

# CITY CLERK ORIGINAL

C-10285  
09/22/2015

## LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND EMERGENCY VEHICLE GROUP, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *22* day of *September*, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Emergency Vehicle Group, Inc., a Nevada corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

### RECITALS

- A. On October 1, 2014, under the Houston-Galveston Area Council ("H-GAC"), the H-GAC entered into a contract with Contractor to purchase the goods and services described in the Ambulance, EMS & Other Special Service Vehicles Contract, Contract No. AM10-14, which is attached hereto as Exhibit A. The Ambulance, EMS & Other Special Service Vehicles Contract permits its cooperative use by other governmental agencies including the City. The Ambulance, EMS & Other Special Service Vehicles Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 1, 2014, until the date the contract expires on September 30, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original

contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond September 30, 2016. The period of this Agreement therefore is the period from the Effective Date of this Agreement until September 30, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred nine thousand fifty-eight dollars and twenty-three cents (\$209,058.23).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Wayne Smith  
6829 N. 58<sup>th</sup> Dr.  
Glendale, AZ 85301  
623-930-4411

and

Travis B. Grinstead  
c/o Emergency Vehicle Group, Inc.  
2883 E. Coronado St.  
Anaheim, CA 92806  
714-238-0110

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

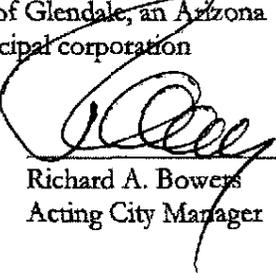
“City”

“Contractor”

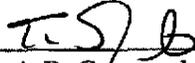
City of Glendale, an Arizona  
municipal corporation

Emergency Vehicle Group, Inc.,  
a Nevada corporation

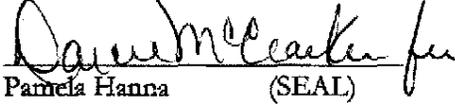
By:

  
Richard A. Bowers  
Acting City Manager

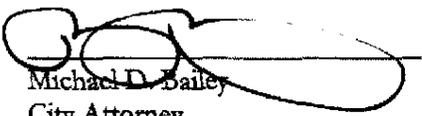
By:

  
Name: Travis B. Grinstead  
Title: President and Co-Founder

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT A**

Ambulance, EMS & Other Special Service Vehicle Contract, Contract No. AM10-14

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
WHEELED COACH INDUSTRIES, INC.  
Winter Park, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Wheeled Coach Industries, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 2737 North Forsyth Road, Winter Park, Florida 32792.

**ARTICLE 1:****SCOPE OF SERVICES**

The parties have entered into an Ambulances, EMS & Other Special Service Vehicles Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Ambulances, EMS & Other Special Service Vehicles offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Ambulances, EMS & Other Special Service Vehicles through the H-GAC Contract to END USERS in states other than Texas.

**ARTICLE 2:****THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: AM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: AM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:****LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:****APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:****INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:****END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgment is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term offered and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder,

CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

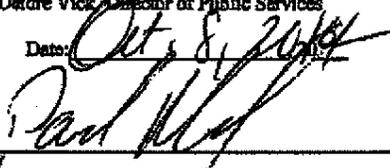
  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Debra Vick, Director of Public Services

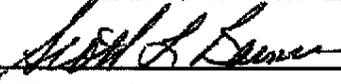
Date: Oct 8, 2014

Signed for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Paul Holzappel, Sales Operations Director

Date: September 8 20 14

Attest for Wheeled Coach Industries, Inc.  
Winter Park, Florida:

  
\_\_\_\_\_  
Scott Barnes, Vice President

Date: September 8 20 14

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT B  
Rate Sheet**

Attachment A  
Wheeled Coach Industries, Inc.  
Ambulances, EMS & Other Special Service Vehicles  
Contract No.: AM10-14

Wheeled Coach		All 2014 Chassis
<b>A. Ambulance</b>		
HHA01	Type I Custom Series, Ford F-350 DRW	\$ 116,500.00
HHA02	Type I Custom Series, Ford F-450 DRW	\$ 129,710.00
HHA03	Type I Custom Series, RAM 3500, Cummins Diesel DRW	\$ 112,812.00
HHA04	Type I Custom Series, RAM 4500, Cummins Diesel DRW	\$ 134,434.00
HHA05	Type I CitiMedic, Ford F-350 DRW	\$ 110,302.00
HHA06	Type I CitiMedic, Chevrolet 3500 Diesel DRW	\$ 106,253.00
HHA07	Type I CitiMedic, RAM 3500, Cummins Diesel DRW	\$ 106,656.00
HHA08	Type I Custom Series, Chevrolet CK3500	\$ 112,392.00
HHA09	Type I Custom Series, Ford F-350 DRW Generator Powered	\$ 142,066.00
HHA10	Type I Custom Series, Ford F-450 DRW Generator Powered	\$ 153,678.00
HHA11	Type II Crusader Plus, Ford E-350 SRW	\$ 60,982.00
HHA12	Type II, Transit, Ford	\$ 74,628.00
HHA13	Type II Crusader Plus, Chevrolet G-30 SRW	\$ 68,067.00
HHA14	Type II, Dodge Van	\$ 75,276.00
HHA15	Type II Sprinter Plus	\$ 74,559.00
HHA16	Type III Custom Series, Ford E-350 DRW	\$ 107,286.00
HHA17	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G3500	\$ 114,149.00
HHA18	Type III Custom Series, Chevrolet Cutaway Diesel DRW - G4500	\$ 119,771.00
HHA19	Type III Custom Series, Ford E-450 DRW	\$ 112,196.00
HHA20	Type III, Sprinter Series	\$ 113,740.00
HHA21	Type VII CitiMedic, Ford E-350 DRW	\$ 96,194.00
HHA22	Type VII CitiMedic, Chevrolet Cutaway Diesel DRW	\$ 104,518.00
HHA23	Type IX, MAV Terra Star	\$ 141,639.00
HHA24	Type IX, MAV, International 4300, Diesel DRW	\$ 161,297.00
HHA25	Type IX, MAV, Freightliner M2, Diesel DRW	\$ 155,102.00
HHA26	Type IX, MAV, Ford F-650	\$ 150,842.00
<b>E. Remounts (See Section B, p. 8 Items 17-18 for specifics regarding "Remount" pricing)</b>		
HHE01	Remount only - Type I	\$ 24,750.00
HHE02	Remount only - Type III	\$ 24,750.00
HHE03	Remount only - Medium Duty	\$ 25,850.00
HHE04	Remount on chassis - Ford F-350 Type I	\$ 65,511.00
HHE05	Remount on chassis - Ford F-450 Type I	\$ 68,419.00
HHE06	Remount on chassis - Ford E-350 Type III	\$ 56,229.00
HHE07	Remount on chassis - Ford E-450 Type III	\$ 58,541.00
HHE08	Remount on chassis - Chevrolet C3500 Type I	\$ 63,214.00
HHE09	Remount on chassis - Chevrolet G3500 Type III	\$ 64,565.00
HHE10	Remount on chassis - Chevrolet G4500 Type III	\$ 66,903.00
HHE11	Remount on chassis - RAM 3500 Type I	\$ 61,434.00
HHE12	Remount on chassis - RAM 4500 Type I	\$ 64,891.00
HHE13	Remount on chassis - International 4300 Type I	\$ 101,123.00
HHE14	Remount on chassis - Terra Star Type I	\$ 82,225.00
HHE15	Remount on chassis - Freightliner M2 Type I	\$ 101,123.00

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT C  
Scope of Work**

**PROJECT**

City will purchase a new vehicle from Emergency Vehicle Group to replace the damaged truck that has been deemed unrepairable by equipment management and recommended for replacement.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EMERGENCY VEHICLE GROUP, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Article 19 of the original Contract #AM 10-14.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$209,058.23.

**DETAILED PROJECT COMPENSATION**

The City is retaining Emergency Vehicle Group, Inc., for the purchase of one (1) Wheeled Coach 9170 Ambulance on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis.



July 15, 2015

Glendale Fire Department  
Deputy Chief Wayne Smith  
8557 North 78th Street  
Glendale AZ 85345

Re: Wheeled Coach HGAC Compliance

Dear Chief Smith,

The work order and drawings for the Wheeled Coach Industries ambulance offered through Emergency Vehicle Group, Inc. for the Glendale Fire Department to purchase complies with all H-GAC (Houston-Galveston Area Council) guidelines.

The ambulance proposed is a 2016 Wheeled Coach Custom 170" Ambulance on an International Terrastar chassis.

Should you need anything additional, please do not hesitate to contact Garrett Adelman or myself at anytime.

We appreciate the opportunity and look forward to working with you and the Glendale Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. B. Grinstead', is written over the typed name.

Travis B. Grinstead  
President and Co-Founder



September 8, 2015

Deputy Chief Wayne Smith  
Glendale Fire Department  
8557 North 78th Street  
Glendale, Arizona 85345

RE: Offer to Provide One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Attention: Deputy Chief Wayne Smith

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for the Glendale Fire Department to purchase One (1) Wheeled Coach 9170 Ambulance(s) on 2016 International Terrastar, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan ERV Apparatus, SVI Trucks, Wheeled Coach Ambulance, Road Rescue Ambulances, Lifeline Ambulances and McCoy Miller Ambulances as well as ambulance remounts and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office, remount and main service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and the Glendale Fire Department. I would again like to thank you for the opportunity. Each of us at EVG offer you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

Garett Adelman  
Regional Account Manager

2883 E. Coronado St. Anaheim, CA 92806  
Tel: 714-238-0110 Fax: 714-238-0120

[www.evginc.net](http://www.evginc.net)







**HGAC  
Unpublished Option's**

**PUBLISHED OPTIONS**

No.	Description	Cost
30	9L Flanges, (15)	\$255.00
31	7L Flanges (6)	\$150.00
32	Lights, LED Whelen Clear Scene and Loading Lights (6)	\$2,070.00
33	Curbside Scene Light Activate When Curbside Door is Opened	\$85.00
34	LED License Plate Lights (2) ILOS	\$38.00
35	6L Flanes for Tail Lights (6)	\$111.00
36	Ducted HVAC Headliner, ILOS	\$337.00
37	Added LED Whelen Dome Light (1)	\$135.00
38	LED Step Well Light ILOS (1)	\$86.00
39	LED Action Area Light, ILOS (1)	\$45.00
40	LED Compartment Lights, ILOS (8)	\$320.00
41	Exterior Grab Rail, Curbside Door	\$127.00
42	Unistruts for Oxygen Rack	\$164.00
43	Reinforcement of Floor For Stryker Power Load System	\$797.00
44	Stryker Safety Hook	\$105.00
45	Cast Product IV Hooks, Recessed, ILOS	\$183.00
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<b>Page 2 Sub-Total</b>		<b>\$5,008.00</b>



**HGAC  
Unpublished Option's**

<b>Buying Agency:</b> <u>Glendale Fire Department</u>	<b>Contract:</b> <u>AM10-14</u>
<b>Product Code:</b> <u>HHA23</u>	<b>Description:</b> <u>Type IX MAV Terrastar</u>

**UN-PUBLISHED OPTIONS**

No.	Description	Cost
1	Auto Dump Switch for Air Suspension	\$325.00
2	Highbeam Flasher, Diamond Logic	\$131.00
3	Wheeled Coach Coolbar HVAC System	\$2,326.00
4	Digital Thermostat, ILOS	\$467.00
5	4 Battery System with Emergency Start	\$354.00
6	(2) Added Interstate Batteries	\$382.00
7	Dual Wooden Doors on RFS Cabinet	\$82.00
8	Squad Bench Lid 50/50 with Bio-Waste	\$80.00
9	Cabinet "K2" Above CPR Seat	\$95.00
10	Drop Skirt 4,00 Inches Both Sides	\$354.00
11	Electric Locks, Entry Doors	\$555.00
12	Momentary Switch for Electric Lock (2)	\$144.00
13	Stealth Switch, Cab and Module Locks	\$137.00
14	Paint, Entire MAV	\$1,933.00
15	Chevron Stripping Full Rear	\$1,813.00
16		
17	Install Customer Supplied GPS Antenna	\$90.00
18	Buss Bar Assembly, 5 Positions (2)	\$70.00
19	Power Source, 12 VDC 30 Amps	\$29.00
20	Vanner 20-1050 CUL-DC Inverter / Charger	\$1,240.00
21	Federal Signal EQ2B Siren, ILOS	\$900.00
22	Cab Headliner Removal for GPS Antenna Install	\$318.00
23	9L LED Whelen Red and Amber (1) ILOS	\$220.00
24	9L LED Whelen Red and Amber (4) IATS	\$1,120.00
25	9L LED Whelen Red/ Blue (3) ILOS	\$741.00
26	9L LED Whelen Red / Blue (2)	\$612.00
27	9L LED Whelen Clear, IATS	\$614.00
28	7L LED Whelen Red, ILOS (4)	\$548.00
29	7L LED Whelen Red, IATS (2)	\$348.00
<b>Page 1 Sub-Total</b>		<b>\$16,028.00</b>





To whom it may concern,

The Emergency Vehicle Group (EVG) is the authorized dealer for Wheeled Coach Industries, Inc. As such, they represent Wheeled Coach as well as sell and service our products in Arizona.

If you have any questions, please feel free to contact me at:

1-800-342-0720 ext 225 or  
817-291-3009.

Thank you,

A handwritten signature in black ink, appearing to read 'Gaspar Garcia'.

Gaspar Garcia  
Regional Sales Manager  
Wheeled Coach Industries, Inc.