

## **AGREEMENT FOR VIDEO SURVEILLANCE EQUIPMENT AND INSTALLATION**

This agreement for the provision of video surveillance equipment and installation services ("Agreement") is made and entered into this 21st day of April, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Leverage Information Systems ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

### **ARTICLE 1 - ENGAGEMENT OF CONTRACTOR**

- 1.1 City hereby retains Contractor to perform video surveillance system installation at locations specified by City's Police Department (the "Services").
- 1.2 Contractor and its subcontractors shall possess all appropriate State contractors' licenses required for the performance of the Services, and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

### **ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR**

- 2.1 The specific Services which Contractor shall perform are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, and the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to perform the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776

regarding payroll records maintenance, certifications, retention and inspection.

- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Contractor shall guarantee the Services against defective materials or workmanship for a period of (1) year from the date of City's issuance of a Notice of Completion for the Services, except where longer warranty periods are specifically provided by manufacturer of equipment installed in connection with the provision of the Services. During the (1) one year warranty period, should Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by City, it is agreed that City may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by Contractor or his surety.

All work which has been rejected by City, shall be remedied, or removed and replaced by the Contractor at its own expense. Any defective material or workmanship which may be discovered before final acceptance of the Services or within (1) one year from the completion date specified in the Notice of Completion, shall be corrected immediately by Contractor at its own expense notwithstanding that such defects may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is Contractor's responsibility to deliver at the time of final acceptance a completed project that complies in all details with this Agreement.

City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of Contractor prior to subsequent work being performed. However, City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of City to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, Contractor and its surety shall reimburse City for costs reasonably incurred while attending the situation.

### ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Contractor shall commence the Services upon City's delivery to Contractor of a written "Notice to Proceed."
- 3.2 Contractor shall complete the Services within fourteen (14) calendar days from and after the date of the City's issuance to Contractor of the Notice to Proceed.

#### ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 City shall pay Contractor the sum of Nineteen Thousand Six Hundred Eighteen Dollars (\$19,618) as complete compensation for the Services. Payment shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice.
- 4.2 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

City:  
Chris Catren, Commander  
Redlands Police Department  
30 Cajon Street  
PO Box 1025 (mailing)  
Redlands, CA 92373

Contractor:  
Terry Woodruff, EVP  
18815 – 139<sup>th</sup> Ave NE, Suite B  
Woodinville, WA 98072

#### ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 Insurance required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 5.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "B," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 5.3 Contractor shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance, with carriers acceptable to City, with 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. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting

modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.

- 5.4 Contractor shall secure and maintain in force throughout its performance of the Services business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used for the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.5 Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, and its officers, employees and agents, in performing the Services.
- 5.6 Contractor is expressly prohibited from assigning any of the work associated with the Services without the prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

#### ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 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 recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 6.2 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Contractor in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with respect to the performance of the Services and not an employee of City. All personnel employed by Contractor to perform the Services are for its account only, and in no event shall Contractor 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. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.

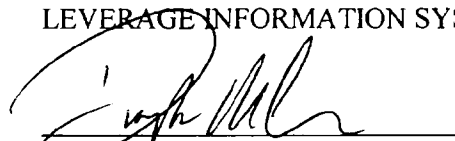
- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Project by City.
- 6.5 City may terminate this Agreement for any reason, at any time at its sole discretion, upon two (2) calendar days prior written notice to Contractor.
- 6.6 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.7 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.8 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 City and Contractor have signed in confirmation of this Agreement.

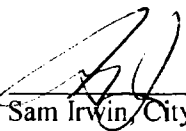
CITY OF REDLANDS

By   
Paul W. Foster, Mayor

LEVERAGE INFORMATION SYSTEMS

  
Douglas M Chesler, President

ATTEST:

  
Sam Irwin, City Clerk

## **EXHIBIT "A"**

### **Scope of Services**

Leverage will add new surveillance equipment at Panorama Point and integrate it into the existing Redlands city wide surveillance system consisting of Indigovision core components. A PTZ camera will be installed to provide situational awareness of the Panorama Point area, specifically to mitigate vandalism and loitering.

This proposal also includes two equipment options at the Panorama Point location: Audio Speaker & IR Breakbeam for intrusion alarm.

#### **Citibank Roof:**

1. Install (1) Ubiquiti Airfiber-24 radio on the roof of Citibank on the existing antenna structure.
  - a. PoE power the radio using an injector to be located within an existing NEMA
  - b. CAT5/6 cable from the radio to the existing Cisco switch located in the Citibank Maintenance Room.
  - c. Aim the radio antenna to the Panorama Point location.

#### **Panorama Point Light Pole:**

1. Install (1) Ubiquiti Airfiber-24 radio & Bosch PTZ Camera (analog) on the existing light pole.
  - a. Install Indigovision Encoder within a new NEMA Enclosure. Power with new 24VAC transformer.
    - i. Connect the PTZ camera to the Encoder to using Coax & 22/4 cable (video and RS232 PTZ Control).
  - b. Power PTZ camera with 24VAC transformer.
  - c. PoE power the radio using an injector to be located within the new NEMA
  - d. CAT5/6 cable from the radio to the encoder.
  - e. Aim the radio antenna to the Citibank location.
  - f. Configure Encoder. Add camera to the existing Indigovision database and NVR for recording.

#### **Audio Speaker:**

1. Install audio loudspeaker on the Panorama Point Lightpole. Connect Loudspeaker to the Encoder. Power Loudspeaker with -24VDC power supply to be located with NEMA.

#### **Breakbeam Alarm:**

1. Install a Breakbeam sensor on the Panorama Point Lightpole. Locate 3 to 4 feet from the ground.
  - a. Power Breakbeam with existing 24VAC power
  - b. Connect existing 24VDC power to the Breakbeam Sensor "COM" input. Connect the sensor "NO" output to the Encoder Binary Input.
  - c. Configure the Indigovision database to alarm on Breakbeam intrusions daily from 7pm to 5am.
  - d. Install reflective plate on existing fence across the street – 50ft.

## EXHIBIT "B"

### WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

#### CHECK ONE

   I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

   I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LEVERAGE INFORMATION SYSTEMS

Date: 4/21/15

By: 