



## LIVINGSTON COUNTY PURCHASING

304 E. Grand River Avenue, Suite 204

Howell, MI 48843

Telephone: (517) 540-8740

FAX: (517) 546-7266

April 13, 2015

Cruisers, Inc.  
988 Rickett Road  
Brighton, MI 48116

ATTN: Keith Wallaker, President

### RE: EMERGENCY VEHICLE LIGHTING/EQUIPMENT SERVICE & MAINTENANCE RENEWAL

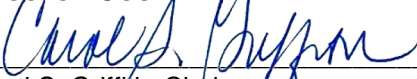
Dear Mr. Wallaker:

Per the conditions of the Emergency Vehicle Lighting/Equipment, Service & Maintenance Service Agreement between Livingston County and Cruisers, Inc. for the Service & Maintenance of Emergency Vehicle Lighting/Equipment that was entered into on July 28, 2014, Livingston County by this letter is extending the terms of the Agreement by one (1) additional year until June 30, 2016, per ITEM #20: AGREEMENT PERIOD AND TERMINATION.

For record-keeping purposes for both the County and Cruisers, Inc., we are requesting that this letter be signed by an entrusted representative of Cruisers, Inc., confirming receipt of this letter and agrees to continue to provide the services required by this Agreement pursuant to the terms and conditions contained therein to June 30, 2016. When signed, return this letter to Livingston County Purchasing, 304 East Grand River, Suite 204, Howell, Michigan 48843. A fully executed copy will be returned to you.

If you have any questions or concerns, please do not hesitate to contact Elizabeth Young at Livingston County Purchasing at the address noted above or by calling (517) 540-8740.

#### FOR LIVINGSTON COUNTY:

By:   
Carol S. Griffith, Chairman  
County Board of Commissioners

4/23/15  
Date

#### FOR CRUISERS, INC.:

By:   
Signature

4-14-15  
Date

Name: KEITH WALLAKER

Title: PRESIDENT  
(Print)

RESOLUTION

NO: 2014-06-203

LIVINGSTON COUNTY

DATE: June 25, 2014

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**RESOLUTION AUTHORIZING A CONTRACT FOR EMERGENCY VEHICLE LIGHTING/  
EQUIPMENT, SERVICE AND MAINTENANCE FOR THE SHERIFF DEPARTMENT – SHERIFF  
DEPARTMENT / PUBLIC SAFETY / FINANCE / FULL BOARD**

**WHEREAS,** The Sheriff Department has identified a need for a contract for Emergency Vehicle Lighting/ Equipment, Service and Maintenance; and

**WHEREAS,** in compliance with the Livingston County Purchasing Policy and in working with the Purchasing Department a competitive bid process was performed in which two (2) responsive proposals were returned and reviewed by a committee consisting of staff from the Sheriff Department, L.E.T.S. and the Purchasing Department; and

**WHEREAS,** the two (2) respondents' reference checks were performed. During the review process, a clear leader emerged as who to contract for Emergency Vehicle Lighting/Equipment, Service and Maintenance services, Cruisers Corp, of Brighton, MI; and

**WHEREAS,** the cost will not exceed \$70,110.50 annually for the new builds (9 total Vehicle) and has been budgeted and planned for within the 2014 Sheriff Department budget; and

**WHEREAS,** the Sheriff Department is requesting a contract with Cruisers Corporation, for period of one (1) year from July 1, 2014 –June 30, 2015 with the option for an additional one (1) year extension through June 30,2016.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a contract with Cruiser's Corporation, of Brighton, MI, for a period of one year beginning July 1, 2014 and ending June 30, 2015 with an option for an additional renewal year, for Emergency Vehicle Lighting/Equipment, Service and Maintenance per the attached pricing sheet with the annual cost of the contract not to exceed \$70,110.50.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:** Commissioner Domas

**SECONDED:** Commissioner Dolan

**CARRIED:** 7-0-2 absent



**LIVINGSTON COUNTY SHERIFF DEPARTMENT**  
**150 S. Highlander Way**  
**Howell, Michigan 48843-2323**

**(517) 546-2400**

**MEMORANDUM**

**DATE: 6-17-14**

**TO: Board of Commissioners**

**FROM: Lt. Eric J. Sanborn**

**RE: Contract for Emergency Vehicle Lighting, Service and Maintenance**

Attached for your consideration and approval is a resolution for a contract for Emergency Vehicle Lighting, Service and Maintenance.

Per the purchasing police we did an RFP, in which we received two (2) responsive proposals. The committee which consisted of the Sheriff Department, L.E.T.S. and purchasing reviewed the bids and evaluated the respondents. They were scored on the criteria of References, experience, attention to the RFP, location, warranty and pricing.

During the evaluation, it became apparent that Cruisers of Brighton, MI was the vendor that met all of our expectations and needs. Cruisers Corp was actually slight less in overall costs, as well as their experience, references and warranty. In addition to the other aspects, Cruisers is a local company in Livingston County. Not only does that keep economic dollars in Livingston County, it is advantageous for service and ability to have carpool assist in the pick-up and drop off of vehicles. It keeps vehicles on the road and gets them back out there much more efficiently. See attached price sheet.

These services have been included in the 2014 FY budget for the Sheriff Department. We have 9 vehicles that need to be built as soon as the contract can be approved.

Please do not hesitate to contact me should you have any questions.

Lt. Eric J. Sanborn Ext7903

## Emergency Lighting & Equipment

### RFP # LC-14-08

	Cruiser's	Priority One
Completed Signature Page	Yes	Yes
References Provided	Yes	Yes
Company History	Yes	No
Completed Questionnaire	Yes	Yes
Completed PA 517	Yes	Yes
(1) Slick -top Chevy Tahoe	\$8,346.50	\$8,589.54
(6) fully-marked Chevy Tahoes	\$52,539.00	\$53,796.48
(1) fully-marked Chevy Caprice	\$6,958.00	\$7,061.08
(1) Chevy 1-ton Van	\$2,267.00	\$1,415.67
	<b>\$70,110.50</b>	<b>\$70,862.77</b>

Comments:

Alternate parts proposed



# EMERGENCY VEHICLE LIGHTING / EQUIPMENT SERVICE AND MAINTENANCE AGREEMENT



THIS AGREEMENT, made and entered into this 28th day of JULY, 2014, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CRUISERS, INC.**, with offices at 988 Rickett Rd., Brighton, MI 48116 (hereinafter referred to as the "Contractor").

## WITNESSETH:

**WHEREAS**, The County in REQUEST FOR PROPOSALS (RFP) RFP-LC-14-08 EMERGENCY LIGHTING AND EQUIPMENT FOR COUNTY VEHICLES (hereinafter referred to as the "RFP") has solicited proposals from qualified and experienced vendors to provide emergency lighting and equipment decommission and new installation of vehicles for the Livingston County Sheriff's Department; and

**WHEREAS**, the Contractor has submitted a proposal to the County to provide emergency vehicle lighting/equipment, service and maintenance for the Livingston County Sheriff's Department; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**1. SERVICES TO BE PERFORMED BY THE CONTRACTOR AND THE COUNTY'S RESPONSIBILITIES.** The emergency vehicle lighting/equipment, service and maintenance the Contractor shall provide the County shall be as set forth in the attached Exhibit A, Scope of Services, which includes the following:

- A. (1) Slick-top 2013 Chevy Tahoe Patrol Vehicle, Attachment A1 Pricing Sheet, page 15 of the RFP as completed in the Contractor's Proposal.
- B. Fully marked 2013(1)/2014(5) Chevy Tahoe Patrol Vehicle, Attachment B1 Pricing Sheet, page 16 of the RFP as completed in the Contractor's Proposal.
- C. (1) Fully Marked 2013 Chevy Caprice Patrol Vehicle, Attachment C1 Pricing Sheet, page 17 of the RFP as completed in the Contractor's Proposal.
- D. (1) 2015 Chevy 1 Ton Van Vehicle, Attachment D1 Pricing Sheet, page 18 of the RFP as completed in the Contractor's Proposal.

The attached Exhibit A, Scope of Services, is incorporated by reference into this Agreement and made a part thereof. Other services may be added as needed to this Agreement. Changes or additions to services may only be made with the prior written approval of the Livingston County Purchasing Department.

**2. OUTFITTING FLEET VEHICLES.** Contractor shall supply all additional hardware required to in the Scope of Services. All mounting hardware, cables, nuts, screws, bolts etc., shall be supplied by the vendor. All new installations shall have new, proper gauge wiring for the transferred or installed electrical

components in the new vehicles. All connections shall be properly crimped and soldered and sealed with heat shrink. All electrical equipment shall be protected with NEW proper amperage in-line fuses, and circuit breakers as close to the battery as possible.

All existing/used equipment utilized during the outfitting of vehicles shall be cleaned prior to installation; including but not limited to: keyboards, radio faceplates, video monitors, etc. Existing equipment shall be used whenever possible. All installation work must document/list all existing/used equipment for each vehicle. Contractor shall provide credit on its invoice to the County for the unit price listed on the Scope of Services for any and all existing/used items utilized to outfit each vehicle.

All services shall be performed in accordance with best industry practices and all parts installed shall be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice shall clearly state this fact and prior approval by the County's Contract Administrator or designee is required. The Contractor shall return or provide inspection of all replaced parts. Service/parts guarantees and warranties shall be stated therein.

**3. PICK-UP AND DELIVERY.** Contractor shall at no cost to the County provide pick-up and delivery service for County vehicles. All vehicles shall be picked up at the Livingston County Sheriff's Department and delivered back to the Livingston County Sheriff's Department when the work is completed. Only properly licensed personnel shall be allowed to operate/drive County vehicles. The Contractor and its personnel shall not operate/drive County vehicles for any purpose other than to fulfill the services required by this Agreement. Contractor shall be responsible and liable for damage to County vehicles during pick-up and delivery caused by the fault and/or negligence of the Contractor and/or its employees or contractors.

Vehicle pick-ups and deliveries will be scheduled by Livingston County Contract Administrator. All equipment and installation will be function checked by a representative of the Livingston County Sheriff's Department prior to acceptance. As determined by the County, if any installation technique is found to be unacceptable, defective or substandard or any piece of equipment is unacceptable, defective or substandard, the vehicle will be refused, and picked-up by the installer for repair or modification at no additional cost.

The Contractor shall have 10 business days (holidays and weekends excluded ) from the day a vehicle is picked up to complete the work and return the vehicle. Any vehicles rejected by the County for unacceptable, defective or substandard installation or equipment shall be corrected and returned by the Contractor within 2 business days. Any deviation from this timeline must be approved in writing by the Livingston County Sheriff's Department.

**4. RETURN OF SURPLUS PARTS.** All surplus parts removed from a Livingston County vehicle are the property of Livingston County and shall be returned to the County. Items which can be reinstalled into a new installation shall be clearly noted on all documents. This includes, but is not limited to: all factory installed items replaced with after-market products, factory furnished seats, seat and shoulder belts, door panels, locking mechanisms, door hardware, etc. Surplus items must be included in the vehicle upon delivery of the vehicle to the County. All items returned must be noted on the invoice for verification by County. The Livingston County Contract Administrator shall approve surplus parts to be reinstalled into new vehicles. Each vehicle may vary, and will be handled on a vehicle by vehicle basis.

**5. REPLACEMENT PARTS.** All replacement parts shall be new, Original Equipment Manufacturer (hereinafter referred to as the "OEM") or a National Brand, no re-boxed, rebuilt, or remanufactured parts to be used without prior approval from the County.

**6. WARRANTY.** The Contractor warrants that it has good and merchantable title to the goods sold herein and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of merchantable quality and fit for the known purposes for which it is sold and are new and unused. Contractor and County agree that when an order is placed, it does not exclude, or in any way limit, other warranties provided for in this Agreement or by law.

- A. The County shall not be charged restocking fees or other applicable charges.
- B. The Contractor shall pursue manufacturer’s warranty on behalf of the County.

The Contractor shall warrant all workmanship performed for 2 years from date of performance. The Contractor shall also warrant all new parts for the manufacturer’s standard warranty. The Contractor also warrants that the services it is required to provide under this Agreement shall be performed by skilled and competent personnel to the highest professional standards. All warranties required in this Agreement shall survive the Agreement’s termination.

**7. COMPENSATION.** The compensation that the County shall pay the Contractor for the performance of all the services required by this Agreement shall not exceed \$70,110.50. The cost for the services required by this agreement shall be consistent with the prices set forth below:

(1) Slick -top Chevy Tahoe: .....	\$8,346.50
(6) Fully-marked Chevy Tahoes: .....	\$52,539.00
(1) Fully-marked Chevy Caprice: .....	\$6,958.00
(1) Chevy 1-ton Van: .....	<u>\$2,267.00</u>
Total: .....	<u>\$70,110.50</u>

The Contractor shall submit invoices and a fully itemized summary report of all procedures performed with each completed vehicles. Invoices, reports and supporting documents shall be delivered in person or via mail to:

**DOUG BRITZ - DIRECTOR**  
**LIVINGSTON COUNTY CAR POOL**  
3950 W. Grand River Ave.  
Howell, MI 48855

All installation work must document/list all existing/used equipment for each vehicle. Contractor shall provide credit on its invoice to the County for the unit price listed on the Scope of Services for any and all existing/used items utilized to outfit each vehicle. Incidental charges for things such as shop supplies, rags, miscellaneous nuts, bolts, charges for making out the work orders, etc., are not authorized. Submitted invoices must show the exact date and number of hours spent to perform each service and show net prices.

All properly billed amounts shall be processed and paid by the County pursuant to the County’s procedure for processing and payment of Accounts Payable. No payment shall be made on any invoice submitted for a vehicle until such time as the vehicle is accepted by the County.

The County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt.

**8. SECURITY AND SAFETY.** The Contractor shall provide security for the serviced vehicles in such a manner and geographic location that will preclude their exposure to any incidents of theft, vandalism, conversion, etc. Further, all vehicles must, at a minimum, be stored in a lighted enclosed area that will preclude exposure of County vehicles to any incidents of theft, vandalism, burglary, conversion, etc.

**9. REPORTS.** Contractor shall, upon request, furnish the County's Purchasing Department with a written report of the total dollar volume of business. Such reports are to be submitted within fifteen (15) days of request. Contractor, and all of the Contractor 's personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under this Agreement. All information, reports and listings requested shall be provided free of charge.

**10. COMPLIANCE WITH THE LAW AND EQUAL EMPLOYMENT OPPORTUNITY.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing and/or certification requirements of persons to provide services under this Agreement.
- B. The Contractor and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual 's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this subsection shall be regarded as a material breach of this Agreement.

The Contractor shall post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

**11. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**12. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants, agents and assigns of the Contractor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. To the extent permitted by law, the Contractor retains all rights as an employer to hire, promote, demote, transfer, or terminate any of its employees. If Contractor transfers or terminates any of the employees assigned to perform the services required by this Agreement, the Contractor shall replace that employee with another qualified employee.

**13. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, and the County 's elected and appointed officers, employees, and agents from all claims, damages (including but not limited to direct, indirect,



incidental, consequential, special and punitive damages), costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence on behalf of the Contractor, or any of the Contractor 's officers, employees, or agents or its subcontractors or sub-subcontractors, or any of their officers, employees or agents, that may arise out of this Agreement.

The Contractor 's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, the County 's officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor.

**14. FORCE MAJEURE EVENTS.** Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party 's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party.

**15. INSURANCE.** The Contractor shall procure and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance companies acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker 's Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors also carry Worker's Compensation Insurance with Employer 's Liability Insurance Coverage, as required by law.
- B. The Contractor shall be responsible for insuring all its tools and equipment and all materials that it may use in the performance of its obligations under this Agreement. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.
- C. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000.00 per occurrence and aggregate for Property Damage. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or equivalent; if not in policy proper.
- D. Garage Liability Insurance of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and Garagekeeper's Liability of \$50,000 per vehicle regardless of whether this coverage is written on a per location or per vehicle basis.
- E. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- F. The County of Livingston shall be listed as "Additional Insured" on the Contractor's Commercial General Liability Insurance, Garage Liability and Motor Vehicle Liability Insurance. These insurance coverages shall be primary to the Additional Insured and not contributing with any other insurance or

similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

- G. Cancellation Notice - All insurances described above shall include an endorsement stating the following:

“It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County Purchasing, Attention: Jana Daroczy, 304 E. Grand River, Suite 204, Howell, Michigan 48843.”

- H. Proof of Insurance - The Contractor must submit to the County's Purchasing Department Certificate(s) of Insurance evidencing its possession of the insurance coverages required by this Section XV upon this Agreement being fully signed by the authorized representatives of both the County and the Contractor. The Certificates of Insurance may be faxed to (517) 546-7266 addressed to the County's Purchasing Department.
- I. If any of the above insurance coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to Livingston County Purchasing at least ten (10) days prior to the expiration date.

**16. WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**17. AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**18. ASSIGNMENT.** The Contractor shall not assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the County. In no case, however, shall such approval relieve the Contractor from its obligations, or alter the terms under this Agreement.

**19. SUBCONTRACTING.** The Contractor shall not use any subcontractors without prior notice to and the consent of the County.

**20. AGREEMENT PERIOD AND TERMINATION.** This Agreement shall commence on the date the Agreement has been fully signed by the authorized representatives of both the County and the Contractor (hereinafter the "Execution Date") and unless terminated as authorized in the second paragraph of this Section XX shall continue until **June 30, 2015**, at which time this Agreement shall terminate unless extended as authorized in this Agreement. The County shall, at its discretion, have the option to extend the term of this Agreement by 1 additional year. To exercise the option the County shall notify the Contractor in writing prior to the end of the initial term.

Time and convenience of the County is of the essence. Repetitive substantiated complaints of delays, inefficient operating procedures, poor service and/or incorrect billings may be grounds for termination of this Agreement in whole or in part. The procedure and circumstances under which this Agreement may be terminated prior to the end of the Agreement's term shall be as follows:

- A. The County may terminate this Agreement at any time, upon prior written notice to the Contractor in the event that the Contractor's services are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Agreement.
- B. Either the County or the Contractor may terminate this Agreement without cause by giving the other party notice of termination not less than sixty (60) days prior to the effective date of termination.

**21. CONTRACTING WITH OTHERS.** It is expressly understood and agreed that either the County or the Contractor shall be free to contract with others to receive or to perform services similar to those to be provided under this Agreement.

**22. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**23. COMPLETE AGREEMENT.** This Agreement, the attached Exhibits and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**24. BINDING EFFECT OF THE AGREEMENT.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

**25. THIRD-PARTY BENEFICIARIES.** This Agreement is enforceable only by the County and Contractor and their successors in interest by virtue of an assignment that is not prohibited under the terms of this Agreement. No other person may enforce any of the terms contained in this Agreement, nor is this Agreement intended to confer third-party beneficiary status on any third person.

**26. SURVIVAL CLAUSE.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

**27. INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**28. NOTICES.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by first class mail to:

THE COUNTY:	THE CONTRACTOR:
<b>LT. ERIC SANBORN</b> LIVINGSTON COUNTY SHERIFF'S DEPT. 150 S. Highlander Way Howell MI 48843	<b>KEITH WALKER – PRESIDENT</b> CRUISERS, INC. 988 Rickett Road Brighton MI 48116


**29. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THIS EMERGENCY VEHICLE LIGHTING/EQUIPMENT, SERVICE AND MAINTENANCE AGREEMENT HAVE SIGNED THIS AGREEMENT ON THE DATE APPEARING NEXT TO THEIR SIGNATURE AND THIS AGREEMENT HAS BEEN FULLY EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

**CRUISERS, INC.**

BY:   
**CAROL S. GRIFFITH - CHAIRWOMAN**  
**COUNTY BOARD OF COMMISSIONERS**  
 Dated: 8-4-14

BY:   
 Name: KEITH WALLACE  
(Print or Type)  
 Title: PRESIDENT  
(Print or Type)  
 Dated: 7.28.14

APPROVED AS TO FORM FOR  
 COUNTY OF LIVINGSTON:  
**COHL, STOKER & TOSKEY, P.C.**  
 By: MATTIS D. NORDEJORD  
 On: July 16, 2014

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**(1) Slick-top 2013 Chevy Tahoe Patrol Vehicle**

**BILL OF MATERIAL**

QUANTITY	PART NUMBER	MANUFACTURER	DESCRIPTION
<i>2 SETS</i>	<i>#12345</i>	<i>Code 3 (EXAMPLE)</i>	<i>Headlight Flasher</i>
1	ETHTAH0-07+	Sound Off	Headlight Flasher/Tailight Flasher
2	EGHST5J	Sound Off	Recessed Hatch LED Lights
1	HB915W	Code 3	Front Corner - White LED
1	HB915R	Code 3	Rear Corner- Red LED
1	CC-TMC-16	Troy	Angled Center Console
1	AC-INBHG	Troy	Dual Beverage Holder for Center Console
1	CM-TMC7-SA LED	Troy	Computer Laptop Mount
1	AC-ARM-PED-90	Troy	Adjustable Armrest for Center Console
1 set	MBPS07JJ	Whelen	Red/Blue Sideview Mirror LEDs
1	LE0560	DeeZee	Push Bumper
1	MNT035Y	Cruisers	Radar Dash Bracket
1	LCK032Y	Cruisers	Dual Vertical Gun Rack (Regular Key)
1	ETULT12W	SoundOff	Rear Cargo LED
1	CG-X	Havis	Charge Guard Timer Unit Model CG-X
1	TP FS SS TROY 1	Troy	Slide & Lock Officer Protection Barrier
1	KP-THBF11-SS	Troy	Lower 3 piece Kick Panel
1	TP-Rear-ST	Troy	Rear Cago Partition
1	C3100TH	Code 3	Siren Speaker and Bracket
1	Z3	Code 3	Light and Siren Controler
1	Supervisor SV555 TH-2W	Code 3	Internal Windshield LED
2	XT4RB	Code 3	Grill Lights Red/Blue
2	EGHST1J	Sound Off	Rear Spoiler LED
2	XT6RB	Code 3	Quarter Window LED
2	XT6LBKT	Code 3	Bracket Quarter Window LED
1 set	GRD004Y	Cruisers	Rear Window Guards
1	AP-CG-Q-SW-22-BL	Antenna Plus	Antenna Tri Band
1	MLPV 800 806-960	Tessco	Low profile Antenna
1	MBD-TESMD	Tessco	Antenna Cables

*Reference: Attachment A1 Pricing Sheet*

**BILL OF MATERIAL**

QUANTITY	PART NUMBER	MANUFACTURER	DESCRIPTION
<i>2 SETS</i>	<i>#12345</i>	<i>Code 3 (EXAMPLE)</i>	<i>Headlight Flasher</i>
1	ETHTAH0-07+	Sound Off	Headlight Flasher/Tailight Flasher
2	EGHST5J	Sound Off	Recessed Hatch LED Lights
1	HB915W	Code 3	Front Corner - White LED
1	HB915R	Code 3	Rear Corner - Red LED
1	CC-TMC-16	Troy	Angled Center Console with floor
1	AC-INBHG	Troy	Dual Beverage Holder for Center Console
1	CM-TMC7-SA LED	Troy	Computer Laptop Mount
1	AC-ARM-PED-90	Troy	Adjustable Armrest for Center Console
1 set	MBPS07JJ	Whelen	Red/Blue Sideview Mirror LEDs
1	LE0560	DeeZee	Push Bumper
1	MNT035Y	Cruisers	Radar Dash Bracket
1	LCK032Y	Cruisers	Dual Vertical Gun Rack (Regular Key)
1	ETULT12W	SoundOff	Rear Cargo LED
1	CG-X	Havis	Charge Guard Timer Unit Model CG-X
1	TP FS SS TROY 1	Troy	Slide & Lock Officer Protection Barrier
1	KP-THBF11-SS	Troy	Lower 3 piece Kick Panel
1	TP-Rear-ST	Troy	Rear Cago Partition
1	C3100TH	Code 3	Siren Speaker and Bracket
1	Z3	Code 3	Light and Siren Controler
1	21TRPLA4	Code 3 Torus	LED Lightbar
2	XT4RB	Code 3	Grill Lights Red/Blue
2	EGHST1J	Sound Off	Rear Spoiler LED
2	XT6RB	Code 3	Quarter Window LED
2	XT6LBKT	Code 3	Bracket Quarter Window LED
1 set	GRD004Y	Cruisers	Rear Window -Guards
1	AP-CG-Q-SW-22- BL	Antenna Plus	Antenna Tri Band
1	MLPV 800 806- 960	Tessco	Low profile Antenna
1	MBD-TESMD	Tessco	Antenna Cables

*Reference: Attachment B1 Pricing Sheet*

(1) FULLY MARKED 2013 Chevy Chevy Caprice Patrol Vehicle

ATTACHMENT C1

BILL OF MATERIAL			
QUANTITY	PART NUMBER	MANUFACTURER	DESCRIPTION
2 SETS	#12345	Code 3 (EXAMPLE)	Headlight Flasher
1	ETHFSS- CP	Sound Off	Headlight Flasher/Tailight Flasher
1 set	HB915W	Code 3	Front Corner Strobe - White
1 set	HB915R	Code 3	Rear Corner Strobe - Red
1	MIC010Y	Cruisers	Single Magnetic Microphone
1	AC-BH(s) 95	Troy	Single Beverage Holder
1	AC-ARM-PED-90	Troy	Adjustable Armrest for Center Console
1	C-HDM-154	Havis	Laptop Caprice Floor Base
1	MBCC11JJ	Whelen	Red/Blue Sideview Mirror LED
1	AC-TRAY-FS	Troy	Full Electronic Trunk Assembly
1	LE0460	DeeZee	Push Bumper
1	LCK032Y	Cruisers	Dual Vertical Gun Rack (Regular Key)
1	CG-X	Havis	Charge Guard Timer Unit - Model CG-X
1	TP-US-SS-TROY1	Troy	Slide & Lock Officer Protection Barrier
1	PCM006A	Cruisers	Prisoner Seat
1	KP-CAP-11-SS	Troy	3 piece lower Panel
1	Z3	Code 3	Light and Siren Controller
1	21TRPLA4	Code 3 Torus	LED Lightbar
1 set	GRD0036Y	Cruisers	Rear Window Guards
1	AP-CG-Q-SW-22-BL	Antenna Plus	Tri Band Antenna
1	MLPV 800 806-960	Tessco	Low profile Antenna
1	MBD-TES MD	Tessco	Antenna Cables

Reference: Attachment C1 Pricing Sheet

BILL OF MATERIAL			
QUANTITY	PART NUMBER	MANUFACTURER	DESCRIPTION
<i>2 SETS</i>	<i>#12345</i>	<i>Code 3 (EXAMPLE)</i>	<i>Headlight Flasher</i>
1 set	ETHFSS-SP	Sound Off	Headlight Flasher
1 set	ETFBSSN-P	Sound Off	Tail light Flasher
1	C-DVS-18000-SAV	Havis	Console
1	C-HDM-139	Havis	Floor Plate
1	CG-X	Havis	Charge Guard Timer Unit - Model CG-X
1	AP-CG-Q-SW-22-BL	Antenna Plus	Tri Band Antenna
1	MLPV 800 806-960	Tessco	Low Profile Antenna
1	MBD-TESMD	Tessco	Antenna Cables
		Install Existing Vector Light Bar, control box and siren; police radio and existing computer mount	LCSD

*Reference: Attachment D1 Pricing Sheet*