

ITEM 4.11

CITY MANAGER'S REPORT JANUARY 08, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**

RECOMMENDATION: **Adopt a Resolution Ratifying the Service Agreement with ICU Technologies, Inc. and Approve Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems**

SUMMARY:

City Council approved the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance Systems on April 8, 2019. The purpose of the CIP is to use the surveillance system to proactively identify crime as it occurs in the City enhancing citizen safety as well as act as deterrent to crime. Having this infrastructure in place gives officers an immediate tool to investigate and solve the crimes they respond to, making it an invaluable tool.

Staff identified four (4) intersections that require the camera surveillance system to be installed, therefore staff requested ICU Technologies, Inc. to provide an estimate for four (4) point, tilt, zoom (PTZ) and four (4) multi-sensor cameras to be installed at the remaining four (4) intersections. ICU Technologies, Inc. presented an estimate of \$87,569.97 that is equal to the prices of their GSA contract

To save on expenses related to installation, staff is coordinating the installation of the surveillance cameras with installation on the traffic signals for CIP PS 23-01 Citywide Traffic Systems & Safety Upgrades. City Manager signed approval of the service agreement with ICU Technologies for the purchase, installation and commissioning of cameras for the CIP GG 19-07 so the equipment would arrive while installation is still commencing for CIP PS 23-01 and installation can coordinate for both CIP's at the same time. The City Manager approved the order of equipment in an effort to expedite delays due to the shipping time, and supply and demand chain.

Staff is requesting City Council ratify the service agreement with ICU Technologies, Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 for CIP GG 19-07 Citywide Surveillance Systems. There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses. The additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07.

RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**BACKGROUND:**

CIP GG19-07 Citywide Surveillance Systems approved by City Council April 2019, has continued to create an integral asset utilized by the Lathrop Police Department to proactively identify crimes as it occurs and investigate crimes that have already occurred. Implementing surveillance cameras at intersections throughout the City has improved civilian safety by acting as a deterrent to criminal activities as officers are able to view the surveillance cameras from their patrol vehicles. This allows for quicker response and easier coordination of the officers. Safety of the officers has also improved as the officers are able to view the situation that they are responding to and better able to prepare to difficult situations. If the situation escalates then the dispatcher is able to communicate effectively to the responding officer and request for additional assistance if necessary.

Staff identified four (4) intersections that require the camera surveillance system to be installed, therefore staff requested ICU Technologies, Inc. to provide an estimate for four (4) point, tilt, zoom (PTZ) and four (4) multi-sensor cameras to be installed at the remaining four (4) intersections. To save on expenses related to installation, staff is coordinating the installation of the surveillance cameras with installation on the traffic signals for CIP PS 23-01 Citywide Traffic Systems & Safety Upgrades. City Manager signed approval of the service agreement with ICU Technologies for the purchase, installation and commissioning of cameras for the CIP GG 19-07 so the equipment would arrive while installation is still commencing for CIP PS 23-01 and installation can coordinate for both CIP's at the same time. The City Manager approved the order of equipment in an effort to expedite delays due to the shipping time, and supply and demand chain.

ICU Technologies, Inc. currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software. This program, administered by the United States Government, provides government agencies with discounted pricing schedules, and establishes purchasing contracts with vendors through a competitive bidding process. The GSA's competitive bidding process is in conformance with the Office of Procurement, Department of General Services of the State of California exemption as described in the Lathrop Municipal Code (LMC) Section 2.36.110. Furthermore, ICU has provided and installed other camera surveillance systems at numerous City facilities. Therefore, pursuant to LMC 2.36.110 the services and purchase of materials is equal to that of the GSA contract and exempt from bidding.

Staff is requesting City Council ratify the service agreement with ICU Technologies, Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 for CIP GG 19-07 Citywide Surveillance Systems. There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses. The additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07.

RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

REASON FOR RECOMMENDATION:

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 19-07 Citywide Surveillance System represents an effort to utilize technology to deter crimes, expedite crime solving, and proactively monitor activities to enhance crime prevention and citizens’ safety.

FISCAL IMPACT:

There is not sufficient funds available in CIP GG 19-07 to cover the cost and installation of a camera surveillance systems procured through ICU Technologies, Inc. and the additional purchases for the network infrastructure required to implement the camera surveillance systems. Staff recommends a budget amendment of \$100,000 to transfer from Measure C Fund 1060 to cover the cost of the camera surveillance system. Staff is requesting Council approve the below budget amendment to increase the budget for CIP GG 19-07.

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$100,000
<u>Increase Transfer In</u>		
3010-9900-393-00	GG 19-07	\$100,000
<u>Increase Appropriation</u>		
3010-8000-430-37-00	GG 19-07	\$100,000

ATTACHMENTS:

- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide and Install Camera Surveillance Systems and Approve Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems
- B. Agreement with ICU Technologies, Inc. for the Purchase, Installation and Commissioning of Additional Pivot Tilt Zoom (PTZ) and Multi-Sensor Cameras for CIP GG 19-07 Citywide Surveillance System

CITY MANAGER'S REPORT: JANUARY 08, 2024 **PAGE 4**
RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC
AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE
SURVEILLANCE SYSTEMS

APPROVALS:



Tony Fernandes
Information Systems Director

1-2-2024
Date



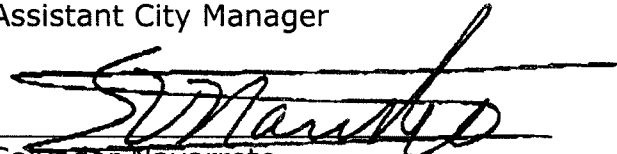
Cari James
Finance Director

1/2/2024
Date



Michael King
Assistant City Manager

1-2-2024
Date



Salvador Navarrete
City Attorney

1-2-2024
Date



Stephen J. Salvatore
City Manager

1/3/24
Date

RESOLUTION NO. 24 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

WHEREAS, City Council approved the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance Systems on April 8, 2019; and

WHEREAS, The purpose of the CIP is to use the surveillance system to proactively identify crime as it occurs in the City enhancing citizen safety as well as act as deterrent to crime; and

WHEREAS, Having this infrastructure in place gives officers an immediate tool to investigate and solve the crimes they respond to, making it an invaluable tool; and

WHEREAS, Staff identified four (4) intersections that require the camera surveillance system to be installed; and

WHEREAS ICU Technologies, Inc. presented an estimate of \$87,569.97 that is equal to the prices of their GSA contract no. 47QSWA18D003K; and

WHEREAS, pursuant to Lathrop Municipal Code (LMC), 2.36.110 (B) allows the City to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts; and

WHEREAS, to save on installation expenses the City Manager signed a service contract in the amount of \$87,859.97; and

WHEREAS, the additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07

WHEREAS, There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the service contract with ICU Technologies Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 and approve the budget adjustment for CIP GG 19-07 Citywide Surveillance Systems.

The foregoing resolution was passed and adopted this 8th day of January 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP AGREEMENT BETWEEN THE CITY OF LATHROP
AND ICU TECHNOLOGIES, INC.
FOR THE PURCHASE, INSTALLATION AND COMMISSIONING OF
ADDITIONAL PIVOT TILT MOUNT (PTZ) AND MULTI-SENSOR
CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM**

THIS AGREEMENT, dated for convenience this 10 day of December 2023, is by and made and entered into by and between ICU TECHNOLOGIES, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the installation, configuration, and commissioning of multi-sensor cameras as required by this agreement; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Services as hereinafter defined, on the following terms and conditions;

WHEREAS, the purchase from the CONSULTANT is exempt from the CITY'S standard bidding procedure pursuant to Lathrop Municipal Code (LMC) 2.36.110, as the CONSULTANT holds GSA Contract number 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software and pricing is pursuant to that contract.

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform the deployment, configuration, and commissioning of PTZ and multi-sensor cameras in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$87,569.97** as described in Exhibit "A".

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term.

This agreement shall become effective on the signature date of the Department Head and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

(7) **Assignment of Personnel.**

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Tommy Smith**
CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) **Assignment and Subcontracting.**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) **Insurance.**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) **Workers' Compensation.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability

form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, it officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

(11) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination.

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430
FAX: (209) 941-7449

To Consultant: ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Phone: (559) 280-9333
Fax: (559) 892-1142

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(18) Notice to Proceed.

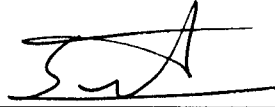
Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

Approved as to Form: City of Lathrop
City Attorney



12-14-2023

Salvador Navarrete

Date

Recommended By: Director of Information Systems

DocuSigned by:



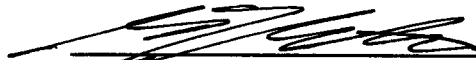
12/12/2023

Tony Fernandes
Information Systems Director

Date

Approved By: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution # _____



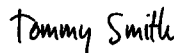
12-20-23

Stephen J. Salvatore
City Manager

Date

CONSULTANT: ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Fed ID #:
Business License #:

DocuSigned by:



12/12/2023

Signature

Date

Tommy Smith

CEO

Print Name

Title



ICU Technologies Inc.

1382 Blue Oaks Blvd, Suite 110
 Roseville, CA 95678
 +1 5304887200
 orders@icu-techinc.com
 www.icu-techinc.com

ADDRESS
 Tony Fernandes
 City of Lathrop
 390 Towne Centre Dr
 Lathrop, CA 95330
 United States

SHIP TO
 Tony Fernandes
 City of Lathrop
 390 Towne Centre Dr
 Lathrop, CA 95330 USA

ESTIMATE 2022-2653
 DATE 12/01/2023
 EXPIRATION 01/31/2024
 DATE

PROJECT NAME
 Video for Four Intersections

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
OLM	ICU-MISC-GSA Video Solution including one PTZ camera & 1 Multi-Sensor Camera for the following four intersections - River Islands & Delosso, River Islands & Summerton, In-N-Out & Starbucks, Delosso & Lakeside	0		0.00
334220	2.0C-H4IRPTZ-DP30-WP 2MP H4 IR PTZ, with Wiper 30X, Self-learning analytics, IK10, IP66, 250m IR	4	3,178.98	12,715.92T
	32C-H5A-4MH Avigilon 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	4	2,233.17	8,932.68T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	8	256.37	2,050.96T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	8	2,552.60	20,420.80T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	4	315.41	1,261.64T
OLM	H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	4	162.00	648.00T
OLM	H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	4	129.60	518.40T
334220	H4-MT-POLE1 Pole mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	8	81.15	649.20T
OLM	ICU-MISC-GSA Avigilon POE-INJ2-95W-NA	4	335.00	1,340.00T
OLM	ICU-MISC-GSA Microchip PD-9512GC/AC-US	4	2,402.91	9,611.64T
OLM	ICU-MISC-GSA Avigilon IRPTZ-MNT-WALL1	8	76.95	615.60T
OLM	ICU-MISC-GSA IRPTZ-MNT-NPTA1	4	76.95	307.80T

OLM	ICU-MISC-GSA NavePoint 1 U Plastic Rack Mount Horizontal Cable Manager Duct Raceway for 19 inch Server rack	4	67.847	271.39T
OLM	ICU-MISC-GSA Monoprice CAT6A Ethernet Patch Cable - 3 Feet - Red Snagless RJ45 550Mhz UTP Pure Bare Copper Wire 10G 30AWG 10 Pack - SlimRun Series	4	80.457	321.83T
OLM	ICU-MISC-GSA Monoprice CAT6A Ethernet Patch Cable - 3 Feet - Blue Snagless RJ45 550Mhz UTP Pure Bare Copper Wire 10G 30AWG 10 Pack - SlimRun Series	4	80.457	321.83T
OLM	ICU-MISC-GSA NavePoint Universal Rack Tray Vented Shelves - 1U Black 14 Inches	4	67.847	271.39T
OLM	ICU-MISC-GSA Centropower PoE CAT6 Extender Gigabit Ethernet Waterproof Outdoor PoE Extender Single Port Signal Extender	8	149.50	1,196.00T
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	1,430.00	1,430.00T
541330L	ICU-Project Lead Project Lead-Manage and set schedule, coordinate with others, communicate system status.	96	161.54	15,507.84
541330L	ICU-Project Manager Project Manager-Manages and supervises personnel including technicians and ancillary support staff involved in all aspects of project activity, organizes and assigns responsibilities to subordinates, and oversees the successful completion of all assigned tasks on security information technology projects.	8	195.80	1,566.40

Subtotal:
79,959.32

N/A	GSA-IFF	79,959.31	0.007556	604.17
N/A	ICU-SHIPPING Freight to customer location	1	950.00	950.00
OLM	ICU-MISC-GSA Roundtrip Mileage - ICU HQ to project site - 1 Truck - 81 miles each direction x 6 trips 972 Total Miles.	972	0.57	554.04

Estimate Notes:

1. DIB# 1000064856
2. Email Order to orders@icu-technic.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	82,067.53
TAX	5,502.44
TOTAL	\$87,569.97

Accepted By

Accepted Date

**PAGE LEFT
INTENTIONALLY
BLANK**