

**AGREEMENT FOR EMERGENCY VEHICLE EQUIPMENT REPAIR, SERVICE AND
INSTALLATION SERVICES
[LEHR Auto Electric]**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2024, by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Stommel, Inc., dba LEHR Auto Electric, a California Corporation ("Contractor") (collectively, the "Parties").

RECITALS

City requires the services of a contractor specifically trained and experienced in installation, repair and service of police vehicle equipment, including full installations of emergency equipment on police vehicles, which are outside of services offered by City. Contractor customarily engages in these services as part of its independently-established trade, occupation, and/or business, separately from its work for City. Contractor has the necessary experience in providing these services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.

2. Term. Unless earlier terminated, this Agreement will be effective from the date first above written to June 30, 2026.

3. Compensation. The total fee payable for the Services to be performed will be a not-to-exceed amount of three-hundred thousand dollars (\$300,000): not to exceed one-hundred fifty thousand dollars (\$150,000) for fiscal year 24/25 (July 1 – June 30) and not to exceed one-hundred fifty thousand dollars (\$150,000) for fiscal year 25/26 (July 1 – June 30). Payment will be made pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit "A."

4. Status of Contractor. Contractor will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Contractor or any agent, employee, or contractor of Contractor for work done under this Agreement. The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Contractor.

5. Indemnification. Contractor will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Contractor, any of its subcontractors, anyone directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

6. Insurance. Contractor will obtain and maintain, at its cost and expense, policies of commercial general liability insurance, automobile liability insurance, workers' compensation and employers liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A:VII in an amount of not less than one million dollars (\$1,000,000) each, except for commercial general liability and worker's compensation, unless otherwise authorized and approved by the Risk Manager or the City Manager in consultation with the City Attorney. Commercial general liability will be set at two million dollars (\$2,000,000) and worker's compensation limits, if applicable, will be set at those limits required by the California Labor Code. Contractor will obtain occurrence coverage.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. City, its officers, agents, volunteers and employees will be named as additional insureds on commercial general and automobile liability insurance. Contractor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance for all policies, and endorsements for commercial general liability policies, to City prior to City's execution of this Agreement. The policies shall contain a waiver of subrogation for the benefit of City.

7. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

8. Compliance With Laws. Contractor will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to air pollution control and those prohibiting discrimination and harassment; and will obtain and maintain a City of Brentwood Business License for the term of this Agreement.

9. Claims and Lawsuits. By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Contractor further acknowledges that debarment by another jurisdiction is grounds for the City of Brentwood to terminate this Agreement.

10. Other Contractors. The City reserves the right to employ other contractors in connection with the Services.

11. Pandemic Health Laws. Contractor's duty to comply with Laws includes compliance by Contractor and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

12. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

13. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No.: 925-809-7765
Email: mthompson@brentwoodca.gov
Attn: Lieutenant Michael Thompson

For Contractor:

LEHR Auto Electric
661 Garcia Avenue
Pittsburg, CA 94565
Phone No.: 925-370-2144
Email: mmcgee@lehrauto.com
Attn: Mike McGee

Either party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

14. Assignment. Contractor may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

15. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

16. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor in writing pursuant to the notice provisions of this Agreement. If applicable, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all work product and work in progress prepared by Contractor, whether located at the project, at Contractor's place of business, or at the offices of a subcontractor.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, if applicable Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law will not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or any applicable law.

18. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons

or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

19. Signatures.

19.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

19.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

20. Authority. The individuals executing this Agreement and the instruments referenced in it 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 of this Agreement.

CONTRACTOR:

CITY:

* By: _____
Jim Stommel, President/Secretary

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor will have the ability to supply all labor, materials, supplies, and equipment necessary to perform emergency equipment installations, repairs and maintenance on police vehicles and radios as requested.
2. A "full build" is outfitting a vehicle with light bar, siren control box, in car mobile camera system, police radio, MOS (Mobile Data System) computer, prisoner partition, molded prisoner back seat, push bumper, radar unit, additional lighting in headlights, tail lamps, reverse lights and mirrors and any other emergency equipment identified at the start of the build.
3. Each full build emergency vehicle installation will be completed as requested within two weeks of the date of delivery.
4. The total full build installation price per patrol vehicle will be based on time and material with an estimate to be provided in writing before work commences. Strip-out rate will be \$125/hour, outfit rate will be \$125/hour, and roundtrip transportation of vehicle will be \$250.
5. Invoices for services will be mailed to the City and will be due and payable within thirty days of the invoice date.
6. Any item determined to not meet contract specifications may be returned for corrections and repairs at no cost to City.
7. All warranties existing on parts placed on police vehicles will be utilized if the part is determined to be defective.
8. Contractor shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.