



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

PROCUREMENT AGREEMENT

Agreement Number P-22-074

February 25, 2022

LC Action Police Supply
1088 N First St
San Jose, CA 95112

The County of Fresno (County) hereby contracts with LC Action Police Supply (Contractor) to provide law enforcement equipment and supplies in accordance with the text of this agreement, and the Attachment "A".

TERM: This Agreement shall become effective April 1, 2022 and shall remain in effect through March 31, 2025.

EXTENSION: This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by various County Departments under this contract.

PRICES: Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of Nine Hundred Fifty-Seven Thousand Five Hundred Dollars (\$957,500.00).

ADDITIONAL ITEMS: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

333 W. Pontiac Way, Clovis, CA 93612 / (559) 600-7110

** The County of Fresno is an Equal Employment Opportunity Employer **

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INVOICING: An itemized invoice shall be sent to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Sheriff's Department at sheriff.payables@fresnosheriff.org**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County. **Certificates of Insurance are to include the contract number at the top of the first page.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

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matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A"); (2) Attachment "A".

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Please acknowledge your acceptance by returning **all pages** of this Agreement to my office via email.

Please refer any inquiries in this matter to Crystal Nino, Purchasing Technician, at 559-600-7113 or cnino@fresnocountyca.gov.

FOR THE COUNTY OF FRESNO

Gary E. Cornuelle
Purchasing Manager
333 W. Pontiac Way
Clovis, CA 93612

GEC:cn

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CONTRACTOR TO COMPLETE:

Company: _____

Type of Entity:

- Individual
- Sole Proprietorship
- Corporation
- Limited Liability Company
- Limited Liability Partnership
- General Partnership

Address City State Zip

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Print Name & Title: _____ Print Name & Title: _____

Signature: _____ Signature: _____

ACCOUNTING USE ONLY

ORG No.: 31112413, 28620400, 34300600
 Account No.: 7385
 Requisition No.: 3111227281, 8602200167, 3430220212

(09/2021)

	Item Description	Quantity	Manufacturer	Part Number	Alternative Manufacturer	Alternative Part Number	Extension Pricing
	AEROSOL						
1.	MK-3 OC Pepper Spray 1.47 oz	325	Defense Technology	5039			\$ 11.81
2.	MK-6 OC Pepper Spray .68 oz	75	Defense Technology	5069			\$ 13.68
3.	MK-9 5.5% Pepper Mace Fogger, 13.4 oz	90	Defense Technology	9005			\$ 50.40
4.	Deftec Mk9 Fogger .7 OC HV 13.4oz # 1012555	90	Defense Technology	1012555			\$ 51.95
5.	Sabre Cell Buster Mk9 960050-W hose and wand 15oz Fogger	50	Sabre	960050-W			\$ 130.50
6.	Deftec # 3035 MK-3 1.6oz oc spray CONE	300	Defense Technology	3035			\$ 13.45
7.	MK-3 OC Pepper Gel	100	First Defense 1.3%	56531			\$ 15.25
	DUTY GEAR						
8.	Belt, Duty, Black w/Velcro SM- Large 2 1/4"	480	Dutyman	5021U			\$ 45.06
9.	Belt, Duty, Black w/Velcro XL-2XL 2 1/4"	100	Dutyman	5021U			\$ 52.50
10.	Belt, Duty, Nylon, Black w/Velcro	100	Bianchi	7200			\$ 35.54
11.	Belt, 2 1/4" Basket Weave Leather Velcro System Duty Belt - Size: 3XL-4XL	100	Dutyman	5021			\$ 54.03
12.	Belt, 1 1/2" Basket Weave Leather Velcro System Belt SM-Large	329	Dutyman	5121U			\$ 21.56
13.	Belt, 1 1/2" Basket Weave Leather Velcro System Belt XL-2XL	85	Dutyman	5121U			\$ 25.87
14.	Nylon Belt Keeper	230	Bianchi	7406			\$ 9.33
15.	Handcuff Pouch, Double 1 Snap	60	Bianchi	7300			\$ 19.27
16.	Cuff Case, Double, Cordura Nylon	85	Uncle Mike's	8857-1			\$ 14.62
17.	Handcuff Case	100	Uncle Mike's	8857-1			\$ 14.62
18.	Tactical Handcuff Key – Long	100	Zak	ZT 14			\$ 5.95
19.	Mace Holder, Open-top, MK-4	85	Protech	TP13-M-YK			\$ 20.31
20.	Mace Case MK VI	60	Gould & Goodrich	B149	Triplek	271	\$ 20.47
21.	Mace Holder, Velcro, Black Basket Weave	180	Dutyman	3621V			\$ 18.68
22.	OC Holder MK-3	100	Dutyman	3621V			\$ 18.68
23.	PTA-TP Combo Exp/Btn/Flashlt 1000D Blk	60	Protech	TP14A-M-YK			\$ 22.23
24.	PTA-TP Dual Handcuff 1000D Blk	60	Protech	TP17A-M-YK			\$ 22.23
25.	PTA-TP-UJSL Radio 1000D Blk	60	Protech	TP21-M-YK			\$ 29.41
26.	PTA-TP SGL 37/40MM LL 1000D Blk	60	Protech	TP12-M-YK			\$ 20.58
27.	PTA-TP-8X8 Utility 1000D Blk	60	Protech	TP-19-M-YK			\$ 29.41
28.	Key Strap, Black BW w/Black Snap	134	Gould & Goodrich	B122W			\$ 10.38
29.	Flashlight Holder D Cell BW Hidden Snap	50	Dutyman	3021H			\$ 7.93
30.	Mini Maglite BW Flashlight Holder	40	Triplek	327			\$ 9.95
31.	Radio Holder - AccuMold Elite Basket Weave	100	Bianchi	7914S			\$ 41.56
32.	Double Mag Pouch	85	Uncle Mike's	8836-1			\$ 17.35
33.	Cuff Case Single-Rounded B/W, Velcro Closure	180	Dutyman	8121V			\$ 20.00
34.	Key Flat, Blk, B/W Brass	134	Aker	A560-BW			\$ 18.75
35.	Flashlight Holder 2" BLK, B/W	150	Bianchi	7926			\$ 12.66
	HOLSTERS						
36.	Safariland QLS 19 Quick Locking Fork	85	Safariland	6004-19-2			\$ 10.65
37.	Safariland QLS 22 Quick Receiver Plates	75	Safariland	6004-22-2			\$ 13.75

	Item Description	Quantity	Manufacturer	Part Number	Alternative Manufacturer	Alternative Part Number	Extension Pricing
38.	Safariland SLIMLINE Triple magazine pouch B/W	242	Safariland	777-383-48PBL			\$ 30.93
39.	Holster, Tactical Leg, w/ M3 Light, Right	30	Safariland	6004-2832-121			\$ 146.78
40.	Safariland RHBW ALS Holster + LIGHT M+P 45	100	Safariland	6360-4192-481			\$ 113.65
41.	Quick Locking System Kit QLS19 &22	30	Safariland	QUICK-KIT3			\$ 27.10
42.	Injection Molded Belt Loop	30	Safariland	567BL			\$ 11.95
	RESTRAINTS						
43.	Sit Belt XL SB- 100	100	RIPP	RISB-100			\$ 16.25
44.	Hobble H-100	385	RIPP	RIH-100			\$ 16.25
45.	Bite Mask	50	RIPP	RIPM-100			\$ 10.00
46.	Handcuffs, Link	250	Peerless	700N			\$ 23.56
47.	Leg Irons, Nickel	65	Peerless	703N			\$ 40.31
48.	Flex Cuffs, double, white, 100pk	10	Safariland	SF8220-3-10B			\$ 198.88
49.	Handcuffs, Hinged	250	Peerless	801			\$ 33.18
	MISCELLANEOUS						
50.	Earphone, Lapel Microphone, compatible w/ Kenwood TK3202 radios	35	Earphone Connection	EP1301			\$ 46.11
51.	Laerdal Pocket CPR MASK w/1 way valve filter gloves wipe	180	Laerdal	82001133			\$ 21.95
52.	Friction Lock Baton, Detective Series 26"	60	Monadnock	2526			\$ 103.00
53.	Autolock Baton, 26"	120	Monadnock	9121 or 9146			\$ 134.37
54.	Baton Holder 26" 360 Degree, Black Basket Weave	180	Monadnock	3627			\$ 27.81
55.	CPR Microshield, Orange Pouch	30	MDI	70-150			\$ 13.95
56.	Flashlight	60	SureFire	8NX000	SureFire	G2X	\$ 62.12
57.	Flashlight, Mini Maglite, Black	60	Maglite	M2A016			\$ 18.95
58.	Flashlight Stinger DS LED HL	100	Streamlight	75458			\$ 160.26
59.	Flashlight Holder	100	Bianchi	7926			\$ 12.66
60.	Spit Sock Hood	50	NIK	ZZ18	5 pack	8330-0-2C	\$ 39.03
61.	QuikClot Combat Gauze LE Z-Fold	350	0%		North American Rescue	30-0039	\$ 40.87
62.	Friction Lock Baton Detective Series 21"	60	Monadnock	2521			\$ 81.75
	TEST KITS						
63.	Test U, Methamphetamine and amphetamine (Box of 10 tests)	59	NIK	6087			\$ 24.66
64.	Test E, Marijuana (Box of 10 tests)	30	NIK	6075			\$ 24.66
	SERT SUPPLIES						
65.	#25 Distraction Device 4gram reload Training (24/case)	25	CTS	7290T			\$ 48.45
66.	Exact Impact Rounds, Sponge Round	25	CTS	4557			\$ 22.99
	SWAT SUPPLIES						
67.	12-Gram Low Roll™ Non-Reloadable Distraction Device®	100	Defense Technology	Model 8902NR	CTS	7290	\$ 45.75
68.	11-Gram Low Roll II™ Non-Reloadable Distraction Device®	100	Defense Technology	Model 8922	CTS	7290	\$ 45.75
69.	eXact iImpact™ 40 mm Sponge Round	100	Defense Technology	Model 6325	CTS	4557	\$ 22.99
70.	eXact iImpact™ LE 40 mm Extended Range Sponge Round	100	Defense Technology	Model 6325LE	CTS	4557HV	\$ 23.75
71.	Ferret® 40 mm Liquid Barricade Round, CS	100	Defense Technology	Model 1262	CTS	4330	\$ 26.00
72.	Spede-Heat™ Continuous Discharge Chemical Grenade, CS	100	Defense Technology	Model 1072	CTS	5230	\$ 32.31

	Item Description	Quantity	Manufacturer	Part Number	Alternative Manufacturer	Alternative Part Number	Extension Pricing
73.	Pocket Tactical Grenade, CS	100	Defense Technology	Model 1016	CTS	8230	\$ 24.43
74.	Riot Control Continuous Discharge Grenade, CS	100	Defense Technology	Model 1082	CTS	6230	\$ 30.25
75.	Military-Style Green Smoke Grenade	100	Defense Technology	Model 1065	CTS	6210G	\$ 43.55
76.	Military-Style Red Smoke Grenade	100	Defense Technology	Model 1067	CTS	6210R	\$ 43.55
77.	Military-Style Blue Smoke Grenade	100	Defense Technology	Model 1064	CTS	6210B	\$ 43.55