





**County of Solano  
Standard Contract**

**Project:** CPM Project Management Software

*For County Use Only*  
CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

1271

SUBJECT ACCOUNT:

0002236

1. This Contract is entered into between the County of Solano and the Contractor named below:

VM3 Consulting

S Corporation

CONTRACTOR'S NAME

FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:

June 24, 2025 through June 24 2026

3. The maximum amount of this Contract is:

\$ 234,387

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

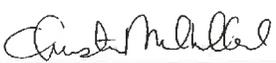
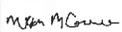
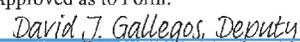
Exhibit A – Scope of Work

Exhibit A-1 – VM3 Statement of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 24, 2025.

CONTRACTOR	COUNTY OF SOLANO
VM3 Consulting CONTRACTOR'S NAME	 William Emlen (Jul 2, 2025 17:13 PDT) AUTHORIZED SIGNATURE
 SIGNATURE	Bill Emlen, County Administrator TITLE
Christina Mulholland, Partner PRINTED NAME AND TITLE	675 Texas Street ADDRESS
P.O. Box 1138 ADDRESS	Fairfield CA 94533 CITY STATE ZIP CODE
Morro Bay CA 93443 CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  David J. Gallegos, Deputy COUNTY COUNSEL

Rev. 3/8/2023

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Provide County with implementation and support services for Kahua software as outlined in VM3's May 6, 2025 proposal attached hereto as Exhibit A-1, and incorporated herein by this reference.
  - a. Specifically, "Kahua Implementation Scope of Work," "Data Migration / Integrations and Analytics Scope of Work," "Out of Scope Management," and "Responsibilities."
  - b. Ensure all deliverables in Exhibit A-1 are met.
2. Provide notification to County as required in Exhibit C, section 22 and 24, when known delays and extensions beyond the scheduled project timeline will occur, as defined in the proposal's section entitled "Assumptions," number 10 of Exhibit A-1.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

The County's responsibilities are as set forth in the Contractor's proposal section entitled "Responsibilities," "Solano County" in Exhibit A-1.

May 6, 2025

Donny Mandrell  
Solano County – Capital Projects Management  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

**Subject: Solano County – Kahua Implementation and Support Services**

Dear Mr. Mandrell:

VM<sup>3</sup> Consulting respectfully submits this proposal for your consideration. We are thankful for the opportunity to provide consultant services to Solano County – Capital Projects Management.

## OUR SERVICES

With a proven track record of delivering exceptional results on complex projects and programs, VM<sup>3</sup> Consulting is committed to partnering with the County to achieve their strategic objectives.

VM<sup>3</sup> Consulting is a dedicated partner in driving business success through innovative solutions. With a comprehensive range of services spanning development, integration, implementation, and data management, we empower clients to address operational challenges and optimize processes. Our strategic approach leverages technology to enhance decision-making and ensure the efficient execution of projects and programs.

Our team has a proven track record of delivering exceptional results, consistently earning the trust of clients on even the most demanding projects. With expertise in public works and government programs, we are uniquely qualified to address the specific needs of the County. Our firm is committed to scalability and flexibility, ensuring that we can effectively allocate resources to meet the demands of our partnership.

## Core Competencies

- Project Controls • Scheduling • Estimating • Permitting
- Risk Management • Reporting • Contract Management • Change Management
- PMIS Integration • PMIS Implementation • PMIS Administration

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

## PROJECT UNDERSTANDING

VM<sup>3</sup> Consulting is aware that Solano County is looking for a vendor to provide project-based services for configuration, development, and administration of Kahua. These tasks encompass the development and processing of newly acquired application modules from Kahua. This project management information system (PMIS) will be the cornerstone of the system used within Capital Projects Management. Kahua will need to be configured, integrated, and deployed so that the County can utilize the platform to help manage projects, enable project teams to track progress, manage resources, and make informed decisions through the project lifecycle. The scope below will provide an estimate and level of effort for configuration, data migration, and implementation.

## KAHUA IMPLEMENTATION SCOPE OF WORK

This proposal includes services to update, create, manage, and implement Kahua and support the internal Solano County team. Other services can be provided as needed when requested by the County.

This Implementation Statement of Work (SOW) outlines the recommended activities necessary to implement the Kahua solution leveraging existing out-of-the-box features with minimal configuration. Solano County wishes to implement Kahua immediately to support future projects.

The following functional areas are available to be implemented with out-of-the-box features:

Standard/Platform	Cost Management Suite	Document Management Suite	Miscellaneous
Portfolio Manager	Work Breakdown	RFIs	Capital Planning
File Manager	Funding	Package Submittals	Closeout
Markups	Budgets*	Daily Reports	Kahua Analytics
File Sync	Budget Adjustments*	Punch Lists	kConnect
Bluebeam Revu integration	Budget Changes*	Meetings	Snapshot
Messaging	Expense	Field Observations	Scheduling
Tasks	Contracts*	Communications	
Action Items	Change Requests*	Design Review	
Milestones	Change Orders*	Risk Register	
Calendar	Schedule of Values		
Data Store	Pay Requests*		
SSO	Purchase Orders*		
Report Manager	Purchase Orders Change Orders*		
	Invoices*		
	Issues*		

Kahua offers custom configuration workflows for select applications above indicated with an asterisk "\*\*".  
VM<sup>3</sup> will research if Adobe Sign can be used in place of DocuSign as native functionality for digital documents.

Most out-of-the-box (OOB) Kahua applications come with standard configuration options that can be tailored to meet the needs of Solano County. These front-end configuration options include the ability to:

- Set the App numbering system
- Turn fields on or off (i.e. Hide or Show fields)
- Relabel fields Modify dropdown list values

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

- Set default values for document creation
- Turn workflows on or off
- Set cost validation checks

Out-of-the-Box Kahua applications have built in configuration settings (as noted above) that are included in this SOW. **kBuilder custom configuration services are not included in this base SOW.** Customizations that are not available OOB can be achieved with the utilization of Kahua's kBuilder tool. These services can be scoped and priced separately.

Some examples of kBuilder customization services include:

- Adding new fields that exceed the amount of existing OOB customizable fields.
- Creating workflows for applications that do not already have a customizable workflow.
- Altering out of the box applications through kBuilder
- Building Kahua Analytics reports in addition to the number included in this SOW Kahua Analytics section.

## Base Scope Breakdown

### Kickoff

- Define Roles
- Confirm Scope
- Confirm Go Live Timeframe
- Set Expectations
  - Status Reporting and Meeting Updates
- Review Assessment Questionnaire
- Review of Kahua Configuration Workbook
- Communication Plan
- Change Log
- Issues and Risks Register
- Deliverables:
  - ✓ Project Kickoff PPT
  - ✓ Configuration Workbook
  - ✓ Implementation Questionnaire
  - ✓ Project Schedule
  - ✓ Work Break Down Structure (WBS)

### Discovery

Assessment meetings will be held during this phase to gather detailed requirements and showcase functionality:

- Basic Navigation and site settings
- Review of OOB functionality for Document Management apps
- Review OOB functionality for Cost Management apps
- Review OOB functionality for Miscellaneous apps included in scope
- Define user groups that will need access, what applications they will need access to, and what level of permission
- Portfolio Management
  - Review how the projects need to be structured in Kahua
  - How many projects templates will be required
  - File Manager Setup

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

- Milestones Setup
- CSI Codes
- Cost Code structure – set up standard activity code structure and cost ledger
- Define approval workflows for application leveraging workflow capabilities
- Technical assessment of single sign on enablement
- VM<sup>3</sup> Deliverables:
  - Meeting minutes
  - Configuration Workbook for Approval

## Configuration

- Build project hierarchy structure
- Create Project Template(s)
  - File Manager, Cost Codes, Milestones, CSI Codes
- Perform site setup and in app configuration activities
- Configure Domain Settings
- Setup Permissions Groups
- Cost approval workflows
- Creation of 2 Portable Views (PDF Rendered View) in Apps of Choice
- Enable single sign on
- Validation against configuration workbook
- Deliverable
  - Final Configuration Workbook
  - Spec documents
  - Portable View Word template files

## Training

- End User training (up to 15 per class)
  - Twenty hours of training in total
- Admin Training (virtual training)
  - Twelve hours of training in total Deliverables
- Out of Box Quick Reference Guides for Administrative Functions, Basic Navigation, Cost and Document Management
- Recorded training sessions
- Training Agendas

## Deployment

- Conduct Go/No-Go Meeting
- Send end user communication
- Invite users to join Kahua / Assign licenses / Assign groups
- Conduct Go-Live
- Support Handoff to Kahua (Support and Maintenance Plan)
- Hypercare Sessions (Four hours total)
- Knowledge Transfer Documents (ie: Configuration Workbook and Kahua Guidebooks for Basic Navigation, Cost and Document Management, and Domain Administration)

## Project Management / Optimization

- General Project Management (meetings, design review, document updates, etc.) Allocation for system changes based on lessons learned.

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

- Upon post deployment, any remaining hours will be spent ensure the processes both externally (CPM) and internally (Kahua) are working as intended. Any noticeable adjustments to increase productivity or automation from configuration changes will be made. We will maintain weekly meetings with the CPM team until the expiration of hours or the contract (whichever occurs first).

## DATA MIGRATION / INTEGRATIONS AND ANALYTICS SCOPE OF WORK

### Kahua Analytics:

The Kahua Analytics application offers embedded Power BI dashboarding of the Kahua datastore, providing seamless analytics and reporting capabilities. End User Licenses for PowerBI are not required.

The primary objectives of this project are to:

- Provide Solano County with Kahua Analytics to provide oversight and a holistic overview of the program and projects within Solano County's production environment for executive and leadership reporting.
- Implement Kahua Analytics
  - Deliver up to ten (10) out-of-the-box Kahua Analytics dashboards
  - Deliver up to five (5) custom Kahua Analytics dashboards tailored to the client's specific needs
  - Deliver a specification file that encompasses all the data mapping and calculations conducted inside of the Kahua Analytics dashboards that acts as the single source of truth for changes and updates to the dashboards

### Data Migration

The intent of the data migration effort in this scope of work is to copy data from existing systems to Kahua.

Data in the following County systems will be migrated into Kahua:

- OpenGov
- Finance Enterprise (Central Square)
- Access Database
- CAMS

### Data Migration Assumptions

- One-time data migration from the above systems to Kahua
- The county will provide agreed-upon criteria to decide which projects migrate into Kahua and which become archived projects. An initial estimate of 75 active projects will be migrated.
- Inactive/Historical project data will be moved from the Access DB into a folder in the File Manager application as an archived project.
- The data will be received in an agreed upon format (csv, excel, file dump, etc.)
- File format will be the same as the file format provided for integration

### Integration / Migration Applications

Kahua Application	Source System
Portfolio	OpenGov
File Manager	Access Database
Budgets	Finance Enterprise

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

Budget Changes	Finance Enterprise
Contracts	Finance Enterprise
Change Order	Finance Enterprise
Pay Request	CAMS   Finance Enterprise
Purchase Orders	Finance Enterprise
Purchase Order Change Orders	Finance Enterprise
Invoice	CAMS   Finance Enterprise

### Data Integration Deliverables:

- List of Kahua applications which will receive data via integration
- Data migration schedule
- Data mapping documentation will be provided by implementation team
- Testing results
- UAT Plan and Scripts

### Integration Assumption:

- Discovery sessions on processes and system capabilities/limitations will dictate the one- or two-way integration between Kahua applications and County systems.
- Kahua's Staging Application (kConnect) will be utilized for integration with the County's systems, OpenGov and CAMS.
- Data from Kahua will be manually entered into Finance Enterprise – no integration into FE is permitted. Data from FE will utilize the kConnect integration to push data to Kahua (ie: PO numbers and Payment Details).
- The data will be received in an agreed upon format (csv, excel, file dump, etc.)
- Files migrated into Kahua will remain in the same file format provided by the County for migration.

### Deliverables:

- System data mapping
- Integration process flow documentation
- Solano County resources will perform acceptance testing on the integration functionality in the development (test) environment.

Once acceptance testing signoff is received, the integration will be deployed to production.

### OUT OF SCOPE MANAGEMENT

Throughout the implementation, the County may make requests that are deemed out of scope. Out-of-scope requests can include, but are not limited to:

- Platform development enhancement request
- Application development enhancement request
- Integration that is not already listed in scope
- Migration of data that is not already listed as in scope
- Contract Routing for final signature in Kahua

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

In the event the County makes an out-of-scope request, it can either be requested via a change order to VM<sup>3</sup>'s SOW contract, or it can be logged as an enhancement request on Kahua's Product Board where it will be reviewed by the Kahua team for inclusion in their product roadmap. Please note, there are no guarantees that enhancement requests will be added to Kahua's product roadmap, nor are there guarantees on the delivery timeframe for requests added to the product roadmap.

For changes to this SOW, VM<sup>3</sup> will submit a change order detailing the scope of the change, level of effort and impact to the project schedule. VM<sup>3</sup> will wait for authorization from the County prior to proceeding with the requests.

## RESPONSIBILITIES

### VM<sup>3</sup> Consulting

VM<sup>3</sup> Consulting is responsible to provide Solano County with the following:

1. Professional and satisfactory completion of the stated work within the project time.
2. Skilled consultants to meet the requirements of the project.
3. VM<sup>3</sup> will find suitable replacements for any of the technical personnel in cases of prolonged illness or extenuating circumstances.

### Solano County

Solano County is responsible for providing VM<sup>3</sup> with the following:

1. Provide VM<sup>3</sup> with appropriate access to the software systems, facilities and personnel of the organization.
2. Provide the appropriate evaluation criteria for the project.
3. Provide access to knowledgeable staff that may be required during the assessment phase of the project.
4. Provide access to the appropriate decision-making authority during the process of determining the appropriate evaluation criteria for the project.
5. For onsite meetings, provide a work area for VM<sup>3</sup> personnel while on site, that includes Internet connectivity, projector screen or area for projecting a presentation, projector (if available), dry-erase board or flip charts for documentation and training facilities.

## CONSTRAINTS AND EXCLUSIONS

### Constraints

This engagement will be a highly focused effort that will be limited to the scope identified above and defined as part of the deliverables. No additional constraints have been defined at this time.

### Exclusions

The following are not included in the scope of this engagement:

- Data migration and integrations from systems not listed above under DATA MIGRATION/INTEGRATIONS AND ANALYTICS SCOPE OF WORK section.
- System Integration besides OOB Bluebeam Revu for document viewing and markups.
- Creation of custom applications or additional portable view templates outside of those portable views explicitly listed in scope. Custom forms and applications can be built through Kahua's kBuilder tool but specific forms have not been identified. The creation of specific forms or apps can be scoped separately for future phases. Any utilization of the kBuilder tool would be considered custom development of an application or form. This means that any changes to the native functionality of an application such as an additional button or functionality to the current application will be considered custom. This includes but

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

is not limited to increasing the number of fillable fields in a form outside of what is already available with the application configuration.

- Kahua Analytics exclusions:
  - Implementation of existing external Power BI reports and dashboards.
  - Analytics on new applications and extensions
  - Pulling in (external) data that requires integration
  - Embedding Analytics anywhere outside of the County’s Kahua domain
  - Printing paginated reports – Power BI is made for screens, not printing
  - Ability for the customers to build their own Power BI reports and use Kahua Analytics to display

## ESTIMATED SCHEDULE

The final implementation schedule will be created after the initial onsite discovery sessions. Projects of this nature can vary depending on phasing, availability of resources, external factors and timely decision-making. Typical Standard Implementations take 120-150 business days from kickoff, depending upon scope and assessment requirements. All dates verbally communicated prior to the onsite assessment are estimates and are subject to change.

## RATE SHEET & ESTIMATED RESOURCE ALLOCATION

VM<sup>3</sup> Consulting will perform the services described above on a Time and Materials Not-to-Exceed basis per the billing rates provided below.

Position	Responsibilities	Hourly Rate
<b>Program Manager</b>	<ul style="list-style-type: none"> <li>• Overall Responsible for the Kahua configuration and implementation.</li> <li>• Will provide a secondary role as a Business Analyst when going through data integration and migration</li> <li>• Manage and coordinate communications between the County and the implementation team.</li> <li>• Will be the day-to-day contact for Solano County.</li> </ul>	\$210
<b>Developer</b>	<ul style="list-style-type: none"> <li>• Responsible for development and UAT of data migration and integration activities.</li> <li>• Document all procedures and coding used for integration and migration.</li> <li>• Provide IT support specifically for integration and migration until hand off is accepted and completed by the district.</li> </ul>	\$170
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Lead all discovery sessions for Kahua Configuration and implementation.</li> <li>• Configure Kahua based on processes uncovered during discovery.</li> <li>• Will be the day-to-day contact for implementation team.</li> <li>• Create, track, and update schedules and required deliverables.</li> <li>• Document all discovery session requirements and track out of scope items for review with the county.</li> </ul>	\$160
<b>Project Scheduler</b>	<ul style="list-style-type: none"> <li>• Will provide scheduling services as needed after the completion of the Kahua implementation. This is only if the CPM team needs additional assistance with construction scheduling activities.</li> </ul>	\$155
<b>Project Controls Analyst</b>	<ul style="list-style-type: none"> <li>• Controls will be responsible for helping with configuration of the cost modules, as well as testing different construction scenarios.</li> </ul>	\$145
<b>Project Coordinator / Admin</b>	<ul style="list-style-type: none"> <li>• Will provide construction project coordination services as needed after the completion of the Kahua implementation. This is only if the CPM team needs additional assistance with construction specific activities.</li> </ul>	\$135

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

Phase	Timeframe (Months)	Key Resources Involved	Total Hours
Discovery	May – Jun	Program Manager, Project Manager	396
Configuration / Dev	Jul – Sep	Developer, Project Manager, Controls	460
UAT Testing	Oct	Project Manager, Controls Analyst	166
Training	Nov	Project Manager	64
Support / Deploy	Dec	Project Manager	176

Rates are fully loaded to include items such as computers, scheduling software, standard Microsoft software, communications, insurance, and other overhead costs. Subcontractor services, if any, will receive a 10% markup. Rates are based on assumptions below. These rates will be fixed for 2025-2026 then increase by 3% each year (2026) thereafter starting on January 1<sup>st</sup> of each year.

This is an estimate based upon VM<sup>3</sup>'s current understanding of the project scope and experience in executing these types of engagements. Solano County will be billed on time and materials not to exceed basis for the Standard Implementation and for all hours worked for additional services listed above.

Solano County shall reimburse VM<sup>3</sup> for all project-related travel. All travel expenses are included in the total cost. If there is a change identified that will affect this project, it will be documented by VM<sup>3</sup>. All price changes associated with changes to the Statement of Work will be defined and submitted for acceptance prior to implementation of the changes or additional services.

Invoices and timesheets will be submitted to the County during the first week of each month for the month prior. All submitted invoices will include timesheet backs ups.

## BUDGET

VM<sup>3</sup> proposes a base scope budget of \$213,000 with a Customization Contingency of \$21,387 for a Total NTE Contract Amount of **\$234,387**.

## ASSUMPTIONS

1. Customization Contingency requires County authorization prior to use.
2. VM<sup>3</sup> will provide timesheet backup to allocate hours to tasks when submitting invoices.
3. Any ad hoc services by direction of Solano County not listed in this proposal will be added to the scope above and classified as **OTHER**.
4. The Standard Implementation is designed for out-of-the-box features within Kahua.
5. VM<sup>3</sup> has assumed a normal workday is 8-5 pm.
6. Deliverables, Configuration and Project Management activities done offsite are included as billable time unless otherwise stated.
7. Solano County will provide appropriate resources to conduct customer responsibilities. Any change in resources from the Solano County team must be communicated and evaluated immediately.
8. VM<sup>3</sup> resources will not be dedicated nor full time on the project.
9. Application customization is not part of the Standard Implementation and will need to be scoped separately if desired.
10. VM<sup>3</sup> will manage this engagement using Kahua's proven implementation methodology. Client-directed changes to Kahua's methodology and project management protocols may result in additional fees and project delays.

# EXHIBIT A-1

Solano County Kahua Implementation and Support Services  
March 27, 2025

## **CLOSING**

VM<sup>3</sup> Consulting has a proven track record of delivering exceptional results on projects of all scales. Our team's adaptability and client-centric approach allow us to seamlessly integrate with diverse organizations. We are committed to understanding our clients' unique needs and providing tailored solutions. We believe that your projects deserve the highest level of attention, and we are confident in our ability to deliver exceptional results. We are eager to collaborate with Solano County – Capital Projects Management on this partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Mulholland". The signature is fluid and cursive, with the first name being more prominent.

Christine Mulholland, Partner  
VM<sup>3</sup> Consulting

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

Total Price for Kahua software implementation and support services shall be based upon 'Time and Materials,' not to exceed maximum contract amount of \$234,387, and payable as follows:

- A. Progress invoices are to be submitted by the 5<sup>th</sup> day of each subsequent month for actual time worked during the month prior. Time logs shall be submitted with each invoice.
- B. Reimbursable expenses are built within the project cost of \$234,387. Contractor shall include travel expense reports with progress invoices.
- C. Total Compensation under this Contract shall match actual time worked by Contractor's staff and shall follow billing rates as outlined in Exhibit A-1 – VM3: "Rate Sheet & Estimated Resource Allocation."

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

## 6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

### B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |

- (4) Employer's Liability:           **\$1,000,000**           per accident for bodily injury or disease.

D.       Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability:               **\$1,000,000**           per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability:       **\$2,000,000**           combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E.       If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F.       Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G.       Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## 8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## 10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing

practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

#### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### 15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### 16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### 17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or

the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

#### 24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

#### 25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

#### 26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

# 250609 Contract Solano County and VM3 Consulting

Final Audit Report

2025-06-09

Created:	2025-06-09
By:	Donny Mandrell (DMandrell@SolanoCounty.gov)
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