

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and BANYAN NETWORKS**

This First Amendment ("First Amendment") is entered into as of the 27th day of January, 2026, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Banyan Networks, ("Contractor").

1. Recitals

A. The parties entered into a contract dated September 29, 2025 (the "Contract"), in which Contractor agreed to provide Public Safety Communications Engineering Support.

B. This First Amendment represents an increase of \$551,400.00 to the Contract.

C. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$625,900.00

B. Scope of Work

Section 1 of Exhibit A is added to read with the Scope of Work attached and incorporated into this First Amendment as Exhibit A-1.

C. Budget.

Section 1 of Exhibit B is added to read with the attached Budget incorporated into this First Amendment as Exhibit B-1

3. Effectiveness of Contract.

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

BANYAN NETWORKS

By _____
Ian M. Goldberg
County Administrator

By 
Larry Dietrick
CEO

12/03/2025

APPROVED AS TO FORM

By 
Megan Callaway
Dep. County Counsel



BANYAN
NETWORKS

SOLANO COUNTY
PUBLIC SAFETY COMMUNICATIONS
ENGINEERING SUPPORT
AMENDMENT 1

Proposal Q20251062 v2.0

November 14, 2025

Prepared for:

Stewart Bruce

Regional IT Infrastructure and

Operations Manager

Prepared by:

Dave Swirsky

Vice President of Sales

(808) 256-7638

dswirsky@banyannetworks.com

November 11, 2025

Mr. Stewart Bruce
Solano County
Regional IT Infrastructure and Operations Manager

Subject: Public Safety Communications Engineering Contract Change Order 1 to Existing Contract

Dear Stewart,

Pacific Network Group, LLC, Banyan Networks (Banyan Networks), is pleased to present this amendment to expand our current engagement with Solano County under NASPO Public Safety Contract #00318.

This proposal reflects additional scope of work items to be performed and anticipated to be completed during calendar year 2026 as well as engineering efforts for Phase 2 of the P25 project.

Thank you for the opportunity to continue to help improve and enhance public safety communications with Solano County.

Sincerely,



Dave Swirsky
Vice President of Sales
(808) 256-7638 c
dsuirsky@banyannetworks.com

Scope of Work

Deliverables

Banyan Networks will provide a comprehensive set of deliverables to fulfill the following discreet engineering tasks.

A. Total Cost of Ownership (TCO) Analysis

Provide a comprehensive financial / operational model of lifecycle costs. The TCO study will be through 2031.

The analysis will include, but not be limited to:

- Shelters
- Towers
- HVAC
- Motorola SUA
- Microwave
- Routing
- DC Power Systems
- Leased Circuits
- Utilities
- Other Operations & Maintenance costs

B. Radio Shop Training Plan Development and Review

- Evaluate the current training roadmap. Banyan Networks will identify gaps and create a structured curriculum for the County radio technicians to be self-sufficient.
- This effort will involve also working with the key County vendors, especially Motorola Solutions, Aviat and Nokia Networks.

C. MPLS and Microwave Implementation and Contract Review

- Review and audit maintenance agreements, network topologies and network configurations.
- Will work closely with Nokia and Aviat and confirm work performed by Motorola Solutions.

D. Simulcast System Review and Conventional VHF System Decommissioning Plan

- Develop updated coverage maps for the simulcast system utilizing software such as EDX. This study will consider power level adjustments.

- This will involve working with Motorola Solutions to better understand their previous mapping baselines.
- Develop a structured plan to retire legacy the VHF system, including:
 - Inventory
 - Schedule
 - Cost justification.

Pricing

ITEM NO.	DESCRIPTION	PRICE
A	Total Cost of Ownership (TCO) Analysis	\$ 62,150
B	Radio Shop Training Plan Development and Review	\$ 6,550
C	MPLS Network & Microwave Implementation and Contract Review	\$ 12,100
D	Simulcast System Review and Conventional VHF System Decommissioning Plan	\$ 53,350

GRAND TOTAL \$ 134,150

Assumptions

- Payment terms are net 30 days upon presentation of an approved invoice.
- Invoicing is to be submitted monthly, based upon actual work performed in the preceding 30 days.

P25 Phase 2

ITEM NO.	DESCRIPTION	PRICE
DIXON & RIO VISTA		
1	Determine tower height and structural configuration	\$ 212,750
2	Conduct soil borings (by others)	
3	Design tower and shelter foundation	
4	Design shelter internal configuration/layout	
5	Design back up DC power and generator	
6	Determine overall site configuration, fencing, and road access	
7	Determine power feed and metering	
8	Determine backhaul (microwave, leased circuit, fiber)	
9	Verify RF coverage modeling	
10	Provide FCC licensing	
11	Evaluate wind turbine interference at Rio Vista	
RED TOP, KREGOR & WINTERS		
12	Determine antenna locations on existing tower	\$ 204,500
13	Design shelter and shelter foundation	
14	Design shelter internal configuration/layout	
15	Design back up DC power and generator	
16	Determine overall site configuration, fencing, and road access	
17	Determine power feed and metering	
18	Determine backhaul (microwave, leased circuit, fiber)	
19	Verify RF coverage modeling	
20	Provide FCC licensing	

GRAND TOTAL \$ 417,250

Other Services Required

- Land survey of all five sites to determine shelter location and tower location at Rio Vista and Dixon.
- Licensed Civil Engineer for site layout.
- Soil borings at Rio Vista and Dixon tower locations.
- Geotechnical engineer's report based on soil borings to be used for tower foundation design.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Pricing

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GRAND TOTAL \$ 417,250

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.



County of Solano Standard Contract

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

BUDGET ACCOUNT:
1884

SUBOBJECT ACCOUNT:
2236

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

Banyan Networks

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

September 8, 2025 through September 14, 2026

3. The maximum amount of this Contract is:

\$ 74,500.00

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 B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D - Special Terms and Conditions

This Contract is made on September 29, 2025.

CONTRACTOR	COUNTY OF SOLANO
Banyan Networks CONTRACTOR'S NAME	 William Emlen (Sep 29, 2025 16:03:13 PDT) 09/29/2025 AUTHORIZED SIGNATURE
<u>Larry Dietrick</u> <small>Larry Dietrick (Sep 12, 2025 11:18:18 CDT)</small> SIGNATURE	County Administrator TITLE 675 Texas Street, Suite 6500 ADDRESS
Larry Dietrick, President PRINTED NAME AND TITLE	Fairfield CA 94533 CITY STATE ZIP CODE
1150 N. Nimitz Highway, Unit 6 ADDRESS	Approved as to Content:  Timothy Flanagan (Sep 25, 2025 10:23:33 PDT) 09/25/2025 DEPARTMENT HEAD OR DESIGNEE
Honolulu HI 96817 CITY STATE ZIP CODE	Approved as to Form:  Megan Callaway, Deputy (Sep 25, 2025 10:28:50 PDT) 09/25/2025 COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Pacific Network Group, LLC, dba Banyan Networks will provide public safety communications consulting services to Solano County. Banyan Networks' qualifications and proposal follows.

1. Abilities, Qualifications, and Experience

Banyan Networks offers a wide variety of consulting services to our clients. From P25 LMR system assessment, procurement, design, implementation, and testing ensuring successful completion of projects on time and within budget, Banyan Networks would be proud to provide our services to Solano County, California.

A. Service Offerings

Banyan Networks has provided a wide variety of consulting services to our clients, including the following:

1. Assessment of existing LMR systems including needs assessments, equipment inventory, life cycle assessment of existing equipment with an eye towards technical upgrades and expansion of coverage.
2. Development of RFP documents for procurement of new P25 LMR systems including backhaul design, reliability analysis, coverage mapping, site selection and vendor proposal solicitation.
3. Assisting clients with proposal evaluations and vendor selection, including technical assessment of offerings, pricing evaluation and contract negotiations. Attend Project Management meetings and conference calls as may be necessary.
4. Project management of P25 system deployments on behalf of the customer, including vendor oversight related to overall project performance including schedule and budget adherence, inspection of vendor installations, witnessing and approval of acceptance testing, and document review and approval.
5. In addition to providing P25 LMR consulting on a project wide basis, Banyan also provides the following discreet services to our clients:
 - a. Backhaul assessment and design on a link-by-link or systemwide basis for microwave, fiber, leased circuits and satellite connectivity.
 - b. Network design including MPLS design and deployment.
 - c. Site development including site layout, site civil and electrical drawings and specification development.
 - d. Communication tower structural analysis and design.
 - e. Communication shelter assessment and design.
6. Provide technical advice and assistance to clients.

7. Track project action items and expediting their completion.
8. Assist in the preparation of materials and the formal presentations relative to the P25 LMR System to other stakeholders when appropriate.

2. Working in California and NASPO

Pacific Network Group, LLC dba Banyan Networks is currently working with CALOES as well as Sacramento County under NASPO contract Number 00318 as a reseller and services provider for Nokia Networks.

Banyan Networks personnel are located in Hawaii and Chicago, IL and frequently travel for projects, including California.

3. General Experience and Past Performance

Below is a representative list of projects that Banyan Networks has either successfully completed on-time and on-budget in the past 5 years or are nearing completion.

The projects are a blend of engineering, system integration, managed services, and consulting.

- County of Hawaii IP Backhaul – Engineering and System Integration
- County of Hawaii DWDM Fiber Management – Engineering and System Integration
- AT&T Government Solutions Microwave and MPLS Network – Engineering and System Integration
- County of Hawaii Police Department – Video Surveillance System Maintenance
- County of Hawaii Civil Defense – Comprehensive Microwave Maintenance
- County of Hawaii Department of Information Technology – Comprehensive Network Maintenance
- County of Maui Department of Information Technology – Managed Services
- Docomo Pacific in Saipan – Tower Assessment and Structural Analysis
- Hawaiian Electric Company – Tower Assessment and Structural Analysis
- County of Hawaii – Tower Assessment and Structural Analysis
- City of South Lake Tahoe – Public Safety Radio System Assessment and RFP Design
- County of Kauai – Shelter Replacement Consulting
- Government of Guam – Public Safety Radio System Assessment, RFP Design and Project Management
- City and County of Honolulu – P25 System Project Oversight

4. Past Performance and References

Government of Guam, Hagatna, Guam		
Project Title	Consulting Services for Interoperable Communications Land Mobile Radio (LMR) System Upgrade	
Duration	2022 – Present	

Banyan Consultants	Larry Dietrick, Senior Consultant Bryan Solomon, Project Consultant
Location	Guam Police Department, 13-16A Mariner Drive, Tiyan, Guam
Contact	Leigh Pereda, Special Projects Coordinator (671) 483-4889, leigh.pereda@gpd.guam.gov

The Government of Guam trusted Banyan Networks to be their consultant in developing and managing their new P25 Public Safety Radio System upgrade from concept through system acceptance.

With a land area of 212 square miles, a population of 150,000 and a significant US military presence, the island of Guam needed an upgrade to their outdated analog LMR system. The challenges of implementing an island-wide LMR system in Guam is complicated by the islands' varied terrain and tropical microclimates including rain forests, mountainous terrain, and coastal plains, along with urban and rural populated areas. In addition, Guam's remote location in the western Pacific that is subject to extreme environmental conditions such as frequent tropical storms, emphasizes the need for a reliable and redundant public safety communication system. Banyan Networks' direct experience in the Hawaiian Islands and Guam underscores our understanding of the importance of designing and building resilient public safety grade communication systems.

Project Approach

Banyan Networks was hired by the Government of Guam (GovGuam) early in the process of determining the best solution for upgrading the communications system utilized by all GovGuam departments, including police, fire, civil defense, public works, Guam International Airport, National Guard, Department of Corrections, Department of Education and others.

A critical element required by the GovGuam was the need to implement a new system with 95%+ coverage of the island for all users. Equally critical was the ability for all departments, especially public safety entities, to be able to communicate across departments during emergencies.

- To help build the RFP, Banyan Networks conducted extensive interviews with key stakeholders, each having different needs and requirements. These departments included:
 - Police Department
 - Fire Department
 - Guam International Airport
 - Department of Corrections
 - Department of Education
 - Public Works
- After performing a needs assessment based upon the user interviews, Banyan Networks developed a comprehensive RFP including all technical specifications and coverage requirements for the new P25 radio system.
- Simultaneously, Banyan Networks worked with the GovGuam to provide a comprehensive cost estimate for the new P25 system and assisted the Police Department in presentations to the Governor of Guam and her staff.
- Banyan Networks assisted GovGuam in issuing the initial RFP, conducted site walks, responded to various vendor questions related to the RFP, and evaluated the vendor proposals for compliance with the specifications.
- Banyan Networks then proceeded to assist GovGuam in negotiation of the vendor contract resulting in the award of a contract in excess of \$12m.

- Upon completing vendor negotiations and contract execution, Banyan Networks' responsibility has recently shifted to that of Project Manager overseeing implementation, testing and acceptance of the new system. Initial system acceptance is expected in 2026.

County of Hawaii, Hilo, HI		
Project Title	P25 Public Safety Radio System Consulting	
Duration	2010 – 2024	
Lead Consultant	Larry Dietrick	
Location	349 Kapiolani Street, Hilo, HI 96720	
Contact	Scott Uehara, Radio System Manager (808) 937-2182, Uehara.Scott@hawaiicounty.gov	

The County of Hawaii trusted Banyan Networks to be their consultant in developing and managing their new P25 Public Safety Radio System from concept through system acceptance.

The County of Hawaii represents the largest and most varied terrain within the State of Hawaii. The residents and government employees have learned to live with some of the most dangerous natural threats known to man. They must be ready on any given day to deal with tsunamis, earthquakes, hurricanes, and lava flows. This makes their public safety radio system an extremely critical piece of infrastructure.

Project Approach

Banyan Networks was hired by the County of Hawaii early in the process of determining the best solution for upgrading the communications system utilized by all County departments, including police, fire, civil defense, public works, mass transit, water supply and solid waste management.

A critical element required by the County was the need to implement a new system with 95%+ coverage of the County for all users. Equally critical was the ability for all departments, especially public safety entities, to be able to communicate across departments during emergencies.

- To help build the original RFI, Banyan Networks conducted extensive interviews with key stakeholders, each having different needs and requirements. These departments included:
 - Police Department
 - Fire Department
 - Civil Defense
 - Environmental Management
 - Water Department
 - Public Works
 - Mass Transit
- After performing a needs assessment based upon the user interviews, Banyan Networks developed a comprehensive RFP including all technical specifications and coverage requirements for the new P25 radio system.
- Simultaneously, Banyan Networks worked with the County of Hawaii to provide a comprehensive cost estimate for the new P25 system and assisted the Police Department and Civil Defense in presentations to the County Council to justify issuance of a bond for the project.

- Upon approval of the bond, Banyan Networks assisted the County in issuing the initial RFP, conducted site walks, responded to various vendor questions related to the RFP, and evaluated the vendor proposals for compliance with the specifications.
- Banyan Networks then proceeded to negotiate the vendor contract on behalf of the County of Hawaii, resulting in the award of a contract in excess of \$20m.
- Banyan Networks acted on behalf of the County with significant negotiations with the FCC to obtain a narrowbanding waiver extension for the existing system.
- Upon completing vendor negotiations and contract execution, Banyan Networks' responsibility shifted to that of Project Manager overseeing implementation, testing and acceptance of the new system. Initial system acceptance was completed in early 2017.
- Banyan Networks then continued assisting the County with Phase 2 of the project which included development of two new radio sites, including site acquisition, site design, construction oversight and equipment installation. Phase 2 was completed in 2024.

Additional County of Hawaii Projects

- Wireless Video Surveillance System Design, Implementation and Maintenance
- MPLS Data Network Design and Implementation
- Microwave Backhaul Ring Design and Implementation
- DWDM Fiber management Implementation
- System-wide DC Power upgrades
- Comprehensive maintenance of the DWDM, MPLS, Microwave, and LMR networks

The City and County of Honolulu, HI		
Project Title	P25 Public Safety Radio System Consulting	
Duration	2015 – 2020	
Lead Consultant	John Clay	
Location	650 South King St, Honolulu, HI 96813	
Contact	Tony Velasco, Department of Information Technology (808) 768-7888, tvelasco@honolulu.gov	

The City and County of Honolulu hired Banyan Networks to be their consultant in managing and overseeing their new P25 Public Radio System implementation.

The City and County of Honolulu has nearly 80% of the population of the entire state of Hawaii, not to mention a very transient and large tourist population. The very nature of a large tourism-driven economy places major stress on Hawaii's first responders. For this reason, their Public Safety radio system must perform at optimum efficiency and performance at all times.

The previous radio system deployment was fraught with cost overruns and management issues. Banyan Networks is very proud to have been chosen as the consultant for this extremely high-profile project in a city of nearly 1 million residents.

Project Approach

Banyan Networks' role as consultant for the City and County of Honolulu included providing review and oversight of all project activities from vendor evaluation and selection to full system implementation and acceptance.

- Provide technical support and oversight for the new P25 Radio System Request for Proposal (RFP) Process
- Provide vendor evaluation including on-site assessment of vendor facilities and evaluation of each vendor's offering.
- Assist in negotiation of contract with the selected vendor.
- Oversee all vendor design activities, including comprehensive review of vendor system design for specification compliance.
- Provide radio system manufacturing and system installation oversight.
- Develop User Agency transition plans.
- Provide comprehensive project management through all phases of the radio system design, acquisition and implementation phase including schedule coordination.
- Oversee all installation activities as well as system testing and acceptance.
- Project Closeout Documentation.

City of South Lake Tahoe		
Project Title	Public Safety Communication System Consulting	 CITY OF SOUTH LAKE TAHOE
Duration	2017 – 2021	
Lead Consultant	Larry Dietrick	
Location	1252 Ski Run Blvd South Lake Tahoe, CA 96150	
Contact	David Stephenson, Former Chief of Police (530) 542-6122, dstevenson@cityofslt.us	

This engagement with the City of South Lake Tahoe was conducted under our previous structure, which was named Scientel Solutions.

The City of South Lake Tahoe has unique challenges when it comes to designing a public safety radio system. While the permanent population remains relatively small at approximately 22,000 residents, the transient population can rise to well above 100,000 for holiday weekends or winter events. The City's main issues that we assisted them in addressing were:

- Coverage Deficiencies
- Out of Date Systems
- Interoperability
- Unreliable backhaul

Project Approach

In 2017, through a competitive RFP process, the City of South Lake Tahoe selected Banyan Networks to perform and assessment of their current public safety radio system and associated infrastructure. This assessment was completed on time and on budget.

The assessment consisted of two phases.

Phase 1 – Assessment

Phase 1 involved a complete system assessment, including all equipment, infrastructure, policies, procedures, and staffing. This phase was conducted through a series of site visits, online surveys, and on-site stakeholder interviews. Banyan Networks conducted a comprehensive assessment of the existing system including the following tasks:

- Inspection and documentation of all existing radio sites
- Inventory of all equipment and infrastructure
- Research into locating alternative sites to improve overall coverage.
 - Assessment of interoperability functions with neighboring State and local agencies
 - Interviews with key stakeholders to assess current system strengths and weaknesses

- Assessment of existing dispatch operations
- In field RF measurements to determine current coverage gaps.
- The Phase 1 deliverable consisted of an in-depth report containing all findings and listing of our recommendations to address the issues identified by both the City and Banyan Networks. The report recommended that the City proceed with procurement of a new radio system due to the age and deficiencies noted in the study.
- The culmination of Phase 1 was a formal presentation to the Mayor, City Council and the public, with recommendations and a cost estimate for procurement of a new radio system.
- Our recommendations were accepted, and Banyan Networks was contracted for Phase 2 – RFP development.

Phase 2 – Recommendations, RFP Development and Vendor Negotiations

- Banyan Networks was contracted to design and write an RFP for procurement of a new radio system involving the following:
 - Evaluation of available frequencies for a new system
 - Assessment of interoperability with Eldorado County and CalFire
 - Design of a new radio system with new sites to provide >95% coverage to the City of South Lake Tahoe, including RF prediction plots and in field measurement of RF propagation.
 - Development of a project timeline for implementation of the new radio system
 - Development of a scoring criteria for RFP responders
 - Participate in Pre-bid conference and site walks with prospective bidders.
 - Respond to RFP questions from bidders
 - Evaluation of vendor proposal submittals including Best and Final offers.
 - Conduct scoring exercise of submitted proposals with the South Lake Tahoe radio committee
 - Assist the City in selection of the successful vendor and contract negotiations.

5. Available Resources

Banyan Networks resources are comprised of a premier team of people including specialists in telecommunications, IT infrastructure design and deployment, system integration, critical infrastructure network design, project management, and network operations. Our team will work with your team to complete a comprehensive communications study to meet the core requirements of your vision, while maximizing future benefits.

Projected Team Members

- Larry Dietrick – Executive Consultant (Chicago)
- Bryan Solomon – Project Consultant (Chicago)
- Dan Kodama – Senior RF Engineer (Hawaii)
- Scott Snopek – Senior Microwave Engineer (Chicago)
- Brian Peres – Vice President of Engineering (Chicago)
- Stuart Miyasato – P25 Field Technician (Hawaii)

Larry Dietrick – Executive Consultant

- Mr. Dietrick is responsible for the strategic leadership of Banyan Networks in the Hawaii market with a focus on expanding Banyan Networks' consulting offering to public safety clients throughout the state. He is a licensed Professional Engineer in Hawaii and three other states. Mr. Dietrick has over 30 years of experience in the wireless telecommunications industry. He is responsible for strategic direction and management of Banyan Networks' broadband wireless business. A seasoned entrepreneur, he has proven leadership capabilities and an adeptness at identifying business opportunities and developing them into successful operations with minimal resources. Mr. Dietrick has extensive consulting and operational experience in the engineering and telecommunications industry.
- He has over twenty years' experience in the Hawaii market working on various public safety communications projects including LMR consulting for Hawaii County and City and County of Honolulu, LMR and microwave network engineering and wireless system deployments for county-wide projects in Maui County and Hawaii County.
- Mr. Dietrick is responsible for the strategic leadership of Banyan Networks with a focus on expanding Banyan Networks' consulting offering to public safety clients nationwide. He is a licensed Professional Engineer in six states.
- Mr. Dietrick most recently performed as the Lead Senior Consultant for the Government of Guam LMR Radio System Assessment and Upgrade.
- In Mr. Dietrick's role for the Government of Guam Consulting engagement, he was responsible for leading the Guam Police Department and the Banyan Networks team through a very similar process to the one being contemplated by American Samoa.
- The Scope of work for the Government of Guam project was as follows:
 - Phase 1: Information Gathering and Design
 - Developed Island-wide communication plan.
 - Performed Site assessments and published Site Conditions Report
 - Performed Island-wide resource assessment and published Resource Evaluation Report.
 - Conducted stakeholder surveys and interviews, and published User Requirements Document
 - Developed Alternative Technology Report
 - Developed Radio Interoperability Roadmap
 - Developed Conceptual Design Document
 - Phase 2: RFP Design and Release for Bid
 - Based on results from Phase 1, developed detailed Radio Network Design document
 - Developed all System Specification documents
 - Created RFP Documents including final specifications
 - Request for Proposal Issued – including individual SOWs for each site.
 - Performed proposal evaluations and issued Notification of Intent to Award
 - Conducted contract negotiations on behalf of the Government of Guam.
 - Structural analysis of all existing towers for new antenna loading.
 - Phase 3: System Implementation: Oversight and Project Management of the radio vendor system implementation including the following:
 - Conducting weekly conference calls and monthly on-site project meetings
 - Review of radio vendor submittals for approval
 - Monitoring of vendor progress against published project schedule
 - Witness and verification of factory acceptance test

- Inspection of radio vendor installations including site civil work, base station installation, antenna, and transmission line installation.
- Development of fleetmapping with Government of Guam departments and radio vendor.
- Review and approval of User Training program.
- Review and approval of Radio System Maintenance and Operation Plan
- Project Closeout Documentation Delivered (Written and Digital Copies)
- RFP award to the selected radio vendor was completed in 2024. Current activities include oversight and monitoring of vendor activities to ensure contractual compliance with expected system completion in 2026.

Bryan Solomon – Project Consultant

- Mr. Solomon most recently performed as the Project Coordinator for the Government of Guam LMR Radio System Assessment and Upgrade. In this role he was responsible for the following activities:
 - Conducting on-island interviews of current users and stakeholders.
 - Conducting site assessment of existing Guam radio sites.
 - Assisting Banyan engineers in developing a comprehensive radio system design including coverage analysis and redundant backhaul design.
 - Assisting in development of the initial Needs Analysis report based on assessment of the existing radio system.
 - Assisting in development of the new LMR radio system RFP for issuance to vendors, including design and specifications, cost estimate, and schedule development.
 - Assisting in evaluation of radio vendor proposals.
- In Mr. Solomon's role for the Government of Guam Consulting engagement, he is currently responsible for oversight of the radio vendor's project implementation on behalf of the Guam Police Department, including the following:
 - Review of vendor Detailed Design Document for approval.
 - Participating in factory acceptance testing.
 - Oversight and inspection of site civil improvements including shelters, generators, power supplies and fencing.
 - Oversight of new system installation, including inspection and acceptance of vendors field work.
 - Participating in drive-testing for coverage verification.
 - Oversight of system final acceptance.
- Prior to joining Banyan Networks, he served 6-½ years in the United States Army as a 68W Combat Medical Specialist. He was a Non-Commissioned Officer in Charge (NCOIC), DiRaimondo Clinic, 3rd Armored Brigade, 4th ID.
- As a Nationally Certified Emergency Medical Technician, he was directly responsible for the service and maintenance of United States Army Forces Command (FORSCOM) medical treatment facility including supply management, equipment servicing and staffing in support of the medical readiness of more than 5,500 United States Army Soldiers.
 - Performed duties of a Brigade Nurse [duties typically assigned to a Commissioned Officer of the rank of Captain (O-3)] as a case manager to track testing, notification, and recovery of positive COVID cases using Microsoft Office applications
 - Created a trend report analysis of all patient encounters to identify systemic injuries and illness

- Provided emergency medical treatment and limited primary care in a variety of operational settings from the point of injury or illness through the continuum of military health care
- Rated in top 25% of Non-Commissioned Officers. Recommended to promote ahead of peers. (Non-Commissioned Officer Evaluation Report, NCOER)
- Senior Medic Non-Commissioned Officer, 4-10 Cavalry, 3rd Armored Brigade, 4th Infantry Division (ID).

Dan Kodama – Senior RF Engineer

- Electrical Engineer with specialization in wireless networks. Established background in RF Design, Field Deployment, Site Surveys, RF Propagation Analysis, Path Profile Analysis, Interference Analysis, Frequency Planning, Network Optimization, Testing and Troubleshooting.
- EDUCATIONAL BACKGROUND
 - Bachelor of Science in Electrical Engineering, University of Hawaii at Manoa (1991)
- TECHNOLOGIES, COMPETENCIES, SKILLS
 - IS-136 TDMA, IS-2000 CDMA, LTE wireless networks, Distributed Antenna Systems (DAS), Nokia Wavence microwave systems, Motorola ASTRO P25, Motorola TRBO, Axis network video systems, PTP, PMP, Mesh wireless networks (Cambium, Freewave, Firetide, Silver Springs, RAD)
 - Certifications: Nokia (Wavence Installation and Test Technician, NRS-I), EDX, Mentum Planet, Pathloss 5, CETa, Axis Certified Professional, OSHA-10, CCNA, Cambium PTP and PTMP, Dragonwave
 - License: State of Hawaii C-15b RME – CT-37174
- PROJECT EXPERIENCE
 - City of South Lake Tahoe, CA
 - Lead RF Design Engineer
 - Predictive coverage mapping, field testing, conceptual design, signal strength verification
 - Worked closely with the customer on coverage and performance needs and concerns with the current system
 - Complete RF design of new P25 LMR network as the baseline for prospective vendors. This was the base design used in the RFP.
 - Backhaul Design
 - AT&T Government Solutions (Nokia Wavence 19 Microwave Network Upgrade)
 - Implemented, managed, configured, and tested a Wavence 19 radio network system upgrade (5 sites, 4 links) on Oahu.
 - Hawaiian Telcom (Nokia Wavence Microwave Radio Link Upgrade)
 - Implemented, managed, configured and tested a Wavence 19 radio link upgrade between Hana, Maui and Huehue Ranch, Hawaii.
 - Board of Water Supply, Honolulu, HI (Wireless Network Audit and Analysis)
 - Completed a system audit of the existing wireless network to support the video surveillance system.
 - Cambium, Firetide and Dragonwave RF network performance analysis
 - Completed a lifecycle assessment report with recommended network improvement options and upgrades
 - Completed a feasibility assessment for future applications
 - Hawaiian Electric Company, Honolulu, HI (PMP, Mesh and LMR Systems)

- Implemented, managed, and optimized a 900 MHz SCADA wireless network for the Island of Oahu
- Implemented a pilot Silver Springs Network wireless mesh smart grid network
- Assisted with implementation, upgrade, and testing of a VHF LMR system on Oahu
- Provided coverage analysis of an existing VHF Low Band LMR system and provided a high-level network design for a VHF High Band replacement LMR system on the Island of Hawaii.
- Implemented, managed, configured and optimized a UHF LMR system on Oahu. Optimized the subscriber fleet mapping and system configuration.
- Mobi PCS, Honolulu, HI (Nortel Greenfield RF Network)
 - Designed, implemented, operated, and optimized a Greenfield IS-2000 1XRTT/EVDO CDMA RF network for the Islands of Oahu, Maui, Molokai, Hawaii, and Kauai. The 165 site Mobi PCS network supported over 60,000 subscribers with dropped call rates below 1% and access failure rate less than 0.5% GOS.

Scott Snopek – Senior Microwave Engineer

- Summary
 - Seasoned System Engineer with focus on microwave communications and telecom networks
 - Qualified and experienced in microwave network and path design, RF engineering and project management
 - Performed terrain analysis land ownership research, field reconnaissance, site design and general site acquisition activities
 - Engineered and managed proposal effort that won \$90M contract for E Plus network in Germany
 - Designed and built specialized transmitters and receivers for Low Latency microwave applications
- Education
 - Bachelor of Science Degree in Electronic Engineering and Technology-DeVry University, Chicago, IL (1982)
 - Associate of Applied Science Degree in Electronic Engineering and Technology-DeVry University, Chicago, IL (1981)
 - Maine West High School, Des Plaines, IL (1979)
- Licensing and Certifications
 - FCC General Radiotelephone Operator's License, (Issued 1985)
- Trained and certified on the following equipment
 - Nokia Wavence
 - Aviat Eclipse
 - E-Band Communications
 - fSona Free-Space Optics
 - SIAE ALFO and ALFOPLUS
 - Mini Proteus AMT
- Qualifications
 - Performed Systems Engineering and other required duties for over 35 years. Responsibilities included FCC frequency licensing, Systems Engineering, Systems Integration, Systems Test, Telecommunications Systems Engineering,

Surveillance Engineering and marketing. Familiar in ISO 9000 manufacturing environment.

- Either led or was part of focused sales efforts winning two statewide microwave communication system contracts (DE and VA) worth in excess of \$15M.
- Developed resources and business plan for an internal group that performs field path and site surveys for microwave communications paths.
- Led proposal teams that won several major international and domestic contracts including the E1 Project in Germany (\$30M), Salt River Project (\$9M) and Ohio Turnpike (\$8M).
- Organized and led team that developed Windows based automated quotation system to support sales and provide quick and accurate margin analysis.
- Solely responsible for concept and led a team in the development, design and implementation of an automated quotation system that meshed cost information from a UNIX based business system with a Microsoft Windows based quotation system which enabled fast and accurate quotation margin analysis.
- Surveyed and developed recovery plan for the Kuwaiti Ministry of Interior communications network that was damaged or destroyed during the Iraqi invasion and after Desert Storm.
- Installed and maintained various parts of the MCI communications network which included fiber optics, microwave radio, computer systems, power systems and other supporting elements.
- Developed and implemented procedures and a team to focus on internal service issues across the MCI network and implement appropriate resolutions.

- Employment
 - Banyan Networks
 - System Engineering, Telecommunications System Engineering, Systems Integration, and frequency licensing.
 - Scientel Solutions
 - System Engineering, Telecommunications System Engineering, Systems Integration and frequency licensing.
 - Self-Employed, Communications Consultant
 - Provided consulting services on a variety of projects, including assisting in identifying, capturing, and servicing 2 GHz relocation business; maintaining certain key customers and large projects; and acting as on-site Program Manager in support of a New York Statewide Communications System proposal effort.
 - Microwave Networks Incorporated (MNI), Sr. Program Manager
 - Worked closely with the Sales organization to develop and implement targeted sales efforts (proposals, presentations, purchasing contracts, etc.). Maintained certain key customer projects, relationships, and programs.
 - Marconi, Program Manager
 - Tellabs, Marketing Manager, EMS Products
 - Harris Corporation, Sales Support Engineer, Proposal Manager
 - California Microwave, System Engineering Manager, Senior Systems Engineer
 - Metropolitan Fiber Systems, Senior Network Operations Control Center Technician
 - MCI, Senior Microwave Field Engineer, Senior Network Surveillance Engineer, Switching Specialist II
 - Motorola- Pager Warranty Division, Bench Technician and Quality Control Engineer

- Specialized Training
 - Leadership Effectiveness Training, “Seven Habits of Highly Effective People”, Presentation Skills Training
 - Member of National Association of Home Inspectors (NAHI)
 - Motorola Point to Point Wireless Solutions Group Technical Training
- Affiliations/Honors
 - Bell and Howell Full Tuition Scholarship for BSEET Program at DeVry University (1979)
 - MCI Outstanding Achievement Award (1988)
 - Harris Corporation “Quality First” Outstanding Achievement Award (1998)
 - Scientel Outstanding Achievement Award in Engineering (2009-2012)

Brian Peres – Vice President of Engineering

- Field Network Engineer with 20+ years’ experience testing, designing, and deploying data networks including Cellular, VoIP, Wi-Fi, Microwave, LMR, IP, and MPLS technologies. Experience in field deployment has provided insight into all types of environments, and hands on experience in real world scenarios in locations all over the globe. This background provides insight to accurately design and implement data network solutions to custom fit any customer’s needs.
- RESPONSIBILITIES
 - Driving Project Completion
 - Review and respond to customer requirements
 - Designing and optimizing IP, MPLS, Wi-Fi, and MESH wireless networks
 - Troubleshooting and analysis for wired and wireless network solutions
 - Managing installation and testing crews
 - Commissioning, provisioning, and configuring equipment
 - Monitor and manage customer networks
 - Customer consulting
 - Customer Training
- TECHNOLOGIES, COMPETENCIES, SKILLS
 - L2 and L3 networks including MPLS, 802.11 a/b/g/n, LTE, WiMAX, iDEN cellular networks; Alcatel Lucent Switches; Nokia Routing, and Management systems focusing on MPLS including 7705 SAR, 7750 SR, 7710 SR, 7210 SAS, Nokia Services Platform (NSP); Nokia Microwave systems including MDR-8000 and MPR-9500; Motorola ASTRO25; Juniper Routing equipment including MX5 and MX40; Motorola wireless systems including AP7131, AP7181, AP7161, WiNG4, WiNG5, RFS6000, Canopy PTP; Microsoft Visio, Server (2003/2008), Office; Solaris; Linux, Mikrotik, Axis Access Control systems, Mobotix Video Solutions.
 - Certifications: Nokia (NRS-II, NRS-I, MPLS, Interior Routing Protocols, Services Architecture), 7705/7750, TSM; Cisco CCNA; Motorola WLAN, MESH, ASTRO25 Master Site Maintenance, P25 Network Professional; OSHA-10; Aviat ProVision; CompTIA Network+,
- PROJECT EXPERIENCE
 - County of Maui PD, HI (Alcatel Lucent Multiple Island Shared MPLS Backhaul)
 - Audit and re-design of original MPLS system using 7705 SAR, 7750 SR, 5620 SAM servers
 - Design and deployment of network expansions
 - Testing and troubleshooting end to end network
 - Commissioning, provisioning, and configuring equipment

- Consulting for firewalls, wireless, network security, and other network related items
- County of Maui IT, HI (Alcatel Lucent Enterprise and Nokia Multiple Island Shared MPLS Backhaul)
 - Monitoring and management of the L2 and L3 network
 - Design and deployment of network expansions
 - Testing and troubleshooting end to end network
 - Commissioning, provisioning, and configuring equipment
 - Providing training to local individuals
 - Consulting for firewalls, wireless, network security, and other network related items
- County of Hawaii, HI (Cisco and Nokia MPLS Backhaul Network)
 - Audit and configuration of MPLS 7705 SAR, 7750 SR, 7210 SAS, and 5620 SAM servers
 - Audit of Cisco L2 and L3 network
 - Consulting for firewalls, network security, and other network related items
 - Providing training to local individuals
- Fort Worth Regional Radio System (FWRRS) (Nokia MPLS Backhaul Network)
 - Design and deployment of the MPLS backhaul
 - Testing and troubleshooting end to end network
 - Commissioning, provisioning, and configuring equipment
 - Monitoring and management of the MPLS/Microwave backhaul
- City of Austin, TX (Juniper MPLS Backhaul Network)
 - Design and Optimization of Juniper MX5 MPLS routers
 - Commissioning, provisioning, and configuring equipment
- Bureau of Reclamation, WY (Alcatel Lucent Microwave Backhaul Network)
 - Completed configuration of 6220 switches
 - Testing and troubleshooting end to end network
 - Provided training to local support staff and customer
- Network Management/Support
 - Maui County MPLS Backhaul Network
 - Ft. Worth city-wide MESH
 - Lewis University Wi-Fi
 - LTE Network Backhaul Design
- EDUCATIONAL BACKGROUND
 - Bachelor of Science in Computer Engineering, Iowa State University, - May 2001
 - United States Army Reserves, MOS 92A/77W/52D, 1995-2001

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide Contractor with access to employees in order to distribute survey.
2. Schedule and coordinate Board of Supervisors, Department Head and staff meetings.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Total Price for Public Safety Communications Consulting shall be a fixed, not to exceed amount of \$74,500, payable as follows:

BANYAN NETWORKS ROLE	HOURLY RATES
Lead Consultant	\$ 195
RF & Network Engineer	\$ 155
Structural Engineer	\$ 155
P25 Field Technician	\$ 115
Project Consultant	\$ 110
CAD / Admin	\$ 70

In addition, Contractor shall be entitled to reasonable travel reimbursement, payable upon submission of a detailed invoice indicating dates and purpose of travel. Mileage reimbursement shall be calculated using current IRS rates.

Total Compensation under this Contract shall be \$74,500.

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: (Including operations, products and completed operations.)	\$2,000,000	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:	\$1,000,000	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 "Ant-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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

Exhibit C, Section 4C, Termination shall be amended as follows:

C. Following termination, County will pay Contractor for: (a) all work performed in good faith and unpaid through the date of termination and (b) Contractor's expenditures made in good faith that are unpaid at the time of termination, not to exceed the maximum amount payable under this Contract, provided that if Contractor is in default of this Contract at the time of termination, such payment to Contractor shall be reduced by the sum of: (a) the amount, if any, by which County's cost of having the work under this Contract completed following termination exceeds the difference between: (i) the maximum amount payable under this Contract and (ii) the amount already paid by County to Contractor under this Contract at the time of termination; and (b) County's other direct and incidental damages, if any, resulting from Contractor's default.

2. DEFAULT

Exhibit C, Section 9B, Default shall be amended as follows:

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 in the event of Contractor's failure to cure default within the specified period of time.

Exhibit C, Section 9C, Default shall be deleted in its entirety.

3. INDEMNIFICATION

Exhibit C, Section 10, Indemnification shall be amended as follows:

10. Mutual Indemnification

A. Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including reasonable attorneys' fees and reasonable witness costs) (collectively, "Losses") asserted against, incurred by, or suffered by such indemnified party as a result of a third-party claim, action, suit, or proceeding resulting from (a) such indemnifying party's breach of this agreement, or (b) any negligent or reckless act or omission or willful misconduct of such indemnifying party. Such indemnifying party's obligations under this Section 10 shall not apply to the extent that such Losses asserted against, incurred by, or suffered by such indemnified party result

from the negligent or reckless acts or omissions or willful misconduct of such indemnified party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

B. *Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. Contractor's and County's obligations under this indemnification clause shall apply regardless if any insurance is applicable or not.*

4. INDEPENDENT CONTRACTOR

Exhibit C, Section 11H, Independent Contractor shall be amended as follows:

H. *As an independent contractor, Contractor shall indemnify and hold County harmless from any liability that County may incur as a result of any contention by a third party employed by Contractor that an employer-employee relationship exists under this Contract.*

5. RESPONSIBILITIES OF CONTRACTOR

Exhibit C, Section 12C.3, Responsibilities of Contractor shall be amended as follows:

C. *To fully comply with the terms and conditions of this Contract, Contractor shall:*
(3) *Submit monthly reimbursement claims for expenditures made in good faith under this Contract;*

6. CONFIDENTIALITY

Exhibit C, Section 14C, Confidentiality shall be amended as follows:

C. *Contractor shall promptly transmit to County all requests for disclosure of client-identifying information.*

Exhibit C, Section 14D, Confidentiality shall be amended as follows:

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

7. SUBCONTRACTOR AND ASSIGNMENT

Exhibit C, Section 21A, Subcontractor and Assignment shall be deleted in its entirety.

Exhibit C, Section 21B, Subcontractor and Assignment shall be amended as follows:

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. Such prior written consent or prior written approval shall not be unreasonably withheld

8. UNFORESEEN CIRCUMSTANCES

Exhibit C, Section 22, Unforeseen Circumstances shall be amended as follows:

Contractor is not responsible for any delay, or any resulting inability to perform the work under this Contract in a timely manner, that is 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.

9. NOTICE

Exhibit C, Section 24, Notice shall be amended as follows:

- A. *Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by certified mail, return receipt requested, postage prepaid, 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 certified mailing or the date of delivery reflected upon the return receipt, whichever occurs first.*

10. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

Exhibit C, Section 26A, County's Obligation Subject to Availability of Funds shall be amended as follows:

- A. *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 or offer an amendment to this Contract reflecting the reduced funding. Contractor shall have the right in its sole discretion to terminate this Contract instead of accepting such amendment. The provisions of Section 26.B of this Contract shall apply to any such termination by Contractor.*

Exhibit C, Section 26B, County's Obligation Subject to Availability of Funds shall be amended as follows:

- B. *If the Contract is terminated for lack of appropriation of funds or because expected or actual funding is withdrawn, reduced or limited:*

- i. *The County will be liable only for payment in accordance with the terms of this Contract for services rendered through the effective date of termination and for Contractor's expenditures made in good faith through 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.*

Exhibit C, Section 26D, County's Obligation Subject to Availability of Funds is deleted in its entirety.

11. CONFLICTS IN THE CONTRACT DOCUMENTS

Exhibit C, Section 31, Conflicts in the Contract Documents shall be deleted in its entirety.

12. EXECUTION IN COUNTERPARTS

Exhibit C, Section 36, Execution in Counterparts shall be amended as follows:

This Contract 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, 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.