

CITY OF PALO ALTO CONTRACT NO. C24188127

AGREEMENT FOR PROFESSIONAL SERVICES

**BETWEEN THE CITY OF PALO ALTO AND DARYL D. JONES, INC. DBA
TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

This Agreement for Professional Services (this “Agreement”) is entered into as of the 17th day of June, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and DARYL D. JONES, INC., dba TELECOMMUNICATIONS ENGINEERING ASSOCIATES, California corporation, located at 1160 Industrial Road #15, San Carlos, CA 94070 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to maintain portions of the City’s legacy analog radio and telecommunications systems (the “Project”) and desires to engage a consultant to provide radio and telecommunication engineering services in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

CITY may elect to, but is not required to, authorize on-call Services up to the maximum compensation amount set forth in Section 4 (Not to Exceed Compensation). CONSULTANT shall provide on-call Services only by advanced, written authorization from CITY as detailed in this Section. On-call Services, if any, shall be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1 entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and

maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for on-call Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth in Section 4. CONSULTANT shall only be compensated for on-call Services performed under an authorized Task Order and only up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through June 30, 2029 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Six Hundred Forty-Five Thousand Dollars (\$645,000.00)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Forty Thousand Dollars (\$40,000.00)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Six Hundred Eighty-Five Thousand Dollars (\$685,000.00)**, as detailed in Exhibit C.

“Additional Services” means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT’s schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY’s Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Daryl Jones as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Nicole Frazier, Police Department, Technical Services Division, 275 Forest Ave., Palo Alto, CA 94301, Telephone: 650-329-2331, email: Nicole.Frazier@CityofPaloAlto.org, CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain

and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney’s fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT’s Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled “INSURANCE REQUIREMENTS”. CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY

concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department’s office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

SECTION 25. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict

with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.

26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.

This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT’s obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. “Confidential Information” means all data, information (including without limitation “Personal Information” about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT’s possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by

CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- EXHIBIT A: SCOPE OF SERVICES
- EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- EXHIBIT B: SCHEDULE OF PERFORMANCE
- EXHIBIT C: COMPENSATION
- EXHIBIT C-1: SCHEDULE OF RATES
- EXHIBIT D: INSURANCE REQUIREMENTS

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT NO. C24188769 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

CITY OF PALO ALTO

**DARYL D. JONES, INC., dba
TELECOMMUNICATIONS
ENGINEERING ASSOCIATES**

City Manager

Officer 1

By: Daryl D Jones

APPROVED AS TO FORM:

Name: Daryl D Jones

Title: President

City Attorney or designee

Officer 2

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On 03/24/2024 before me, Jason Javier Escobedo, Notary Public
(insert name and title of the officer)

personally appeared Paryl David Jones
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES". Notwithstanding any provision herein to the contrary, CONSULTANT's duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

CONSULTANT (also referred to herein as "TEA") shall provide professional telecommunications engineering services to manage and maintain the CITY's radio infrastructure and console equipment. The CITY has opted for a service plan that covers all parts and equipment (excepting the items in the "Services Excluded" section below) without additional charge. In addition, all labor, including travel time will be provided for any equipment or systems problem without additional charge.

CONSULTANT agrees to provide total problem resolution services under this Agreement. This includes liaison with equipment manufacturers, other vendors, the County, and the 9-1-1 System maintenance provider. CONSULTANT shall investigate all reports of system problems and work with the appropriate vendor or agency to correct it. CONSULTANT will further serve as the CITY's single point of contact for problems related to the equipment listed in Exhibit C.

In addition to routine maintenance and management of telecommunications equipment, CONSULTANT will make recommendations to the CITY when equipment needs to be replaced and offer suggestions about new products and equipment, which can be used to enhance system performance. CONSULTANT agrees to provide training for CITY personnel on communications systems as necessary. CONSULTANT will assist the CITY in identifying issues when it is necessary for the CITY to make routine system design changes and enhancements to any equipment covered under this agreement. CONSULTANT will write bid specifications for base station equipment when directed to do so by the CITY.

Written reports on the status of the CITY's communications systems will be provided when necessary but not less than once per year by the 15th of December. All of the above services are included in the total compensation set forth in Exhibit C and shall be at no additional cost to CITY.

Further details on services included in CONSULTANT'S performance of this Agreement are provided below, as well as a section on excluded services.

REQUIRED SERVICES (INCLUDED)

Radio Infrastructure Management Services: All communications problems under this agreement are resolved effectively and efficiently. In the event of a system failure, the CONSULTANT shall respond promptly (in accordance with the specified response time requirements) and make the necessary repairs in a manner that will keep any system downtime to an absolute minimum.

Maintenance and Repair Services: The CONSULTANT shall keep all equipment covered by this proposal in Exhibit C in excellent working condition, utilizing current industry standards and modern preventive maintenance techniques. All parts and labor necessary to accomplish preventive maintenance and repair will be provided without additional costs.

Response Times: The CONSULTANT shall provide the CITY with a telephone number that is available for reporting problems that is answered or responded to 24 hours a day, 7 days per week, 365 days per year. All incidents in the following categories shall be responded to and resolved within the specified time. In all instances, the CONSULTANT shall make every effort to be available for immediate telephone consultation for any problem.

Emergency Request: The CONSULTANT shall handle all emergency requests for service within one hour of the request being reported. Emergency requests are defined as a malfunction of equipment that has a major effect on daily operations. An example of such a malfunction would be a major failure at a dispatch console.

High Priority Requests: The CONSULTANT shall handle all requests of this nature within four (4) hours of the request being reported. High Priority request are defined as a malfunction of equipment that can be temporarily resolved by a work around. An example of such a malfunction would be a secondary channel becoming inoperable and that traffic being moved to the primary channel.

Non-critical Requests: The CONSULTANT shall handle all Non-critical requests within twenty-four (24) of the request being reported. Non-critical requests are defined as intermittent problems that do not have a significant operational impact. An example of an intermittent problem would be periodic static on a secondary channel.

In all instances, the CONSULTANT shall make every effort to be available for immediate telephone consultation.

Equipment Inventory and Handling: It shall be the joint responsibility of the CITY and CONSULTANT to maintain an accurate listing of all radio infrastructure equipment (except as otherwise provided for in this Agreement). It is understood that only equipment listed in the most current copy of the equipment itemization is covered under a fixed fee proposal.

It is further understood that CONSULTANT's personnel will need to periodically possess radio equipment that belongs to the CITY. CONSULTANT agrees to exercise reasonable care for the equipment and shall be responsible for its return to the CITY.

MISCELLANEOUS SERVICES (INCLUDED)

It is understood that TEA may need to periodically possess radio equipment that belongs to the CITY. TEA agrees to exercise reasonable care for the equipment and shall be responsible for its

return to the CITY.

TEA is authorized by the CITY to install its own radio repeater and antenna at any CITY radio site to facilitate administrative communication between TEA personnel. All equipment and installation services will be at TEA's expense and the CITY shall incur no additional charge. There will be no charge for rental of space of electrical power at the CITY's radio sites.

TEA will maintain the CITY's FCC's radio licenses. TEA will provide radio systems training for probationary dispatchers and at two Continued Professional Training (CPT) sessions annually

ADDITIONAL MAINTENANCE SERVICES (INCLUDED)

During contract year one, CONSULTANT shall provide a higher-than-usual level of maintenance services, as the CITY's equipment and systems are in need of some additional maintenance care. The not-to-exceed amount for such additional maintenance services/equipment shall be Twenty Thousand Dollars (\$20,000). The per-contract-year amounts detailed in Exhibit "C" ("Compensation") reflect this additional \$20,000 for higher-than-usual maintenance during contract year one.

PROVISION OF INFORMATION AND DOCUMENTATION ON THE CITY'S EXISTING EMERGENCY RADIO/ TELECOMMUNICATIONS SYSTEMS (INCLUDED)

CONSULTANT shall provide documentation and information on the specifications and operations of the CITY's existing emergency radio and telecommunications system to the radio technology subconsultant of Ross, Drulis, Cusenberry ("RDC"), the architectural firm engaged by the CITY to design its new Public Safety Building ("PSB"). CONSULTANT will not provide any consulting on the design of such systems for the new PSB, rather, such design work will be performed by RDC's subconsultant and/or RDC. CONSULTANT's role is solely to provide information and documentation regarding the current CITY systems.

SERVICES EXCLUDED

The following services are not included as part of this Agreement and, if services are required of TEA, it will be handled on a time and materials basis. (Such services are also referred to in this Agreement as "Additional Services," however, Additional Services may also consist of services other than those listed below in this "Services Excluded" section.)

- Antennas – Base station antennas and coaxial cables at all sites
- Telephone headsets
- Mobile and Portable radios
- System relocation or design changes
- Installation of new equipment
- Batteries
- Microwave System

Any malfunctions or damage for problems caused by natural or manmade disaster such as flood, earthquake or fire will not be covered under this Agreement. It is understood that TEA may

determine that a particular piece of equipment is beyond economic repair due to age or condition. If this occurs, TEA will notify the CITY, this equipment item will be excluded from maintenance under this Agreement, and the compensation will be adjusted accordingly. PROGRAM VERIFICATION AND DESIGN REVIEW SERVICES (INCLUDED) (TASK 6)

Program verification and design review services (approached as Additional Services) focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building (PSB), as detailed in Tables 1-4 (Police Telecommunications Consulting Task List) below. (Also referred to as Task 6.)

Table 1 (Police Telecommunications Consulting Task List)

City of Palo Alto Police Building Project Police Telecommunications Consulting Task List

General Infrastructure

Task	TEA Consult	Approx. Hours
Prepare a detailed radio base station equipment inventory	Y	Completed 100%
Prepare equipment replacement plan schedule	Y	Completed 100%
Implementation and cutover plan	Y	32
Budget preparation and cost estimate	Y	2
Project meetings	Y	6

Space Planning & Building Matters

Task	TEA Consult	Approx. Hours
Participate with the architect and City staff on space planning	N	
Participate with the architect and City staff on dispatch furniture design	Y	6
Acoustic requirements and planning	N	
Anti-static planning and specs	N	
HVAC/CRAC requirements	N	
Electrical power distribution and UPS requirements	N	
Conduit and raceway requirements	N	
ADA compliance issues	N	
Participate with the architect and City staff on dispatch furniture and rack grounding and seismic mounting	Y	6
Budget preparation and cost estimate	N	
Project meetings	N	

Communications Console Specification

Task	TEA Consult	Approx. Hours
------	-------------	---------------

Basic radio console needs definition for analog channels	Y	8
Liaison w/ SVRIA and Motorola on P25 console requirements	Y	96
Transmitter site-select requirements	Y	2
Voter status display requirements	Y	2
Monitor receiver requirements	Y	4
Emergency channel marker (Code-33 beeper) requirements	Y	1
Instant recall recorder interface requirements	Y	2
DTMF decoder on low-band channels requirements	Y	2
Simplex receiver and control base requirements	Y	4
Tone encoding requirements definition (backup fire station alerting)	Y	2
Building PA interface requirements	Y	2
Telephone headset interface requirements	Y	1
Equipment racks and seismic bracing plan review	Y	4
Deinstallation and removal of old equipment plan	Y	8
Communications console fault tolerance issues	Y	2
Budget preparation and cost estimate	Y	4
Install monitors for CAD computers	Y	
Move and install monitors for standalone computers	Y	
Move and install CAD and standalone computers	Y	
Project meetings	Y	6

Radio System Requirements

Task	TEA Consult	Approx. Hours
Antenna requirements planning (tower)	Y	10
Antenna requirements planning (lower elevation)	Y	10
Low-elevation antenna mounting requirements	Y	4
Antenna coaxial cable conduit review	Y	2
PD-1 UHF upgrade planning and equipment lists	Y	24
PD-1 VHF upgrade planning and equipment lists	Y	24
LG-2 UHF upgrade planning and equipment lists	Y	24
Misc VHF Fire radio upgrade planning and equipment lists	Y	16
Low-band countywide upgrade planning and equipment lists	Y	8
DC-power system requirements	Y	16
Equipment rack and cabinet requirements review	Y	4
AC power distribution to equipment rack requirements (PDU) review	Y	4
Grounding system requirements review	Y	8
NOAA weather radio requirements	Y	2
San Mateo County CWMA and TAC channel control bases	Y	8
Liaison w/ SVRIA and Aviat on microwave requirements	Y	72

AT&T radio circuit relocation or disconnect planning	Y	32
Radio stream encoder requirements	Y	2
Review interface requirements to the command vehicle	Y	8
Budget preparation and cost estimate	Y	4
Review Statements of Work (SOWs) for content and provide feedback	Y	
Work with vendor on extending radio system. Coordinate installation and testing of workstations with the vendor.	Y	
Project meetings	Y	10

911 Telephone System Planning

Task	TEA Consult	Approx. Hours
E911 equipment relocation or replacement planning review	Y	24
NG-911 and cloud CPE implementation review	Y	12
Review multinode system design	Y	12
Electrical power for 911 telephone equip plan review	Y	2
Cabling for 911 station equipment plan review	Y	2
Comm center TDD and Text-to-911 plan review	Y	2
Instant recall recorders plan review	Y	2
Administrative telephone shsystem interface requirements	Y	8
Review 7-digit emergency lines, ringdowns and direct-connect lines	Y	6
Review alt-answer arrangements	Y	2
Review ECATS relocation requirements	Y	4
Review installation and cutover plan with 911 provider	Y	32
Budget preparation and cost estimate	Y	6
Review Statements of Work (SOWs) for content and provide feedback	Y	
Work with vendor on extending phone system. Coordinate installation and testing of workstations with the vendor.	Y	
Explore best options for replacement of copper lines with vendor		
Project meetings	Y	12

Digital Transport

Task	TEA Consult	Approx. Hours
Fiber optic transport to Park Res and Dahl Res	Y	6
Fiber optic transport to MSC	Y	4

Police Data Communications

Task	TEA Consult	Approx. Hours
Data communications and network wiring review	N	
PD firewall relocation and transition plan	N	
DOJ security requirements review	Y	10
Relocation or replacement of CAD/RMS equipment review	Y	4
Comm Center Ethernet wiring review	Y	2
Plan for GPS Netclock and timesync requirements	Y	4
Master clock display requirements	Y	2
PD low-voltage wiring requirements review	Y	4
Budget preparation and cost estimate review	Y	2
Project meetings	Y	6

City PBX and Data Network

Task	TEA Consult	Approx. Hours
Citywide VOIP PBX design and specs	N	
Citywide TCP/IP design and specs	N	
Citywide e911 calling requirements	N	
Police Records telephone recording requirements	N	
Police Records telephone requirements	N	
Police overhead paging PBX interface requirements	N	
Police door control PBX interface requirements	N	
Cable entrance requirements for AT&T, Comcast & Wave	N	
Project meetings	N	

SVRIA and Motorola Issues

Task	TEA Consult	Approx. Hours
Review SVRIA (Motorola) rack and power requirements	Y	8
Budget and cost estimate review	Y	2
Project meetings	Y	2

Building Security

Task	TEA Consult	Approx. Hours
Security video cameras and monitors	N	
Audio monitoring of holding cells & interview rooms	N	
Interview room audio and video recording requirements	N	
Access control and two-way intercom requirements	N	
Large monitor display requirements for mapping etc	N	
Interface between radio console and security electronics	N	
Jail duress alarm requirements	N	

Police Records duress alarm	N	
Door and gate control interface requiremetns review	Y	2
Budget preparation and cost estimate	N	
Project meetings	Y	2

Miscellaneous

Task	TEA Consult	Approx. Hours
PD building overhead paging (PA) review	Y	4
PD overhead speakers for radio audio	Y	4
Subscriber alarm monitoring equipment	N	
In-building ERRCS Distributed Antenna System (DAS) review	Y	6
Logging recorder relocation/replacement review	Y	4
Uninterruptible power system review	Y	2
EOC radio system interface requirements	Y	4
Liaison w/ fire supporession consultant	Y	1
Emergency generator alarm and fuel tank monitor review	Y	1
FCC license preparation for City radio licenses (see note 3)	Y	48
Review and respond to RFI requests	Y	8
Site inspections and punch list	Y	48
Audit existing circuits to Communications Center to determine circuits to be moved and responsible party	Y	
Coordinate and complete the move of existing USDD fire ringdown system	Y	
Compile list of additional wireless communications	Y	
Project meetings	Y	8

**EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER**

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.

OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

- 1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
 - 1B. TASK ORDER NO.:
 - 2. CONSULTANT NAME:
 - 3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____
 - 4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$ _____
 - 5. BUDGET CODE _____
COST CENTER _____
COST ELEMENT _____
WBS/CIP _____
PHASE _____
 - 6. CITY PROJECT MANAGER'S NAME & DEPARTMENT: _____
 - 7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
 - SERVICES AND DELIVERABLES TO BE PROVIDED
 - SCHEDULE OF PERFORMANCE
 - MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
 - REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)
 - 8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____
-

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

**EXHIBIT B
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (“NTP”) from the CITY.

Milestones	Completion Number of Days/Weeks (as specified below) from NTP
Preventive Maintenance	On-going
Training for Police Personnel	Annually
Maintenance of FCC Licenses	As Needed
Written Status Reports	Annually
5. Provision of information and documentation on the City’s existing radio / telecommunications systems to City’s architect, RDC, and/or its subconsultant	As Needed
6. Program verification and design review services focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building (PSB)	On-going, as needed, per the timeline specified in the City-approved Task Order (these services are approached as Additional Services as per Section 4, Not-to-Exceed Compensation of this agreement)

Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

(Version 1 - use for task-based compensation)

**EXHIBIT C
COMPENSATION**

CITY agrees to compensate CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
Task 1 (Year 1 -Including higher-than-usual maintenance services/equipment)	\$145,000.00
Task 2 (Year 2)	\$125,000.00
Task 3 (Year 3)	\$125,000.00
Task 4 (Year 4)	\$125,000.00
Task 5 (Year 5)	\$125,000.00
Task 6 (Public Safety Building)	\$189,882.00
Sub-total for Services	\$834,882.00
Reimbursable Expenses (if any)	\$0
Total for Services and Reimbursable Expenses	\$834,882.00
Additional Services (if any, per Section 4)	\$40,000.00
Maximum Total Compensation	\$874,882.00

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

A. Travel outside the San Francisco Bay Area, including transportation and meals, if specified as reimbursable, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (as defined in Section 4, "Not to Exceed Compensation" of this Agreement) only by advanced, written authorization from the CITY, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of such services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, consistent with this Agreement, including reimbursable expenses based on the rates set forth in Exhibit C-1. The Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

HOURLY RATE FOR ADDITIONAL SERVICES (CONSULTING) for Task 1-5

For Task 1-5, the CITY may request consulting services on radio infrastructure changes, additions and relocation. CONSULTANT will provide those services at an hourly cost of \$155.00 per hour. In addition, the CITY needs to replace and relocate some antiquated radio equipment. CONSULTANT will provide quotes for these replacement/relocation projects and any long-term consulting projects.

HOURLY RATES FOR ADDITIONAL SERVICES (RADIO ENGINEERING AND TELECOMMUNICATIONS TECHNICIAN) for Task 1-5

Consulting fees for work outside of the scope of the Agreement (Additional Services) will not exceed one hundred fifty-five (\$155.00) dollars per hour for radio engineering and will not exceed one hundred thirty-five (\$135.00) dollars per hour for telecommunications technician work.

HOURLY RATES FOR ADDITIONAL SERVICES (PROGRAM VERIFICATION AND DESIGN REVIEW SERVICES) Task 6

For Task 6, the CITY may request Additional Services (as defined in Section 4, "Not to Exceed Compensation" of this Agreement) to provide program verification and design

review consulting services focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building as further detailed in Exhibit A. CONSULTANT's hourly rate for these Additional Services will not exceed two hundred ten (\$210.00) dollars per hour.

**EXHIBIT C-1
SCHEDULE OF RATES**

As applicable, CONSULTANT will invoice the CITY on a monthly basis for the amount of applicable covered equipment from the list below. Notwithstanding the foregoing, or the list below, the compensation to CONSULTANT for the performance of this Agreement shall not exceed the amounts provided in Section 4, Exhibit A, and Exhibit C of this Agreement.

PD-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
T-Band duplex base station	2	\$175	\$350
T-band voting receiver	4	\$85	\$340
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
		Total >>	\$860

PD-2 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
T-Band duplex base station	2	\$175	\$0
T-band voting receiver	4	\$85	\$0
Motorola Digitac comparator	1	\$160	\$0
Transmitter site-select relay system	1	\$10	\$0
CTI comparator display system	0	\$30	\$0
		Total >>	\$0

FD-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
VHF duplex base station	2	\$175	\$0
VHF voting receiver	3	\$85	\$0
Motorola Digitac comparator	1	\$160	\$0
Transmitter site-select relay system	1	\$10	\$0
CTI comparator display system	1	\$30	\$0
		Total >>	\$0

FD-2 (TAC) SYSTEM	Quantity	Monthly Cost Each	Monthly Total
VHF duplex base station	2	\$175	\$350
VHF voting receiver	3	\$85	\$255
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	1	\$30	\$30
		Total >>	\$805

FIRE STATION ALERTING	Quantity	Monthly Cost Each	Monthly Total
Zetron Model 25 encoder (CAD controlled)	0	\$32	\$0
Zetron Model 26 status control unit	2	\$60	\$0
Zetron Model 6 fire station transponder	7	\$36	\$0
TEA Station Alerting Module (SAM)	7	\$20	\$0
Fire station PA system - Valcom	0	\$35	\$0
Fire station PA system - conventional	7	\$35	\$0
Fire station alerting radios	7	\$30	\$0
Power supplies	7	\$28	\$0
Total >>			\$0

LG-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF duplex base station	2	\$175	\$0
UHF voting receiver	3	\$85	\$0
Motorola Digitac comparator	1	\$160	\$0
Transmitter site-select relay system	1	\$10	\$0
CTI comparator display system	0	\$30	\$0
Desk set remote control	12	\$18	\$0
Total >>			\$0

LG-2 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF duplex base station	2	\$175	\$350
UHF voting receiver	3	\$85	\$255
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
Desk set remote control	12	\$18	\$0
Total >>			\$775

LG-3 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF duplex base station	2	\$175	\$0
UHF voting receiver	1	\$85	\$0
Motorola Digitac comparator	1	\$160	\$0
Transmitter site-select relay system	0	\$10	\$0
CTI comparator display system	0	\$30	\$0
Desk set remote control	0	\$18	\$0
Total >>			\$0

FIBER-OPTIC MULTIPLEXERS	Quantity	Monthly Cost	Monthly Total
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		Each	
Adtran Opti 6100 for Civic Center	1	\$435	\$435
Adtran Opti 6100 for MSC	1	\$235	\$235
Adtran Opti 6100 for Park Reservoir	1	\$235	\$235
Adtran Opti 6100 for Dahl Reservoir	1	\$235	\$235
48VDC power systems (excluding batteries)	4	\$65	\$260
		Total >>	\$1,400

SITE-SPECIFIC EQUIPMENT	Quantity	Monthly Cost Each	Monthly Total
UHF T-band receiver multicoupler	2	\$30	\$60
UHF 450 receiver multicoupler	3	\$30	\$90
VHF receiver multicoupler	3	\$30	\$90
Wideband multicoupler at Civic Center	4	\$30	\$120
DC power system for VA Hospital site	1	\$85	\$85
AC power inverter for VA Hospital site	1	\$45	\$45
Adtran Atlas 550 multiplexers for VA Hospital	2	\$65	\$130
		Total >>	\$620

CENTRACOM GOLD ELITE CONSOLE	Quantity	Monthly Cost Each	Monthly Total
Operator position	5	\$160	\$0
Centracom card cage	6	\$15	\$0
Centracom CEB power supply	6	\$95	\$0
Centracom base interface module	18	\$32	\$0
Centracom dual receive module	6	\$32	\$0
Centracom OMI modules	5	\$60	\$0
Centracom timer module	2	\$35	\$0
Centracom aux relay module	10	\$18	\$0
Centracom RS232 module	1	\$15	\$0
		Total >>	\$0

CENTRACOM II+ CONSOLE (PAUCC)	Quantity	Monthly Cost Each	Monthly Total
Operator position	2	\$160	\$0
Centracom card cage	3	\$15	\$0
Centracom CEB power supply	3	\$95	\$0
Centracom base interface module	3	\$32	\$0
Centracom dual receive module	0	\$32	\$0
Centracom OMI modules	2	\$60	\$0
Centracom timer module	2	\$35	\$0
Centracom aux relay module	1	\$18	\$0
Centracom RS232 module	1	\$15	\$0
		Total >>	\$0

MISCELLANEOUS EQUIP.	Quantity	Monthly Cost Each	Monthly Total
CDM monitor receivers	8	\$18	\$144
UHF T-band control base station (MACS)	1	\$85	\$85
UHF T-band control base station (TAC-3)	1	\$85	\$85
Red-Net control base station	1	\$85	\$85
Law-Net control base station	1	\$85	\$85
T-band select control base	1	\$85	\$85
VHF base station (White)	1	\$85	\$85
VHF base station (Blue)	1	\$85	\$85
Antenna combining system	0		T&M
		Total >>	\$739

NORTAC SIMULCAST	Quantity	Monthly Cost Each	Monthly Total
1/3 split between LA, PA and MV	1	\$813	\$813
		Total >>	\$813

SUMMARY

	Monthly Total
PD-1 SYSTEM	\$860
PD-2 SYSTEM	\$0
FD-1 SYSTEM	\$0
FD-2 (TAC) SYSTEM	\$805
FIRE STATION ALERTING	\$0
LG-1 SYSTEM	\$0
LG-2 SYSTEM	\$775
LG-3 SYSTEM	\$0
FIBER-OPTIC MULTIPLEXERS	\$1,400
SITE-SPECIFIC EQUIPMENT	\$620
CENTRACOM GOLD ELITE CONSOLE	\$0
CENTRACOM II+ CONSOLE	\$0
MISCELLANEOUS EQUIP.	\$739
NORTAC SIMULCAST	\$813
<hr/>	
	\$6,011
	\$72,132

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY	STATUTORY	STATUTORY
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONSULTANT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

- II. THE CONSULTANT MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

- III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:
 - A. PRIMARY COVERAGE
 WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:
PURCHASINGSUPPORT@CITYOFPALOALTO.ORG**