORNER LED LIGHT HEAD W/IN LINE FLASHER, RED/BLUE REAR TAILLIGHT	2
9100513	SR SERIES PRO 10" DIFFUSED MOUNTED ON PASSENGER SIDE OF VEHICLE SIDE OF VEHICLE TO LIGHT UP AREA & REAR OF VEHICLE	3
JOB MATERIALS	GROTE DOME LAMP, RECESSED MOUNT, LED ROOF MOUNT LIGHT	5

MS4427-A	530 LUMEN 3" X 6" SURFACE MOUNT RECTANGULAR INTERIOR CARGO LIGHT	6-
JOB MATERIALS	ULTRA-FAB UNIVERSAL ACCESS DOOR 5X5 OPENING	1
JOB MATERIALS	DOMESTIC AUTOMATIC DELUXE FANTASTIC CEILING FAN VENT-8980	2
JOB MATERIALS	12V FANS	3
JOB MATERIALS	ALL POWDER COATING AND METAL	1
JOB MATERIALS	ROOF AIR SYSTEM	1
JOB MATERIALS	MISC. PARTS, WIE, ZIP TIES, CLAMPS, FASTENERS, RELAYS ETCHDMI CONVERTERS -CUSTOM BUILT DECIBEL READER -PANIC BUTTON -EXTERNAL 110V OUTLET	1

EXHIBIT C PAYMENT PROVISIONS

VEHICLE DESCRIPTION	COST
Custom Installation: Mercedes Benz Van:	
Cost for Equipment/Materials:	\$69,411.07
Shipping Costs	250.00
Cost for Installation:	\$24,000.00
California Sales Tax on Equipment/ Materials:	\$6,073.47
Complete Cost	\$99,734.54