



# County of Solano Contract Review Worksheet

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute☒ CAO Execute☒ BOS Approval Required**NOTE: Please review all instructions on the back of this worksheet before you begin processing.**

1. Department/Division: Department of Information Technology		2. Date: 6/10/25	
3. Contract Administrator: Matthew Higdon		4. Phone Ext: 7934	
5. Contract Attributes: <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number Contract No: Date: Please attach copies of original/amendments	
<input checked="" type="checkbox"/> Original Bid/RFP Required? <input type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Date Please attach copy of Bid/RFP or justification.		6. Description of Contract: First Amendment - Solano PSC to service Vacaville radios for FY25-26	
7. Name of Contractor: City of Vacaville		8. EIN SSN	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 7/1/25 This amendment:		13. Termination Date: 6/30/26 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 95,663.70 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 95,663.70		15. Payment Terms: <input type="checkbox"/> Prepaid <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Progress <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Other <input type="checkbox"/> Estimate	
16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: _ Fed Catalog No: State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB			
17. Fund: 370 Budget Unit: 1884 Sub-object: 9604		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/10/25			
20. Remarks Revenue Agreement			
21. Signature Route: Matthew Higdon Email MHigdon@solanocounty.gov Department Contract Administrator Matthew Higdon Contractor Signatory Name GeorgeAnne Meggers-Smith (Informational only) Email georgeanne.meggerssmith@cityofvacaville.com Timothy Flanagan (May 12, 2025 15:36 PDT) Email TPFlanagan@solanocounty.gov Department Head or Designee Tim Flanagan M. Callaway, Deputy Email MJCallaway@SolanoCounty.gov County Counsel Reviewer Megan Callaway HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Megan Richards Email MERichards@solanocounty.gov CAO Analyst Megan Richards William Emlen (Jun 12, 2025 13:12 PDT) Email WFEmlen@solanocounty.gov Authorizing Signature (CAO/DH) Bill Emlen			

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF VACAVILLE AND  
THE COUNTY OF SOLANO  
FOR RADIO SUPPORT, REPAIRS, AND SERVICES**

THIS FIRST AMENDMENT (hereinafter "AMENDMENT") is made and entered on the date last specified below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and COUNTY OF SOLANO, a California political subdivision (hereinafter "CONSULTANT"), with reference to the following facts:

A. CITY and CONSULTANT previously entered into an Agreement for Consultant Services dated July 24, 2024 (hereinafter "AGREEMENT") by which CONSULTANT agreed to provide certain services to CITY through June 30, 2025, inclusive.

B. Now, the parties wish to augment and modify the term and scope of the services CONSULTANT is to provide to CITY pursuant to the AGREEMENT and increase the compensation due to CONSULTANT in connection with the additional time and services. This AMENDMENT serves as the written amendment to the AGREEMENT as required by Section 28 of the AGREEMENT.

**WITH REFERENCE TO THE ABOVE-DESCRIBED FACTS, THE PARTIES HEREBY AGREE AS  
FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

In addition to the services set forth in Section 1 of the AGREEMENT (Scope of Services), CONSULTANT shall perform the additional services specified in CONSULTANT's Addendum to Exhibit B, Scope of Services, which is attached hereto and incorporated herein by this reference as Exhibit A-1st Amendment.

**SECTION 2. EXTENSION OF AGREEMENT.**

CITY and CONSULTANT agree, the AGREEMENT and all its terms, conditions, rights and obligations, is hereby extended through June 30, 2026, inclusive. Either party may terminate the AGREEMENT, with or without cause, in accordance with Section 13 of the AGREEMENT. Any and all performance of obligations required under the AGREEMENT shall remain in effect through the end of the term as set forth under this AMENDMENT.

**SECTION 3. COMPENSATION.**

SECTION 4 of the AGREEMENT is hereby amended by this AMENDMENT to increase the compensation paid to CONSULTANT by ninety-five thousand six hundred sixty-three dollars and seventy cents (\$95,663.70). The total compensation to be paid to CONSULTANT, including both payments for professional services and reimbursable expenses pursuant to the AGREEMENT and this AMENDMENT shall not exceed one hundred eighty-eight thousand six hundred fifty-four dollars and fifty-five cents (\$188,654.55).

**SECTION 4. COUNTERPART AND ELECTRONIC SIGNATURE.**

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This AMENDMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this AMENDMENT are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

**SECTION 5. OTHER PROVISIONS TO REMAIN IN EFFECT**

All other provisions of the AGREEMENT not expressly modified by this AMENDMENT shall remain in full force and effect.


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[SIGNATURE PAGE FOLLOWS]

**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS TO FORM: "CITY"

Melinda C. H. Stewart, City Attorney      CITY OF VACAVILLE, a municipal corporation

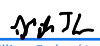
By:   
David Nam (May 12, 2025 12:22 PDT)  
David Nam, Assistant City Attorney

By:   
GeorgeAnne Meggers-Smith (May 12, 2025 13:05 PDT)  
GeorgeAnne Meggers-Smith, Assistant City Manager

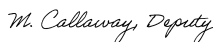
Dated: 05/12/2025

"CONSULTANT"

COUNTY OF SOLANO, a California political subdivision

By:   
William Emlen (Jun 12, 2025 13:12 PDT)  
Bill Emlen, County Administrator

Dated: 06/12/2025

By:   
Megan Callaway, Dep. County Counsel

Dated: 05/12/2025



## **EXHIBIT A - 1st Amendment**

### **Scope of Services**

The original scope of services is hereby amended to include the following FY25-26 Radio Subscriber Maintenance Program costs and services for CITY radio inventory.

#### **Radio Subscriber Maintenance Program**

3/31/2025

**Customer: City of Vacaville**

		Tech Cost/Hr.	Subscriber Units	
	Need new rate:	\$106.00	789	
Service	Cost/Radio/Mo.	Cost/Mo.	Cost/Radio/Yr.	Cost/Yr.
Preventative Maintenance	\$2.21	\$1,742	\$26.50	\$20,909
Repair	\$1.86	\$1,464	\$22.26	\$17,563
Field Call	\$3.71	\$2,927	\$44.52	\$35,126
Admin (Total Fleet units)	\$0.88	\$697	\$10.60	\$8,363
Inventory Management				\$1,200
Total Costs	\$8.66	\$6,830	\$103.88	\$83,161

**Covered Items:** Standard repairs for in-support subscribers  
Best-effort repair for out-of-support subscribers  
Standard Mics and Speakers  
Minor programming changes  
Encryption Re-key  
Semi-annual PM (every 2 years)

**Excluded Items (T&M):** Additional parts not listed above  
Abuse/Physical/Chemical damage above normal use  
Batteries/antennas  
Pouches/holders/chargers/earpiece-mics  
Fleet-wide Programming development/updates  
Installation/removal/disposal  
Loaner units (maybe provided by the City)

**Statement of Work:** Solano County PSC technicians will perform services on customer subscriber units as described above.  
City of Vacaville will provide a full inventory list of covered subscribers.  
Solano County PSC will maintain inventory databases and update as required.  
Service location is the Solano County PSC Shop located at 500 Clay St., Fairfield, CA., or any Vacaville City facility.  
Service hours are Monday through Friday, 8am to 5:00pm, excluding normal County holidays.  
Field service calls will be billed above contract at the rates above, with a two hour minimum per call, and must be scheduled with the PSC Shop.  
Repairs are based on the availability of OEM replacement parts.

# Radio Subscriber Programming/Update

## Customer: City of Vacaville

3/31/2025

Tech Cost/Hr.	Subscriber Units	Total
\$106.00	149	\$12,502.70

### Services:

	Tech Hrs.	Tech Cost		
Codeplug Development (Basic)	4.00	\$424.00	5	\$2,120.00
Codeplug Development (Complex)	8.00	\$848.00	3	\$2,544.00
Portable Codeplug	0.25	\$37.10	35	\$1,298.50
Portable Firmware	0.10	\$21.20	0	\$0.00
Portable Codeplug + Firmware	0.35	\$58.30	81	\$4,722.30
Mobile Codeplug	0.25	\$37.10	17	\$630.70
Mobile Firmware	0.25	\$37.10	0	\$0.00
Mobile Codeplug + Firmware	0.50	\$74.20	16	\$1,187.20
Admin per unit (Included in above pricing for each unit)	0.10	\$10.60		

**Covered Items:** Programming development/updates  
 Subscriber codeplug updates  
 Subscriber firmware updates if required (APX only)  
 System documentation  
 Best-effort for out-of-support subscribers  
 Work performed 7/1/2025 to 6/30/2026

**SOW:** Solano County PSC technicians will travel to the Customer location and perform the above work for the above quantity subscriber radios. Customer will provide a suitable work area and power.

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[END OF AMENDMENT]

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE CITY OF VACAVILLE AND  
THE COUNTY OF SOLANO  
FOR  
RADIO SUPPORT, REPAIRS, AND SERVICES**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and COUNTY OF SOLANO, a California political subdivision (hereinafter "CONSULTANT").

**RECITALS**

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from *(check one)*:

☐ the date of this AGREEMENT last written below to \_\_\_\_\_, inclusive, subject to the provisions of SECTION 13 of this AGREEMENT.

☒ July 1, 2024 to June 30, 2025, inclusive, subject to the provisions of SECTION 13 of this AGREEMENT.

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4. COMPENSATION.**

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed ninety-two thousand nine hundred ninety dollars and eight-five cents (\$92,990.85). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

## **SECTION 5. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

This AGREEMENT between CONSULTANT and CITY will constitute a valid and binding agreement between CONSULTANT and CITY for non-exclusive services as a CONSULTANT for CITY client. It is understood and agreed that CONSULTANT (including CONSULTANT's employees and subcontractors), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY. CONSULTANT shall be solely responsible for any rights and obligations owed to CONSULTANT's employees and subcontractors, including but not limited to, any payments for wages, salaries, and/or benefits. As an independent contractor, neither CONSULTANT nor CONSULTANT's employees or subcontractors shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees or subcontractors may have to any such benefits or rights.

CITY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as specified in the attached Schedule of Performance. CITY shall not report CONSULTANT'S employees or subcontractors to a third party as an employee of CITY. For the purposes of this Section "third party" means another government agency, private company, or individual.

CONSULTANT shall have the right to set their/its own hours and location of work, consistent with the nature of the services provided under this AGREEMENT. CONSULTANT shall determine the method, means, and manner of performance of any and all services without restriction or limitation by CITY. CITY is interested only in the results to be achieved from CONSULTANT's performance of the services. CONSULTANT shall provide their/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this AGREEMENT, CONSULTANT shall have the right to provide the same or similar services to entities other than the CITY without restriction. The CITY shall have no authority,

control, or liability regarding CONSULTANT's performance or activities before or after each instance, wherein, CONSULTANT may perform services under this AGREEMENT.

It is further understood and agreed that as an independent contractor, CONSULTANT shall be solely responsible for paying CONSULTANT's employees and subcontractors any monies owed to CONSULTANT's employees or subcontractors, whether salary, wages, or any other consideration, including but not limited to, benefits. CITY shall have no control, obligation, responsibility, or liability for CONSULTANT's failure to pay and/or timely pay CONSULTANT's employees or subcontractors for any monies owed.

The parties herein are and intend to remain independent parties. Nothing in this AGREEMENT shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, and neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venture, servant, or employee of the other.

#### **SECTION 7. CONSULTANT EMPLOYEES, AGENTS, AND SUBCONTRACTORS.**

CONSULTANT shall furnish at CONSULTANT's own discretion, selection, and expense, the employees, agents, or subcontractors which are necessary in order to provide services pursuant to this AGREEMENT. CONSULTANT agrees that it shall not furnish any employees, or agents or subcontractors, to provide services pursuant to this AGREEMENT whose criminal background includes an assignment-relevant criminal conviction(s). CONSULTANT's failure to comply with the terms of this Section 7 may result in the immediate termination of this AGREEMENT. CONSULTANT shall be liable for all damages arising out of the negligent act or omission, misconduct, or other legal fault of CONSULTANT, CONSULTANT's employees, subcontractors, or agents in connection with the performance or nonperformance of this Section 7.

#### **SECTION 8. SCREENING.**

Before assigning any of CONSULTANT's employees to begin any work for CITY, CONSULTANT, at its own expense, shall conduct a complete background check for each of CONSULTANT's employees. The minimum background check shall include State of California and Federal Bureau of Investigation (FBI) fingerprint-based criminal background check (e.g., Live Scan) through the State of California Department of Justice. Once the background check is complete, CONSULTANT shall return a verification form to CITY's Human Resources Department, Attention Aimee Lynch, 650 Merchant Street Vacaville, California 95688, indicating that the CONSULTANT's employee(s) have completed background screenings as required under this AGREEMENT.

CONSULTANT shall provide such verification form prior to CONSULTANT assigning any of CONSULTANT's employee(s) to perform work for CITY. Such verification form shall only note that CONSULTANT's employee have completed background screenings as required under this AGREEMENT and shall in no way inform, reveal, or disclose any results of such background screenings. By assigning any of CONSULTANT's employee(s) to perform work for CITY, CONSULTANT expressly agrees and represents that CONSULTANT has determined CONSULTANT's employee as meeting the qualifications of this Section 8 and being appropriate for the assignment under this AGREEMENT.

CONSULTANT shall not assign any of CONSULTANT's employees to perform work for CITY whose criminal background includes a felony criminal conviction(s) of any type. CONSULTANT shall not assign any of CONSULTANT's employees to perform work for CITY whose criminal background includes any misdemeanor criminal convictions of any type occurring in the seven (7) years prior to the first date CONSULTANT's employee would be assigned to perform work for CITY, without CITY's prior written approval for said assignment.

If, at any time during any of CONSULTANT's employee's assignment to perform work for CITY, it is discovered that any of CONSULTANT's employee engages in conduct which results in a criminal arrest or conviction of any type, CONSULTANT shall immediately notify CITY of such arrest or conviction, but not the nature thereof, and shall immediately restrict that CONSULTANT's employee from performing any additional work for CITY. In no event shall CONSULTANT or CONSULTANT's employee inform, release, or otherwise disclose to CITY any information in any format or medium that is confidential, privileged, or otherwise protects CONSULTANT and/or CONSULTANT's employee by law, including but not limited to, any results of any criminal background, or the nature of any arrest or criminal conviction. In no way shall CITY be liable for CONSULTANT's and/or CONSULTANT's employee's release or disclosure of any confidential, privileged, or protected information to CITY, whether intentional or unintentional. In the event CONSULTANT must restrict one of CONSULTANT's employees from the performance of work for CITY under this term, CONSULTANT, at its own expense, shall assign another of CONSULTANT's employee to perform said work for CITY within seven (7) working days of the restriction, to the extent such substitute is reasonably available.

CONSULTANT's failure to comply with the terms of this Section 8 may result in the immediate termination of this AGREEMENT. CONSULTANT shall be liable for all damages arising out of, relating to, or in

connection with any negligent act or omission, misconduct, or other legal fault of CONSULTANT, CONSULTANT's employees, subcontractors, or agents in connection with the performance or nonperformance of this Section 8, whether or not CITY accepted or approved any service or work performed or provided by the CONSULTANT hereunder, and whether or such liabilities are litigated, settled, or reduced to judgment.

**SECTION 9. ASSIGNABILITY.**

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 10. INDEMNIFICATION AND WAIVER OF SUBROGATION.**

A. INDEMNITY for CITY

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

INDEMNITY FOR CONSULTANT

To the fullest extent allowed by law, CITY shall indemnify and hold harmless CONSULTANT, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CONSULTANT's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CITY, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, provided by CITY hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CONSULTANT's negligence or willful misconduct, CONSULTANT shall pay the portion of damages which is allocated to CONSULTANT's negligence or willful misconduct.

**B. OBLIGATION TO DEFEND.**

CONSULTANT shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit. Notwithstanding the immediately preceding sentence, CITY shall retain the unilateral right to jointly undertake any defense with CONSULTANT, including but not limited to, ensuring any release entered into by CONSULTANT vis-à-vis its employees also releases CITY of any potential liability between CITY and CONSULTANT's employee under *Grande v. Eisenhower Medical Center*, (2022) 13 Cal.5th 313. CONSULTANT must immediately submit a written notice to CITY's City Attorney's Office as specified in Section 22 below in regards to any legal matter involving or affecting CITY in any manner (including, but not limited to, being named in a lawsuit) due to the placement of CONSULTANT's employee(s) at CITY or arising out of this AGREEMENT.



C. INSURANCE POLICIES; TERMINATION.

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this AGREEMENT for the full period of time allowed by law.

**SECTION 11. INSURANCE REQUIREMENTS.**

The defense and indemnification obligations of this AGREEMENT are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this AGREEMENT. CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Management. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

**SECTION 12. NONDISCRIMINATION.**

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

**SECTION 13. TERMINATION.**

A. CITY and CONSULTANT shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's City Manager or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

**SECTION 14. GOVERNING LAW.**

CITY and CONSULTANT agree that the law governing this AGREEMENT, and all claims or causes of actions (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this AGREEMENT, or the negotiation, execution, or performance of this AGREEMENT (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or connection with this AGREEMENT or as an inducement to enter into this AGREEMENT), shall be governed by, and enforced in accordance with, the internal laws of the State of California including its statute of limitations, without regard to any conflict of law principles.

**SECTION 15. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 16. CONFIDENTIAL INFORMATION.**

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

#### **SECTION 17. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

#### **SECTION 18. WAIVER.**

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

#### **SECTION 19. CONSULTANT'S BOOKS AND RECORDS.**

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall

be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

**SECTION 20. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

**SECTION 21. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 22. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

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<b>TO CITY:</b>	Keith McDonald, Project Manager City of Vacaville 650 Merchant Street Vacaville, CA 95688 ATTENTION: CMO/IT
<b>TO CITY (LEGAL MATTERS):</b>	City Attorney’s Office City of Vacaville 650 Merchant Street Vacaville, CA 95688 Attn: David Nam, Assistant City Attorney
<b>TO CONSULTANT:</b>	County of Solano 500 Clay Street Fairfield, CA 94533 ATTENTION: Matt Higdon, Communications Division Manager
<b>TO CONSULTANT (LEGAL MATTERS):</b>	County Counsel’s Office 675 Texas Street, Suite 6600 Fairfield, CA 94533

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

### **SECTION 23. CLAIMS AGAINST CITY.**

In the event any claim or cause of action is brought against CITY by CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONSULTANT, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to CITY no later than six (6) months after the accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against CITY, or any officer, employee, board, commission, or authority of CITY, until a written claim has been presented to CITY's City Council (by and through CITY's City Clerk) and has been acted upon or has been deemed to have been rejected by CITY.

### **SECTION 24. VENUE.**

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

### **SECTION 25. INTERPRETATION.**

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

### **SECTION 26. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

**SECTION 27. COUNTERPART AND ELECTRONIC SIGNATURE.**

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This AGREEMENT may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this AGREEMENT are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

**SECTION 28. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.


**WITNESS THE EXECUTION HEREOF** on the day and year last written below.


APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation


By:   
David Nam (Jul 9, 2024 09:43 PDT)  
David Nam, Assistant City Attorney

By:   
GeorgeAnne Meggers-Smith (Jul 9, 2024 09:45 PDT)  
GeorgeAnne Meggers-Smith, Assistant City Manager

Dated: Jul 9, 2024

"CONSULTANT"

COUNTY OF SOLANO, a California political subdivision

By:   
William Emlen (Jul 24, 2024 10:24 PDT)  
Bill Emlen, County Administrator

Dated: Jul 24, 2024

By:   
Megan Callaway, Dep. County Counsel

Dated: Jul 9, 2024

**EXHIBIT A**

**RECITALS**

WHEREAS, CITY desires to obtain contract services for maintenance, repair and other services of end-user radio systems; and

WHEREAS, COUNTY OF SOLANO, has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain COUNTY OF SOLANO as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

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**EXHIBIT B****SCOPE OF SERVICES**

<b>Responsible</b>	<b>Category</b>	<b>Service</b>
County	Management	Track and maintain radio inventory. Dependent on accurate inventory and process to keep accurate.
County	Management	Track all spare and cache radios.
County	Repair	Provide first echelon of support to radio users; receive broken radios, check for minor/easy to fix issues, send to Motorola Repair Depot service when needed; receive radios from Repair Depot, return to user and/or spares if spare issued. Examples of minor issues are:
County	Repair	o Alignment
County	Repair	o Antenna and cable
County	Repair	o Microphone/Speaker
County	Repair	o Programming Fire Code Plug Updates (additional costs) Fire to identify what is needed County to perform updates
County	Repair	• Monitor Motorola Technical Notes (MTN) and look for issues that potentially affect the City radios and/or system. Bring any potential issues to Motorola FSO and IT Management.
City	Management	• Maintain radio license count for both the City radios and secondary radio users sponsored by the City (e.g. Dixon).
County		• Reprogram radios as needed.
County	Management	• Pull reports as needed from ZoneWatch for traffic usage, disabled channels, channel busies, etc. Report any issues to IT Management and contact Motorola Support for resolution if needed. Maintain reports in an organized manner.
Motorola	Management	• Serve as a contact point for alarms from the Unified Event Manager (UEM). Ensure Motorola is responding appropriately and coordinate any actions required by the City. Ensure Dispatch is aware of the issue if appropriate. Motorola contacts City with any issues.
Motorola, to Melissa, Keith	Management	• Assist with the coordination of system downtime due to system updates, patch uploads, etc. Make sure the appropriate City personnel are aware of any downtime or fallback modes for scheduled maintenance. Keith to forward e-mail notice to team.
Keith/IT	Management	• Be available as needed for communicating/meeting with other agencies' communications personnel, sponsored secondary users, etc.



## Radio Subscriber Maintenance Program

3/8/2024

Customer: City of Vacaville

		Tech Cost/Hr.	Subscriber Units	
	Need new rate:	\$103.00	789	
Service	Cost/Radio/Mo.	Cost/Mo.	Cost/Radio/Yr.	Cost/Yr.
Preventative Maintenance	\$2.15	\$1,693	\$25.75	\$20,317
Repair	\$1.80	\$1,422	\$21.63	\$17,066
Field Call	\$3.61	\$2,844	\$43.26	\$34,132
Admin (Total Fleet units)	\$0.86	\$677	\$10.30	\$8,127
Inventory Management				\$1,200
<b>Total Costs</b>	<b>\$8.41</b>	<b>\$6,637</b>	<b>\$100.94</b>	<b>\$80,842</b>

**Covered Items:** Standard repairs for in-support subscribers  
 Best-effort repair for out-of-support subscribers  
 Standard Mics and Speakers  
 Minor programming changes  
 Encryption Re-key  
 Semi-annual PM (every 2 years)

**Excluded Items (T&M):** Additional parts not listed above  
 Abuse/Physical/Chemical damage above normal use  
 Batteries/antennas  
 Pouches/holders/chargers/earpiece-mics  
 Fleet-wide Programming development/updates  
 Installation/removal/disposal  
 Loaner units (maybe provided by the City)

**Statement of Work:** Solano County PSC technicians will perform services on customer subscriber units as described above.  
 City of Vacaville will provide a full inventory list of covered subscribers.  
 Solano County PSC will maintain inventory databases and update as required.  
 Service location is the Solano County PSC Shop located at 500 Clay St., Fairfield, CA., or any Vacaville City facility.  
 Service hours are Monday through Friday, 8am to 5:00pm, excluding normal County holidays.  
 Field service calls will be billed above contract at the rates above, with a two hour minimum per call,  
 and must be scheduled with the PSC Shop.  
 Repairs are based on the availability of OEM replacement parts.

# Radio Subscriber Programming/Update

6/24/2024

Customer: City of Vacaville

Tech Cost/Hr.	Subscriber Units	Total
\$103.00	149	\$12,148.85

## Services:

	Tech Hrs.	Tech Cost		
Codeplug Development (Basic)	4.00	\$412.00	5	\$2,060.00
Codeplug Development (Complex)	8.00	\$824.00	3	\$2,472.00
Portable Codeplug	0.25	\$36.05	35	\$1,261.75
Portable Firmware	0.10	\$20.60	0	\$0.00
Portable Codeplug + Firmware	0.35	\$56.65	81	\$4,588.65
Mobile Codeplug	0.25	\$36.05	17	\$612.85
Mobile Firmware	0.25	\$36.05	0	\$0.00
Mobile Codeplug + Firmware	0.50	\$72.10	16	\$1,153.60
Admin per unit (Included in above pricing for each unit)	0.10	\$10.30		

**Covered Items:** Programming development/updates  
Subscriber codeplug updates  
Subscriber firmware updates if required (APX only)  
System documentation  
Best-effort for out-of-support subscribers

**SOW:** Solano County PSC technicians will travel to the Customer location and perform the above work for the above quantity subscriber radios. Customer will provide a suitable work area and power.

**EXHIBIT C**

**SCHEDULE OF PERFORMANCE**

Work shall commence July 1, 2024 and shall be performed in accordance with a schedule agreed to by CITY and CONSULTANT. The time for completion is June 30, 2025.

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**EXHIBIT D**

**COMPENSATION**

CITY agrees to compensate CONSULTANT up to ninety-two thousand nine hundred ninety dollars and eight-five cents (\$92,990.85) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed ninety-two thousand nine hundred ninety dollars and eight-five cents (\$92,990.85). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.

Reimbursable expenses shall include the reasonable cost of: N/A.

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## **EXHIBIT E**

### **INSURANCE**

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

Required Coverage	Minimum Limits
General Liability (primary and excess limits combined)	<p><b>Minimum coverage \$2,000,000 per occurrence and \$4,000,000 aggregate.</b></p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit.</b></p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
Automobile Liability	<b>\$1,000,000</b> per occurrence for bodily injury and property damage.
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Professional Liability or Errors and Omissions Liability	Minimum Coverage \$1,000,000 per claim and \$2,000,000 aggregate (on a claims made basis).
Required Policy Conditions	
Additional Insured Endorsement - On-Going Operations	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to CITY as Additional Insured.</p> <p><b>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</b></p>
Primary and Noncontributory Endorsement	The Additional Insured coverage under CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from CITY's insurance or self-insurance and shall be at least as broad as <b>ISO Form CG 20 01 04 13.</b>
A. M. Best Rating	A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.
Waiver of Subrogation Endorsement	CONSULTANT's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.

Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"> <li>1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY's Risk Management and shall not reduce the limits of liability.</li> <li>2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.</li> <li>3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</li> </ol>
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### **Umbrella/Excess Liability Policies**

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of CITY before CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Claims-Made Policies**

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

### **Subcontractors**

CONSULTANT shall include the following language in their agreement with subcontractors: "Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request."

CONSULTANT is responsible for verifying subcontractors' insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT's subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT's subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

### Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY before work may begin. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Risk Management.** Insurance certificates and endorsements may be emailed or faxed to CITY's Risk Management. However, CONSULTANT must mail the original certificates and endorsements to CITY's Risk Management once emailed or faxed.

#### CITY's Risk Management

NAME: Erin Berndsen, Management Analyst I

ADDRESS: 650 Merchant Street, Vacaville, CA 95688

EMAIL: erin.berndsen@cityofvacaville.com

PHONE: 707-449-5195

### Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided.

**Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

### Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

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## **EXHIBIT F**

### **SPECIAL PROVISIONS**

Check one:

- ☒ There are no special provisions.
- ☐ The special provisions to this AGREEMENT are as follows:

☐ **Prevailing Wage**

California Labor Code § 1771 provides that “[e]xcept for projects of one thousand dollars (\$1,000) or less, not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work . . . shall be paid to all workers employed on public works.”

California Labor Code § 1720 provides that “public works” includes “[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds . . . .” California Labor Code § 1771 provides that prevailing wage laws are applicable to “contracts let for maintenance work.” If prevailing wage requirements apply, CONSULTANT shall pay not less than the general prevailing rate of per diem wages to appropriate trades covered under California Labor Code §§ 1720 et seq.

#### **Reporting Requirements**

CONSULTANT shall also comply with the reporting requirements of California Labor Code §§ 1720 et seq. by preparing a weekly report of all payrolls for all employees performing the above-referenced work and by submitting such weekly report to CITY. Payrolls shall contain the full name, address, and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The employee’s address and social security number need only appear on the first payroll on which the employee’s name appears. The payroll shall be accompanied by a “Statement of Compliance” signed by CONSULTANT or his/her authorized agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by this AGREEMENT. The “Statement of Compliance” shall be on forms furnished by CITY or on any form with identical wording. CONSULTANT shall also be responsible for submitting the weekly report(s) of all payrolls of any and all subconsultants.

☐ **Shipping / Delivery**

All shipments are FOB destination point (or Delivered Duty Paid (Incoterms 2020), if applicable) via common carrier to CITY’s physical location specified in Section 20 [Notices] above. CONSULTANT will arrange for coverage against risk of loss or damage while any purchased item(s) and/or equipment are in transit to CITY. Title and risk of loss pass to CITY only upon delivery to the CITY, and physical and legal acceptance by the CITY, pursuant to Uniform Commercial Code (“UCC”) § 2-326(1)(a) and § 2-327. CITY’s physical inspection of any item(s) and/or equipment do(es) not constitute physical and legal acceptance of such equipment. CITY may reject any item(s) or equipment that do(es) not match the item(s) or equipment listed in CONSULTANT’s quote or are damaged or non-functional upon receipt (Nonconforming Product) by providing CONTRACTOR written notice of rejection within ten (10) business days of receipt of the Nonconforming Product. Pursuant to UCC § 2-327, the return of any item(s) and/or equipment, or any part thereof, is at CONSULTANT’s risk and expense, but CITY must follow any reasonable instructions.

☐ **Miscellaneous**











# DOIT-1884-5-2025-CITY OF VACAVILLE- FIRST AMENDMENT
















Final Audit Report

2025-06-12

Created:	2025-05-12
By:	Kayta Scott (KRScott@SolanoCounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArYqh-SogOgCC0JRKvzEcbOEVAI2qoJs

## "DOIT-1884-5-2025-CITY OF VACAVILLE-FIRST AMENDMEN T" History

-  Document created by Kayta Scott (KRScott@SolanoCounty.gov)  
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-  Document emailed to Sean Grover (smgrover@solanocounty.gov) for approval  
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-  Document emailed to Timothy Flanagan (TPFlanagan@SolanoCounty.gov) for signature  
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-  Document e-signed by Megan Callaway (mjcallaway@solanocounty.gov)  
Signature Date: 2025-05-12 - 11:08:21 PM GMT - Time Source: server
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-  Document e-signed by Megan Richards (merichards@solanocounty.gov)  
Signature Date: 2025-06-03 - 5:21:01 PM GMT - Time Source: server
-  Document emailed to Alicia Draves (AMDraves@SolanoCounty.gov) for approval  
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-  Email viewed by Alicia Draves (AMDraves@SolanoCounty.gov)  
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2025-06-12 - 8:11:53 PM GMT

 Document e-signed by William Emlen (WFEmlen@SolanoCounty.gov)

Signature Date: 2025-06-12 - 8:12:24 PM GMT - Time Source: server

 Agreement completed.

2025-06-12 - 8:12:24 PM GMT