

AGREEMENT TO FURNISH PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 7th day of May 2002, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Ultra-Safe Security Specialists, a California corporation, (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the City and Ultra-Safe Security Specialists agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City retains Consultant to design and install a security system at the Redlands Municipal Airport ("Airport") and perform professional services associated with the maintenance of that Security System (collectively, the "Services") at said Airport.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide high quality Services to City at the level of competency presently maintained by other practicing professional consultants in the industry who provide similar types of services.

ARTICLE 2 - RESPONSIBILITIES OF CONSULTANT

- 2.1 The specific services which Consultant shall perform are more particularly described in Exhibit "A," the Consultant's proposal to City dated April 15, 2002 which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant hereby agrees to abide by all applicable Federal, State and local rules, laws and regulations in the performance of this agreement including but not limited to all applicable Labor Code and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City will make provision for Consultant to enter upon City's Airport and other City-owned properties, as required by Consultant, to perform its Services.
- 3.2 City shall provide to Consultant information relative to the communications system of City, including information on the electrical, telephone, cable, network and other components of the communication facilities.
- 3.3 City shall provide to Consultant electrical and telephone services at locations mutually agreed to by Consultant and City at the Airport.

- 3.4 City shall use its best efforts to reasonably support and assist Consultant, and render decisions in a timely manner pertaining to the design and installation of the security system at the Airport.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a diligent manner and in accordance with the schedule set forth in Exhibit "B." Time is expressly made "of the essence" in connection with Consultant's provision of Services under this Agreement.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 Consultant shall be compensated on a time and materials basis at the rate described in Exhibit "C." The compensation to Consultant for the performance of the Services shall not exceed One Hundred Four Thousand Five Hundred and Eighteen (\$104,518) Dollars.
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, who performed the Services, and any reimbursable costs to which Consultant may be entitled, including backup documentation. Payments by City to Consultant shall be made within 30 days after City's receipt and approval of Consultant's invoice, by warrant payable to Consultant.
- 5.3 All notices shall be given in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City

Tom T. Fujiwara
Assistant Public Works Director
City of Redlands
PO Box 3005
Redlands CA 92373

Consultant

Patrick A. Boyd, Vice President
Ultra-Safe Security Specialists
P.O. Box 530
Norco CA 92860-0530

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Consultant for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance within fifteen (15) days of execution of this Agreement, or prior to commencement of work, whichever occurs first.

6.2 Workers' Compensation and Employer's Liability

A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.

B. Consultant expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Hold Harmless and Indemnification. Consultant shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Consultant, its officer, agents and employees in performing the Services required by this Agreement.

6.4 Assignment. Consultant is expressly prohibited from subletting or assigning any of the

services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Consultant will add the subcontractor as an additional insured and provide the City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

- 6.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.
- 6.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made. Certificate of liability insurance and endorsement shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.
- 6.7 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. The City shall be named as an additional insured and a certificate of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.
- 7.2 Consultant shall not assign any of the Services required by this Agreement, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.

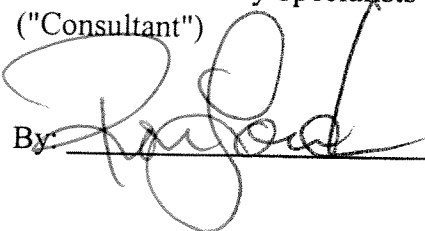
- 7.3 Consultant's key personnel for the Project shall be Ron Lander. Consultant agrees that Mr. Lander shall not be replaced without the prior consent of City.
- 7.4 Consultant and City agree that Consultant is for all purposes under this Agreement an independent contractor with respect to services provided pursuant to this Agreement and not an employee of the City. All personnel employed or retained by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Consultant shall supply all tools and instrumentalities required by it to perform the Services described in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
- 7.5 Nothing in this Agreement shall give Consultant authority with respect to any City decision beyond the Services described herein.
- 7.6 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 7.7 This Agreement may be terminated by City, without cause, by providing five (5) days prior written notice to Consultant.
- 7.8 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services affected, and (2) maintain installed equipment, materials and facilities in place and deliver materials, previously paid for by the City, as may have been accumulated by Consultant in performing the Services required by this Agreement.
- 7.9 Consultant shall maintain books and accounts of all payroll costs and all expenses associated with its performance of the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.10 This Agreement, including the exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties as to the subject matter described herein, and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City Council of City and signed by City and Consultant.
- 7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

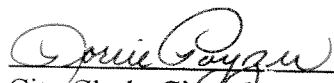
City of Redlands
("City")

By: 
Karl N. Haws, Mayor

Ultra-Safe Security Specialists
("Consultant")

By: 

ATTEST:


City Clerk, City of Redlands

MAY 7, 2002

DETAILED DESCRIPTION OF SERVICES

EXHIBIT "A"

Design and install a comprehensive Security and Surveillance System to protect the assets of the Redlands Municipal Airport as more particularly described in the proposal to the City dated April 5, 2002. The System includes the installation of access controls at the gates, an access gate and security surveillance equipment at strategic locations at the Airport. The System will allow the monitoring of the Airport continually by select City staff. Additionally, it will provide needed information to the investigators and prosecutors to help capture and convict offenders of their crime.

The following is a list of items to be installed and services to be provided to effect the Security and Surveillance System at Redlands Municipal Airport:

1. Two computers, monitors, software and related components for the Security and Surveillance System.
2. Four (4) wired color cameras, each in weather resistant housing, and all necessary cables, wires, conduits, mounting poles and appurtenances for their installation and operation.
3. Ten (10) wireless color cameras, each in weather resistant housing, with transmitters and all necessary cables, wires, conduits, mounting poles and appurtenances for their installation and operation.
4. Ten (10) receivers and all necessary cables, wires, conduits, mounting poles and appurtenances for their installation and operation.
5. Three (3) Infrared Illuminators.
6. One DataBridge 5.8 Ghz Wireless ethernet system installed between the Airport and the Redlands Police Department.
7. Access Control System and all necessary cables, wires, conduits, mounting poles and appurtenances for its installation and operation for two (2) gates, which includes 500 access cards.
8. Dial-up connection to the Redlands Police Department Safety hall dispatch center and all locking / releasing equipment.
9. One (1) Mechanical Combination Lock and all necessary appurtenances for its installation and operation.
10. Install one (1) new chain link gate with motor and replace one (1) gate motor at the east gate.
11. Staff training session to train select personnel on the operation of the Security and Surveillance System.
12. Extended warranty service for all components of video system and access control system for five (5) years.
13. Fifteen (15) months WWAN Communications access/services. (Based on a five (5) year agreement rate)
14. Fifteen (15) months alarm monitoring.

The City of Redlands is to provide a standard telephone service line to the airport lobby equipment room and electrical service at select locations to effect the Security and Surveillance System. If the Wireless databridge is unable to be used for this application (as determined through a site survey), the City will provide a DSL or frame relay line(s) between the airport and Safety Hall.

EXHIBIT “B”

Work Schedule for the Installation of Security System at Redlands Municipal Airport:

The total time required to install the proposed security system at the Redlands Municipal Airport is 30 working days.

EXHIBIT "C"

Hourly Rate Schedule for Ultra-Safe Security Specialists:

The hourly rate schedule is \$125.00 per hour for all services. All materials will be charged at cost plus 30 percent markup.