

ITEM 4.9

CITY MANAGER'S REPORT MAY 13, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC FOR DISASTER RECOVERY EQUIPMENT AND INSTALLATION**

RECOMMENDATION: **Adopt a Resolution to Ratify Service Contract with Solid Networks Inc for Disaster Recovery Equipment and Installation**

SUMMARY:

On March 11, 2024, City Council approved for the Information Systems Department (ISD) budget for cyber security related equipment and software subscriptions. The increase in funding was essential to maintain the ongoing enhancement of the City's cyber security systems. The related system proposed by ISD would be critical in the event disaster recovery is required. Disaster recovery could be required in the event of a natural disaster or a cyber security attack.

The details of the proposed cyber security equipment and related software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information. Publishing these details could provide malicious actors with valuable insights, potentially enabling them to exploit vulnerabilities and launch harmful cyber-attacks against our systems. Therefore, to safeguard against such threats and ensure the continued integrity of the City's cyber security infrastructure, the specific details of the equipment and related software subscription must remain undisclosed.

Staff reached out to twelve (12) other vendors to provide quotes for the required equipment, software and services and received the only quote from Solid Networks Inc. The other vendors either did not reply or replied with a response indicating they would not provide a quote. The City Manager signed approval of the service contract with Solid Networks Inc. for the services, equipment, and related software subscription in May 2024 due to the long lead times for this equipment as to not delay the project.

Staff is requesting City Council ratify the service contract with Solid Networks Inc. for disaster recovery equipment and installation in the total amount of \$290,488.

BACKGROUND:

The approval of the budget increase for cyber security equipment and related software subscriptions by the City Council on March 11th, 2024, marked a significant milestone in bolstering the City's cyber security posture. This augmentation was specifically earmarked to cover the expenses associated with acquiring cyber security equipment and related software subscriptions, essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST).

MAY 13, 2024 CITY COUNCIL REGULAR MEETING**RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC FOR DISASTER RECOVERY EQUIPMENT AND INSTALLATION**

Compliance with these standards is not only mandated by the Department of Homeland Security (DHS) and the Department of Justice (DOJ) but also required for the City to pursue State and Federal Grants in the future. Additionally, adherence to NIST guidelines enables the City to maintain its cyber security insurance, thereby potentially reducing the overall cyber security insurance expenses incurred by the City. By investing in this initiative, the City demonstrates its commitment to proactive cyber security measures and ensuring resilience against emerging threats.

In the event of a natural disaster or a cyber security attack, this proposed new equipment and the related software subscriptions will reduce the City's down time from three (3) months down to potentially a maximum of two (2) weeks. This will be crucial for the business continuity and the continuation of critical public safety systems.

The details of the proposed cyber security equipment and related software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information. Publishing these details could provide malicious actors with valuable insights, potentially enabling them to exploit vulnerabilities and launch harmful cyber-attacks against our systems. Therefore, to safeguard against such threats and ensure the continued integrity of the City's cyber security infrastructure, the specific details of the equipment and related software subscription must remain undisclosed.

Staff requested quotes from twelve (12) vendors for the required services, equipment, and related software subscription. Only Solid Networks Inc. was able to provide a quote with most vendors were unresponsive regarding this opportunity. Solid Networks produced a quote of \$290,488 for the required services, equipment, and related software subscription. The City Manager signed approval of the service contract with Solid Networks Inc. for disaster recovery equipment in May 2024 due to the long lead times for this equipment so as not delay the project. Therefore, staff is requesting City Council ratify the service contract with Solid Networks Inc. for disaster recovery services, equipment, and related software subscription in the total amount of \$290,488.

REASON FOR RECOMMENDATION:

Staff recommends City Council to ratify the service contract with Solid Networks Inc for the disaster recovery equipment and installation to ensure compliance with the requirements of the Department of Homeland Security (DHS) and the Department of Justice (DOJ), enhance the City's cyber security posture, maintain cyber security insurance coverage, and potentially reduce insurance premiums.

FISCAL IMPACT:

There are sufficient funds in the budget for GL 1010-17-20-450-12-00 as approved by the City Council on March 11th, 2024.

MAY 13, 2024 CITY COUNCIL REGULAR MEETING

RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC FOR DISASTER RECOVERY EQUIPMENT AND INSTALLATION

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify Service Contract with Solid Networks Inc for the Disaster Recovery Equipment and Installation
- B. Executed Service Contract with Solid Networks Inc for Disaster Recovery Equipment and Installation

CITY MANAGER'S REPORT
MAY 13, 2024 CITY COUNCIL REGULAR MEETING
RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC FOR DISASTER
RECOVERY EQUIPMENT AND INSTALLATION

APPROVALS:



Tony Fernandes
Information Systems Director

4-30-2024
Date




Cari James
Finance Director

4/30/2024
Date



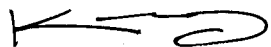
Michael King
Assistant City Manager

5.1.2024
Date



Salvador Navarrete
City Attorney

4.30.2024
Date



Stephen J. Salvatore
City Manager

5.7.2024
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC FOR DISASTER RECOVERY EQUIPMENT AND INSTALLATION

WHEREAS, on March 11, 2024, City Council approved an increased budget for the Information Systems Department (ISD) for cyber security related equipment and software subscriptions; and

WHEREAS, this budget augmentation may be used for expenses associated with acquiring cyber security equipment and related software subscriptions, including those essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST); and

WHEREAS, the details of the proposed cyber security equipment and software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information; and

WHEREAS, the City Manager approved this service contract in May 2024 to expedite the implementation of the software by ISD, aligning with the urgency of achieving compliance with the rigorous standards set forth by the Department of Homeland Security (DHS).

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's approval of the service contract with Solid Networks Inc. for the disaster recovery equipment in the amount of \$290,488.

The foregoing resolution was passed and adopted this 13th day of May 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

May 8, 2024

Solid Networks, Inc.
Joe Cram
5686 Pirrone Road
Salida, CA 95368

Dear Mr. Cram:

Enclosed please find your original executed agreement to provide equipment and deployment of disaster recovery equipment. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



FOR
Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND
SOLID NETWORKS, INC.**

**PROVIDE EQUIPMENT AND DEPLOYMENT OF DISASTER RECOVERY
EQUIPMENT**

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **May 8, 2024**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Solid Networks, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 62-1782197

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to provide the equipment and deployment disaster recovery equipment in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on a set amount not to exceed **\$290,487.35** set forth in Exhibit "A", to provide equipment and deployment disaster recovery equipment

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion until **June 30, 2025**.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT
INSPECTION BY CITY**

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT
CONTRACTOR'S WARRANTY**

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT
PAYROLL RECORDS**

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

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- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.

- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;

 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.


SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DISASTER RECOVERY EQUIPMENT**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 5-3-2024
Date

Recommended for Approval:

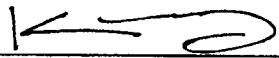
City of Lathrop

DocuSigned by:


Tony Fernandes 5/3/2024
Date
Director of Information Services

Approved by:

City of Lathrop




Stephen J. Salvatore 5-8-2024
Date
City Manager

Contractor:

Solid Networks, Inc.
5686 Pirrone Road
Salida, CA 95368

Fed ID # 62-1782197
Business License # 20058

DocuSigned by:


Christina Robinson 4/29/2024
Date
Signature Procurement

Print Name and Title



Solid Networks
Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

**Technology
Simplified**



We have prepared a quote for you

Lathrop [REDACTED]

Quote [REDACTED]
Version v1

Prepared for:

City of Lathrop

Tony Fernandes
tfernandes@ci.lathrop.ca.us



		Price	Qty	Ext. Price
[Redacted]	[Redacted]	\$239,013.00	1	\$239,013.00
[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]		2	
[Redacted]	[Redacted]		16	
[Redacted]	[Redacted]		6	
[Redacted]	[Redacted]		18	
[Redacted]	[Redacted]		2	
[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]		2	
[Redacted]	[Redacted]		4	
[Redacted]	[Redacted]		4	
[Redacted]	[Redacted]		1	
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[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]		2	
[Redacted]	[Redacted]		1	
[Redacted]	[Redacted]	\$8,036.00	1	\$8,036.00
[Redacted]	[Redacted]	\$59.00	4	\$236.00
			Subtotal	\$247,285.00



		Price	Qty	Ext. Price
		\$131.00	128	\$16,768.00
			Subtotal	\$16,768.00

Services		Price	Qty	Ext. Price
SNI-PS	Professional Engineering Services	\$5,500.00	1	\$5,500.00
			Subtotal	\$5,500.00

Statement of Work



Project Coordination

SNI will assign a project coordinator to manage timelines, project calls, SNI service resources, and client expectations, including:

- Coordination and communications with client's personnel.
- Coordination, supervision, and scheduling of SNI service resources.
- Scheduling of regular project status meetings and calls as required.
- 3rd-party vendor coordination, planning and scheduling (if required).
- Project closure, including providing final documentation, closure meeting and project sign-off.

High-Level Project Scope

The SNI service team, in cooperation with City of Lathrop IT, will perform the following tasks:

- Perform any final discovery, determine the order of operation, develop a project plan and deployment timeline
- Work closely with Lathrop internal IT to validate the deployment process and final acceptance plan.
- Select prospective physical installation dates with Lathrop IT.
- Procure the hardware outlined within the bill of materials and deliver to the City of Lathrop's city hall.
- Work with Lathrop IT to inventory and inspect new hardware when it arrives onsite.
- Program [REDACTED]
- Lathrop IT will be responsible [REDACTED] Ethernet.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- SNI will provide Lathrop internal IT with administrative knowledge transfer to eventually hand primary responsibility of the restore process off to Lathrop's internal IT resources.

City of Lathrop Project Responsibilities

- Designate a primary project lead to facilitate communications and processes.



- Designate a primary contact for any potential scope change requirements. Any potential scope change requests must be validated by these specified contact(s).
- Provide adequate workspace and network connectivity for on-site SNI engineering resource requirements.
- Make available an employee when needed to assist SNI and provide physical and/or remote access to client facilities.
- Provide all network information and access required for the successful completion of this project.
- Adhere to installation schedules with SNI project team. Any deviation from the project timeline could result in a completion delay and potential project change-orders.



Lathrop [Redacted]

Quote #: [Redacted]

Version: 1 Updated: 04/17/2024 Expiration Date: 05/16/2024

Prepared by:

Solid Networks

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Prepared for:

City of Lathrop

390 Towne Centre Drive
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Tony Fernandes
(209) 941-7200
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Ship To:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Tony Fernandes
(209) 941-7200
tfernandes@ci.lathrop.ca.us

Quote Summary

Description	Amount
[Redacted]	\$247,285.00
[Redacted]	\$16,768.00
Services	\$5,500.00
Subtotal:	\$269,553.00
Estimated Tax:	\$20,934.35
Total:	\$290,487.35

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks

City of Lathrop

Signature: Mark Ricci

Name: Mark Ricci

Title: Account Manager

Date: _____

Signature: _____

Name: Tony Fernandes

Title: Information Technologies Manager

Date: _____



OFFSITE STAGING & CONFIGURATION AGREEMENT FOR

The Offsite Staging & Configuration Agreement ("Agreement") is entered into upon approval of the Solid Networks Quote between (Quote listed customer "Client") and Solid Networks [SN].

Client wishes to purchase equipment from SN which will be held, staged, or configured at a location other than the client premises.

The parties therefore enter into this agreement, on the following terms and conditions:

A. Provisions Related to Equipment Purchases.

1. Transfer of Title

All equipment purchased by client hereunder shall be deemed to have been delivered and title shall transfer to Client when received at the offsite location. The offsite location may be an office location of Client or a staging facility as indicated in the SHIP-TO location of the agreement.

2. Invoicing

Client may be invoiced for the equipment upon delivery to the offsite location.