

**CITY MANAGER'S REPORT
MAY 16, 2022 CITY COUNCIL SPECIAL MEETING**

ITEM: APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE DEPARTMENT TRANSITION PROJECT AND APPROVE THE ADDITION OF TWO POLICE OFFICER POSITIONS

RECOMMENDATION: Council to Consider the Following:

- 1. Adopt Resolution Ratifying an Agreement with CDW Government for the Purchase a Network Router That Will Serve the New Lathrop Police Department; and**
 - 2. Adopt Resolution Ratifying Agreement with Solid Networks, Inc. for the Set Up of a Virtual Server Environment That Will Serve the New Lathrop Police Department; and**
 - 3. Adopt Resolution Ratifying Emergency Contract with Next Gen Alpha Upfitting for the Purchase and Installation of Police Equipment in the New Lathrop Police Department Fleet; and**
 - 4. Adopt Resolution Ratifying Contract Change Order No. 1 with Next Gen Alpha Upfitting for the Retro-fitting of Police Equipment in the Existing Police Department Fleet; and**
 - 5. Adopt Resolution Ratifying Emergency Contract with Continental Collision for the Auto-Body Paint Services of New and Existing Police Department Fleet; and**
 - 6. Adopt Resolution Ratifying Agreement with Wave Business Solutions, LLC to Provide Communication for Dispatch Services Between the City of Lathrop Police Department and the Ripon Police Department and to Provide Internet Access at the New Police Department; and**
 - 7. Adopt Resolution Amending the Police Department's Sworn Compensation Plan; and**
 - 8. Adopt Resolution Approving Two Additional Police Officer Positions**
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MAY 16, 2022 CITY COUNCIL SPECIAL MEETING
APPROVE AND RATIFY VARIOUS AGREEMENTS FOR THE LATHROP POLICE
DEPARTMENT

SUMMARY:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Since the approval of the project, Council has approved several actions to move the transition towards completion.

Tonight, staff is requesting Council adopt eight (8) additional resolutions to continue to move the transition to the Lathrop Police Department forward:

1. Resolution Ratifying Agreement with CDW Government, Inc. for the Purchase of a New Network Router (Attachment A & B) that will serve the New Lathrop Police Department – Onetime Equipment and Software – **Cost \$24,333**
2. Resolution Ratifying Agreement with Solid Networks, Inc. (Attachment C & D) for the Setup of a Virtual Server Environment for the New Lathrop Police Department – **Cost \$5,500**
3. Adopt Resolution Ratifying Emergency Contract with Next Gen Alpha Upfitting (Attachment E & F) for the Purchase and Installation of Police Equipment for Sixteen (16) Ford Police Interceptor Utility (PIU) Purchased for the New Lathrop Police Department Fleet – **Cost \$403,954**
4. Adopt Resolution Ratifying Contract Change Order No. 1 with Next Gen Alpha Upfitting (Attachment G & H) for the Retro-fitting of Police Equipment in the Existing Police Department Fleet – **Cost \$166,432**
5. Adopt Resolution Ratifying Emergency Contract with Continental Collision (Attachment I & J) for the Auto-Body Paint Services of the New & Existing Police Department Vehicle Fleet – **Cost \$111,020**
6. Adopt Resolution Ratifying Agreement with Wave Business Solutions, LLC (Attachment K & L) to Provide Communications for Dispatch Services Between the City of the Lathrop Police Department and the Ripon Police Department and to provide Internet Access at the New Police Department – **Annual Cost \$50,400**
7. Adopt Resolution Amending the Police Departments Sworn Compensation Plan (Attachment M & N)
8. Adopt Resolution Approving the Addition of Two Police Officer Positions (Attachment O) - **Annual Cost \$340,000**

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All of the proposed actions, except the addition of the two officers, have been included in the start-up project budget and do not require any additional budget adjustments. The proposed agreements are detailed in the Attachments to the staff report. The year-to-date start-up budget is provided in the table below.

Start Up Budget

	Amended Budget	Approved Contracts	Pending Contracts	Spent to date	Budget Remaining
Sworn Salaries	2,009,617			392,010	1,617,607
Non-Sworn Salaries	525,370			57,242	468,128
Officer Hiring Cost & Equip	1,162,069	894,664	29,833	277,432	884,637
Recruitment Costs	305,000	305,000		223,543	81,457
Project Management	720,000	720,000		434,592	285,408
Existing Vehicle Retrofit	220,012		220,012		220,012
Dispatch	1,239,786	818,783	50,400	163,275	1,076,511
Evidence	50,000				50,000
Other Costs	180,000			93,379	86,621
Contingency	748,146				748,146
Start Up Budget Total	7,160,000	2,738,447	300,245	1,641,473	5,518,527
Vehicles	1,729,128	1,267,734	461,394	1,062,504	666,624

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BACKGROUND:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

The new Police Department project identifies numerous steps that need to be completed before the goal of a July 1, 2022 opening. Over the last several months, the City Council has taken steps to continue to move the project forward. Tonight's item includes an additional eight (8) items that need approval.

CDW Government, Inc.

Staff requested quotes from authorized vendors and received four (4) quotes. CDW Government, Inc. provided the lowest bid for the purchase of a new network router for the Lathrop Police Department. A router is an essential component of any information system network and critical to supporting business processes. The router purchased for the Lathrop Police Department will connect all computers and other information technology hardware within the facility to the City's information technology infrastructure.

Solid Networks, Inc.

Solid Networks, Inc. is contracted with the City to provide maintenance and support services for servers, network, virtual environments, and storage area network and certified to perform the services required to set up a virtual server environment for the Lathrop Police Department. A virtual server environment allows multiple unique virtual servers to run its own systems independently using one physical server. The City will purchase law enforcement software products to serve the new Lathrop Police Department in its day-to-day operations and may require separate server in order to provide higher security level and optimal performance level.

Next Gen Alpha Upfitting

On June 14, 2021 Council approved the purchase of eleven (11) Police vehicles that will establish the fleet for the new Police Department, an additional twelve (12) new Police vehicles were approved on September 13, 2021. Upfitting these vehicles is the next step in preparing them for service. This process includes installing emergency lights, partitions and all other modern auxiliary equipment needed for the patrol vehicle to enhance officer safety and productivity. Quotes were solicited and the City had previously chosen Emergency Vehicle Outfitters of Elk Grove, CA. Due to timing the City has now chosen to partner with Next Gen Alpha Upfitting to provide the same services. Next Gen Alpha Upfitting was chosen for their ability to deliver the vehicle upfitting in the timelines that are required to meet the New Lathrop Police Department startup date of July 1.

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In addition, the San Joaquin County Sheriff's Department is gradually returning the Police Services vehicle fleet to the City. The new Lathrop Police Department will continue to operate and maintain the vehicle fleet. Before placing the existing fleet into service, each vehicle and motorcycle must be retro-fitted to meet the approved specifications of the new Lathrop Police Department vehicle fleet. The City will continue its partnership with Next Gen Alpha Upfitting to perform the retro-fitting of police equipment in the existing Police Services vehicle fleet. The services consist of replacing all the police equipment in the Police Services fleet with modern police equipment used in the build out of the new Lathrop Police Department vehicle fleet.

Continental Collision

Aside from the retro-fitting of the police equipment in Police Department vehicle fleet, the re-painting of the vehicle body of each vehicle and motorcycle will be the initial phase of the retro-fitting process. The City has chosen a white color scheme for the color specification to represent the new LPD vehicle fleet. The City selected Continental Collision to re-paint the auto-body of each vehicle of the new and existing Police Department vehicle fleet to meet the current specifications.

Wave Business Solutions, LLC

On November 11, 2021 Council approved and ratified an agreement with Wave Business Solutions, LLC to provide a private and secure communication circuit between the Lathrop Police Department and the Ripon Police Department Dispatch Center and provide an internet circuit at the Lathrop Police Building. In order to provide a secure and private communication circuit for the new Lathrop Police Department independent from the City's regular network, new underground facilities were required. Therefore, a service order change was executed to modify and extend the term of the service order for an additional 24 month from the initial 36 month standard term for a total of 60 months or five (5) years.

This connection will transmit data using the Computer Aided Dispatch Software and will allow dispatchers to communicate with officer. This connection is necessary to support Dispatch services and required to meet the security compliance of the California Law Enforcement Telecommunication System (CLETS).

Sworn Compensation Plan

On July 21, 2021, the City Council approved a Sworn Compensation Plan for the New Lathrop Police Department. This Plan provides compensation elements that will be offered to newly hired sworn officers. Some of these benefits are incentives to bring over experienced officers from other agencies, including an annual City contribution to deferred compensation, a one-time signing bonus, credit for service time to assign vacation accrual and an initial sick leave and vacation bank of 40 hours each upon hire. Other benefits, consistent with compensation practices in police agencies

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throughout the State, include special assignment pay in recognition of additional training and performance requirements, uniform allowance and compensation for education and Peace Officer Standards and Training (POST) training. Lastly, other benefits are consistent with existing City compensation, including Management Leave.

Over the last several months, staff had identified additional elements that needed to be added to the Plan. Staff proposes the following amendments:

- Adding special assignments pay of 5% for officers assigned to SWAT
- Adding certified bi-lingual 2.5%
- Establishing the Fair Labor Standards Act (FLSA) 7(k) exemption - FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments. Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. Staff is proposing to adopt a 14-day work period for law enforcement employees. Overtime rate will apply when the number of hours actually worked by law enforcement employees, exceeds eighty six (86) hours in a 14-day work period, and those hours have been approved by a supervisor the excess hours are considered overtime.
- Establishing Military leave procedures

Police Officer – 2 Additional Position

There are currently 24 police officer positions budgeted as part of the development of the City's new police force. Two of the budgeted police officer positions are dedicated as School Resource Officers (SRO). Upon further review, it was determined that a third School Resource Officer and a dedicated Community Response Officer (CRO) is required to meet the City's growing needs. This would add two (2) new positions for a total of 26 police officers.

A third SRO position would allow for better coverage for Lathrop's current five (5) elementary schools and high school. In addition, River Islands is currently under construction for the next K-8 elementary school and in the planning phase for the City's second high school. The benefit of adding a third SRO would allow for more time to build and establish relationships with school staff, students, and parents. The SROs would have more opportunities to develop training and draft plans for emergencies, intruders, and active shooter scenarios. This will provide better protection for our schools, help reduce the fear of crime, and provide a sense of security on school grounds, especially in the wake of the continued local and national school violence.

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To address quality of life issues in the community, a dedicated Community Resource Officer is also recommended. The CRO will provide quicker response to address low level crimes and public nuisance calls such as homelessness, property damage, theft, vandalism, etc. The CRO would be afforded the time to follow up and fully investigate such crimes and locate the involved parties. Moreover, having a dedicated CRO allows patrol officers to remain available for priority and emergency calls.

REASON FOR RECOMMENDATION:

Approval of these items will continue the process of implementing the City Council’s directive to establish the Lathrop Police Department.

FISCAL IMPACT:

All of the proposed actions, except the two new positions, have been included in the start-up project budget and do not require any additional budget adjustments. See table below for agreement summary:

Vendor	One Time Cost	Annual Cost	Contract Term
CDW Government, Inc.	\$24,333		
Solid Networks, Inc.	\$5,500		
Next Gen Alpha Upfitting - New	\$403,954		
Next Gen Alpha Upfitting - Existing	\$165,389		
Continental Collision – New & Existing	\$111,020		
WAVE Business Solutions		\$50,400	5 Years
2 Sworn Officers		\$340,000	

Budget amendment needed for the additional two officers for FY 2022/23 is as follows:

Increase Expenses:
 1010-4030-410-1100 \$340,000


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ATTACHMENTS:

- A. Resolution Ratifying an Agreement with CDW Government for the Purchase of a Network Router
- B. Agreement CDW Government for the Purchase of a Network Router
- C. Resolution Ratifying an Agreement with Solid Networks, Inc. for the Setup of a Virtual Server Environment
- D. Agreement Solid Networks, Inc. for the Setup of a Virtual Server Environment
- E. Resolution Ratifying Emergency Contract with Next Gen Alpha Upfitting for the Purchase and Installation of Police Equipment for Sixteen (16) Ford Police Interceptor Utility (PIU) Purchased for the New Lathrop Police Department
- F. Emergency Contract with Next Gen Alpha Upfitting for the Purchase and Installation of the New Police Department Vehicle Fleet
- G. Resolution Ratifying Contract Change Order No. 1 with Next Gen Alpha Upfitting for the Retro-fitting of Police Equipment in the Existing Police Services Fleet
- H. Contract Change Order No. 1 Next Gen Alpha Upfitting for the Retro-fitting of Police Equipment of the Existing Police Services Vehicle Fleet
- I. Resolution Ratifying Emergency Contract with Continental Collision for the Auto-Body Paint Services of the New and Existing Police Department Vehicle Fleet
- J. Emergency Contract with Continental Collision for Auto-Body Paint Services of the New and Existing Police Department Vehicle Fleet
- K. Resolution Ratifying Agreement with Wave Business Solutions, LLC to Provide Communications for Dispatch Services Between the City of the Lathrop Police Department and the Ripon Police Department and to provide Internet Access at the New Police Department
- L. Agreement Wave Business Solutions to Provide Communications for Dispatch Services Between the City of the Lathrop Police Department and the Ripon Police Department
- M. Resolution Amending Police Department's Sworn Compensation Plan
- N. City of Lathrop Police Department's Sworn Compensation Plan
- O. Resolution Approving Two Additional Police Officer Positions

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APPROVALS:



Chia Lor
Senior Accountant

04-28-2022
Date



Cari James
Director of Finance

4/28/2022
Date



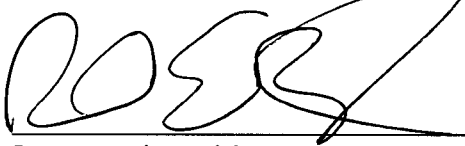
Theresa Roland
Director of Human Resources

4/28/2022
Date



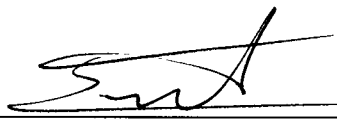
Tony Fernandes
Director of Information Systems

4-28-2022
Date



Raymond Bechler
Chief of Police

5/2/22
Date



Salvador Navarrete
City Attorney

5.3.2022
Date



Stephen J Salvatore
City Manager

5.5.22
Date

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH CDW GOVERNMENT FOR THE PURCHASE OF
A NETWORK ROUTER**

WHEREAS, staff requested quotes from authorized vendors and received four (4) quotes. CDW Government was the lowest bidder; and

WHEREAS, the City chose CDW Government to provide a new network router to serve the new Police Department; and

WHEREAS, the City's purchasing officer has previously authorized other purchases of goods and services from CDW Government related to the Police Transition project. The purchase of the new router amends the total purchase amount of goods and services provided by CDW Government for the project above the purchasing officer's purchasing limit; and

WHEREAS, due to the timeliness surrounding the Police Transition project, the purchase order was signed and is being brought forth for ratification at the proceeding City Council meeting on May 16, 2022; and

WHEREAS, the router is an essential component of the information system network and critical to supporting business processes; and

WHEREAS, the router purchased for the Lathrop Police Department will connect all computers and other information technology hardware within the facility to the City's information technology infrastructure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the agreement with CDW Government for Purchase of a Network Router.

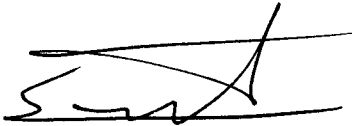
The foregoing resolution was passed and adopted this 16th day of May, 2022, by the following vote of the City Council, to wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2022-00000586

Date 3/31/2022

Resolution

The parties to this agreement are:

Vendor No. 1568

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 CDW Government, Inc
 75 Remittance Dr, Suite 1515
 Chicago, IL 60675-1515

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
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ORIGINATOR Chia Lor

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	Cisco 4451 X-Router	\$15,414.0000	\$15,414.00
1.00	EACH	Cisco Performance on Demand	\$2,757.8800	\$2,757.88
1.00	EACH	Cisco SmartNet Solution Support	\$3,894.1400	\$3,894.14
1.00	EACH	Cisco - SFP	\$797.4700	\$797.47
1.00	EACH	C2G 3m LC-LC 9 Duplex Single Mode Fiber Cable	\$19.4900	\$19.49
1.00	EACH	Shipping Cost	\$29.6700	\$29.67
1.00	EACH	Sales Tax	\$1,420.2200	\$1,420.22

\$24,332.87

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:

 2DFE2024B8B400

4/1/2022

CITY OF LATHROP
 RECOMMENDED FOR APPROVAL DATE

DocuSigned by:

 2C70D8626FDD4F8

4/1/2022

VENDOR (Signature)
 APPROVED BY DATE

Tim Sharkey AM

VENDOR (Print Name)
 APPROVED BY DATE

4-1-22
 CITY OF LATHROP
 APPROVED BY DATE

Special Instructions

Cisco Router for LPD - See quote MRRL464

STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof, no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense:
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability-Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are no altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act: not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.

QUOTE CONFIRMATION



DEAR TONY FERNANDES,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Please proceed to convert your quote to an order.

ACCOUNT MANAGER NOTES: Thank You.


QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRRL464	3/31/2022	MRRL464	1652748	\$24,332.87

IMPORTANT - PLEASE READ
Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
 TAX: CONTACT CDW FOR TAX DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Mfg. Part#: ISR4451-X/K9 UNSPSC: 43222609 TAX: LATHROP, CA 8.7500% \$1,348.73 Contract: National IPA Technology Solutions (2018011-01)	1	3133924	\$15,414.00	\$15,414.00
Mfg. Part#: FL-44-PERF-K9= UNSPSC: 43232908 Electronic distribution - NO MEDIA TAX: LATHROP, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	1	3679405	\$2,757.88	\$2,757.88
Mfg. Part#: CON-SSSNT-ISR45XK9 UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: LATHROP, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	1	4277981	\$3,894.14	\$3,894.14
Mfg. Part#: GLC-LH-SMD= UNSPSC: 43201553 TAX: LATHROP, CA 8.7500% \$69.78 Contract: National IPA Technology Solutions (2018011-01)	1	2558100	\$797.47	\$797.47
Mfg. Part#: 28758 UNSPSC: 26121609 TAX: LATHROP, CA 8.7500% \$1.71 Contract: National IPA Technology Solutions (2018011-01)	1	1152425	\$19.49	\$19.49

PURCHASER BILLING INFO		SUBTOTAL	\$22,882.98
Billing Address: CITY OF LATHROP ACCTS PAYABLE 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Payment Terms: NET 30-VERBAL		SHIPPING	\$29.67
		SALES TAX	\$1,420.22
		GRAND TOTAL	\$24,332.87
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF LATHROP TONY FERNANDES 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Shipping Method: UPS 2nd Day Air		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Tim Sharkey		(877) 881-6919		timshar@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$22,882.98	\$626.76/Month	\$22,882.98	\$720.36/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/termsandconditions](#)
 For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AGREEMENT WITH SOLID NETWORKS, INC. FOR THE SET-UP OF
A VIRTUAL SERVER ENVIRONMENT**

WHEREAS, Solid Networks, Inc. is contracted with the City to provide maintenance and support services for servers, network, virtual environments, and storage area network; and

WHEREAS, Solid Networks, Inc. is certified to perform the services required to set up a virtual server environment for the new Police Department; and

WHEREAS, the City's purchasing officer has previously authorized other purchase of goods and services from Solid Networks, Inc. related to the Police Transition project. The service requested for the setup of a virtual server environment amends the total purchase amount of goods and services provided by Solid Network, Inc. for the project above the purchasing officer's purchasing limit; and

WHEREAS, due to the timeliness surrounding the Police Transition project, the agreement was signed and is being brought forth for ratification at the proceeding City Council meeting on May 16, 2022; and

WHEREAS, the City will purchase law enforcement software products to serve the new Lathrop Police Department in its day-to-day business processes and will require separate server in order to provide higher security and performance level.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify the agreement with Solid Networks, Inc for the Setup of a Virtual Environment for the Lathrop Police Department.

The foregoing resolution was passed and adopted this 16th day of May, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND SOLID NETWORKS, INC.**

**FOR THE SET UP OF THE NEW LATHROP POLICE DEPARTMENT
VIRTUAL SERVER ENVIRONMENT FOR GG21-11**

THIS AGREEMENT, dated for convenience this 21st day of April 2022, is by and made and entered into by and between SOLID NETWORKS, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the set-up of a virtual server environment for the Lathrop Police Department required by this agreement; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Services as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform the set-up of a virtual server environment for the Lathrop Police Department in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$5,500** as described in Exhibit "A".

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

(3) Effective Date and Term.

This agreement shall become effective on the signature date of the City Manager and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than December 31, 2022.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Mark Ricci**
CONSULTANT shall not replace its Authorized Representatives without the prior

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, 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. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT 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. CONSULTANT shall, at CONSULTANT'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 CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT 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 CONSULTANT, 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. CONSULTANT, at CONSULTANT'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, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability

**CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT**

form or other form with a general aggregate limit 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 there from, 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, agents, 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 CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. 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 claims 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 CONSULTANT 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.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

- (c) Deductibles and Self-Insured Retentions. CONSULTANT 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 the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT 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, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT 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 CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT 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 CONSULTANT'S breach.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

(13) Termination.

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall

be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430
FAX: (209) 941-7449

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

To Consultant: Solid Networks, Inc.
5686 Pirrone Road
Salida, CA 95368
Phone: (209) 338-1400
Fax: (209) 388-1401

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

**CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT**

- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(18) Notice to Proceed.

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

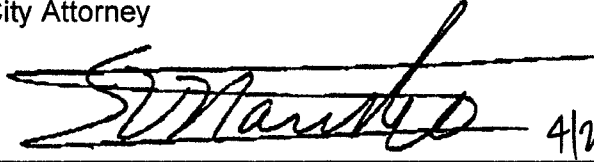
(19) Signatures.

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.

CITY OF LATHROP – SOLID NETWORKS, INC.
LATHROP POLICE DEPARTMENT VIRTUAL SERVER ENVIRONMENT

Approved as to Form:

City of Lathrop
City Attorney

 4/22/22

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Director of Information Systems

DocuSigned by:
 4/19/2022
2DE839924B0B4D0

Tony Fernandes

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

 4-26-22

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Solid Networks, Inc.
5686 Pirrone Road
Salida, CA 95368
Fed ID #: 62-1782197
Business License #: 20058

DocuSigned by:
 4/19/2022
295568A000334E1...

Signature

Date

Joe Cram

CEO

Print Name

Title

EXHIBIT "A"



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

**Technology
Simplified**



We have prepared a quote for you

Lathrop PD Mirrored Virtual Server Deployment

Quote #007234
Version v3

Prepared for:

City of Lathrop

Tony Fernandes
tfernandes@ci.lathrop.ca.us



Services	Price	Qty	Ext. Price
<p>SNI-PS Professional Services - Lathrop PD Virtual Server Environment</p> <p>Service Deliverables:</p> <ul style="list-style-type: none"> • Project coordination, including resource scheduling, project definition, timelines and closure. • Discovery, final design and deployment planning. • SNI will be responsible for installing (3) Cisco 10GB NIM modules within the existing 9300 switch stack and provisioning the necessary 10GB ports required for server connectivity • SNI will rack the (2) new HPE DL380 G10 virtual server hosts and connect to the 9300 switch stack each by way of 2x 10GB SFP+ network interfaces, 1x for iLO out of band management. • SNI will perform any necessary firmware updates to the server hosts. • SNI will install VMware Essentials Plus bundle including vCenter manager, and provision up to 3 virtual machines required for PD. • SNI will install the foundational operating system across the new virtual machines and perform any required OS updates. City of Lathrop will be responsible for providing required Microsoft server licensing. • SNI will establish and test mirroring between the two server hosts for replication and failover purposes. • Solid Networks will not be responsible for deploying any specific line-of-business applications across new virtual machines, but will provide any back-end vendor support during the process if necessary. 	\$5,500.00	1	\$5,500.00
Subtotal			\$5,500.00



Lathrop PD Mirrored Virtual Server Deployment

Quote #: 007234

Version: 3 Updated: 04/14/2022 Expiration Date: 04/17/2022

Prepared by:

Solid Networks

Mark Ricci

1.209.338.1424

Mark.Ricci@SolidNetworks.com

Prepared for:

City of Lathrop

390 Towne Centre Drive

Lathrop, CA 95330

Tony Fernandes

(209) 941-7200

tfernandes@ci.lathrop.ca.us

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
Services	\$5,500.00
Total:	\$5,500.00

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.

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: _____



OFF-SITE STAGING & CONFIGURATION AGREEMENT FOR QUOTE # 007234 v3

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

Client wishes to purchase equipment from SNI 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.

Solid Networks, Inc. Master Services Agreement

The following terms and conditions govern our relationship with you and limit our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE: SERVICES

- a) *Scope.* This master services agreement (this "Agreement") governs all services that Solid Networks, Inc., a California corporation with offices located at 5686 Pirrone Road, Salida, California 95368 ("us", "our", "we" or "SNI"), performs for, as well as any licenses or products that we sell or re-sell, to you (collectively, the "Services").
- b) *Quotes.* The Services are not described in this Agreement; instead, you will be provided with an electronic quote, proposal, and/or order ("Quote") that describe the Services through which you agree to purchase the Services from us. The Quote may have one or more statements of work (each a "SOW") attached to it that further describe, summarize, and/or define the scope of the Services. **By accepting the Quote, you agree to the terms of each SOW and the terms of this Agreement. If you do not agree to the terms of the SOW and this Agreement, then you should not accept the Quote. From this point forward in this Agreement, Quotes and SOWs will be collectively referred to as "SOW."**
- c) *Conflict.* If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Master Services Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

GENERAL REQUIREMENTS

- a) *Environment.* For the purposes of this Agreement, "Environment" means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity.
- b) *Requirements.* At all times, all software on the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.
- c) *Updates.* Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If required under a SOW, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.
- d) *Third Party Support.* If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process. If the fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
- e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include upgrading the Environment's server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment or the location in which the Environment is maintained, at your sole cost. We will not be responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow SNI's advice or directions, or your unauthorized or unilateral modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.
- f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we deem reasonable and necessary.

- g) *Authorized Contact(s)*. We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, (ii) who signed the applicable SOW, and/or (iii) who, given the totality of the circumstances, reasonably appears to have been given the authority by you to provide us with directions or consent. If you notify us in writing (e.g. by email), your change will take effect no later than three (3) business days after we receive your notice; and, if notice is given in person or by telephone, your change will take effect on the business day on which you provide us with your notice.
- h) *Insurance*. If you are supplied with SNI Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. SNI must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to SNI. Upon SNI's request, you agree to provide proof of insurance to SNI, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

FEES; PAYMENT

- a) *Fees*. You agree to pay the fees, costs, and expenses described in each SOW. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).
- b) *Schedule*. All undisputed fees will be due and payable in advance of the provision of the Services. If applicable, recurring payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided, and, if applicable, your designated credit card will be charged on the first business day of the month in which the Services are to be provided.
- c) *Nonpayment*. Fees that remain unpaid for more than fifteen (15) days after the due date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 2% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-activation fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

ACCESS

You hereby grant to SNI and its designated third party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for SNI to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. SNI shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

- a) *Hardware / Software Purchased Through SNI*. All hardware, software, peripherals or accessories purchased through SNI ("Third Party Products") are generally nonrefundable once the product is obtained from SNI's third party provider or reseller. If you require a refund, then the third party provider's or reseller's return policies shall apply. We do not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided "as is" and without any warranty whatsoever as between SNI and you (including but not limited to implied warranties).
- b) *Liability Limitations*. This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of our business relationship with you. You acknowledge and agree that SNI would not enter into any SOW or this Agreement unless SNI could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to SNI), savings, or other indirect or contingent event-based economic loss

arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to SNI for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM: TERMINATION

- a) *Term.* This Agreement begins on the earliest date on which you accept an Order and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- b) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if SNI decides to cease providing a service to all of its customers generally, then SNI may terminate an applicable SOW (or the applicable portion of the SOW) without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without SNI's consent, then you will be responsible for paying the termination fee described in the "Termination for Cause" section, below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- c) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, with the notice prominently displaying the heading "Notice of Breach", and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If SNI terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then SNI shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to SNI had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
- d) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by SNI on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then SNI will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

- e) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- f) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which SNI-owned equipment or software (collectively, "SNI Equipment") is located to enable us to remove all SNI Equipment from the premises. If you fail or refuse to grant SNI access as described herein, or if any of the SNI Equipment is missing, broken or damaged (normal wear and tear excepted) or any of SNI-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.
- g) *Transition; Deletion of Data.* In the event that you request SNI's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to SNI providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

- a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the Environment, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.
 - i) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 5:00 PM Pacific Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
 - ii) *Client-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
 - iii) *Vendor-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.
 - iv) *Remedies; Limitations.* Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in the "Term; Termination" section above are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.
- b) *Onboarding Exception.* You acknowledge and agree that for the first forty-five (45) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities and/or familiarization with you (the "Onboarding Exception").

CONFIDENTIALITY

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of SNI, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

- b) *Use.* We will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.
- c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.
- e) *Business Associate.* If we enter into a business associate agreement (“BAA”) with you for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this Agreement. The terms that protect confidentiality most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

ADDITIONAL TERMS: THIRD PARTY SERVICES

- a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.** If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, help desk services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to SNI or to you.
- c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d) *BYOD.* You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, “Devices”), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us (“Unknown Devices”).** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.
- e) *Equipment.* Unless otherwise noted in a SOW or Order, all SNI Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable SOW, your license to use the SNI Equipment shall immediately terminate, and thereafter all SNI Equipment must be returned to us immediately at your expense. All configurations on the SNI Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

ARBITRATION

Except for undisputed collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA arbitrator available within a twenty (20) mile radius of our office, then by any arbitration venue as determined by us, pursuant to that venue's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

- a) ***Compliance.*** Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.
- b) ***Disclosure.*** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
- c) ***Security.*** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.
- d) ***Non-Solicitation.*** Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee first year of base salary with the Restricted Party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- e) ***Collections.*** If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

- f) **Assignment.** Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- g) **Amendment.** Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by SNI, specifically refers to this Agreement or the SOW being amended, and is accepted in writing (email or electronic signature is acceptable) by you.
- e) **Time Limitations.** The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- f) **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g) **Other Terms.** We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- h) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i) **Merger.** This Agreement, together with any and all Quotes and SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are not nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote or SOW. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.
- j) **Force Majeure.** Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- k) **Survival.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- l) **Insurance.** SNI and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- m) **Governing Law; Venue.** This Agreement and any SOW will be governed by, and construed according to, the laws of the state of California. You hereby irrevocably consent to the exclusive jurisdiction and venue of Stanislaus County, California, for any and all claims and causes of action arising from or related to this Agreement.
- n) **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- o) **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or SNI in any manner the terms of this Agreement.

- p) **Business Day.** If a time period set forth in this Agreement expires on a day other than a business day in Stanislaus County, California, such period will be extended to and through the next succeeding business day in Stanislaus County, California.
- q) **Notices; Writing Requirement.** Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to SNI regarding (a) any alleged breach of this Agreement by SNI, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to SNI by U.S. mail or courier, unless such requirement is expressly and specifically waived by SNI. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.
- r) **Independent Contractor.** SNI is an independent contractor, and is not your employer, employee, partner, or affiliate.
- s) **Subcontractors.** Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.
- t) **Data & Service Access.** Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.
- u) **Counterparts.** The parties intend to sign, accept and/or deliver any Quote, this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING
FOR THE PURCHASE AND INSTALLATION OF POLICE EQUIPMENT FOR 16
OF THE FORD POLICE INTERCEPTOR UTILITY PURCHASED FOR THE
LATHROP POLICE DEPARTMENT FLEET**

WHEREAS, on June 14, 2021 Council approved the purchase of eleven (11) Police vehicles that will establish the fleet for the new Police Department; and

WHEREAS, an additional twelve (12) new Police vehicles were approved by Council on September 13, 2021; and

WHEREAS, upfitting these vehicles is the next step in preparing them for service; and

WHEREAS, the vehicle upfitting process includes installing emergency lights, partitions and all other modern auxiliary equipment needed for the patrol vehicle to enhance officer safety and productivity; and

WHEREAS, the City had previously chosen Emergency Vehicle Outfitters of Elk Grove, CA; and

WHEREAS, due to timing the City has now chosen to partner with Next Gen Alpha Upfitting to provide the same service for 16 of the Ford Police Interceptor Utility; and

WHEREAS, due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on May 16, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby Ratify the Emergency Contract with Next Gen Alpha Upfitting for the Purchase and Installation of Police Equipment for 16 of the Ford Police Interceptor Utility Purchased for the New Lathrop Police Department Fleet.

The foregoing resolution was passed and adopted this 16th day of May, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP EMERGENCY CONTRACT WITH NEXTGEN ALPHA
UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE
VEHICLE EQUIPMENT FOR THE CITY OF LATHROP POLICE
DEPARTMENT VEHICLE FLEET TO PROVIDE ESSENTIAL PUBLIC
SAFETY SERVICES**

THIS AGREEMENT, dated for convenience this 10 day of February 2022 is by and between NEXTGEN ALPHA UPFITTING ("CONTRACTOR") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform Installation Services of Police Vehicle Equipment, which will be required by this agreement; and

WHEREAS, CITY selected the CONTRACTOR as the most qualified to perform these services; and

WHEREAS, CONTRACTOR is able and willing to render such Police Vehicle Equipment Installation Services in the time required to ensure all vehicles are ready to enter service on July 1, 2022 as part of the newly formed Lathrop Police Department; and

WHEREAS, fully outfitted vehicles are necessary by July 1, 2022 to allow the City to maintain essential public police services and thereby preserve life, property, public health, safety and welfare pursuant to LMC 2.36.080;

NOW, THEREFORE, CONTRACTOR and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONTRACTOR agrees to perform services in conformance with scope of work, Exhibit A, submitted by the CONTRACTOR, herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$403,954.17 for the purchase and installation services of police vehicle equipment as set forth in Exhibit "A" plus a contingency budget of \$40,396, which will require separate City Manager authorization prior to use. CONTRACTOR shall be paid within thirty (30)

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless CITY's City Manager executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is February 10, 2022 and it shall terminate no later than June 30, 2022.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S City Manager.

CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

(8) Assignment of Personnel

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

(9) 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. 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, 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 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

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

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, agents, 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, including the insider's general supervision 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.
- (c) 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

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

coverage.

- (d) 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.

(10) Indemnification - CONTRACTOR'S Responsibility

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. For any third

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

party losses where CONTRACTOR's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

(14) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission.

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Information Technologies
390 Towne Centre
Lathrop, CA 95330

MAIN: (209) 941-7340
FAX: (209) 941-7439

To Contractor: **NextGen Alpha Upfitting
8400 Carbide Ct., Ste. A
Sacramento, CA 95828**

Phone: **(916) 423-5053**

(16) Miscellaneous

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
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- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONTRACTOR.** In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

**CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT**

- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed


Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

(18) 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 CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


CITY OF LATHROP – NEXTGEN ALPHA UPFITTING
PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

Approved as to Form: City of Lathrop
City Attorney

 2-9-2022

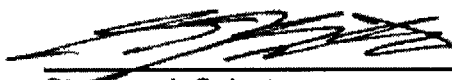
Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Chief Information Officer

 2-9-2022

Tony Fernandes Date

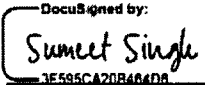
Accepted By: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

 2-10-22

Stephen J. Salvatore Date
City Manager

CONTRACTOR: NextGen Alpha Upfitting
8400 Carbide Ct
Suite A
Sacramento, CA 95828

Fed ID # _____
Business License # _____

DocuSigned by:
 2/9/2022

Signature Date
Sumeet Singh 02/09/2022

(Print Name and Title)

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2-4-2022	22028

Name / Address
Lathrop Pd 15597 7th St, Lathrop, CA 95330 <i>940 River Islands Parkway Lathrop Ca 95330</i>

				Project
Item	Description	Qty	Rate	Total
	2020 FORD UTILITY x16 UNITS			
NG ORDER	LATHROP SPEC DECAL LIGHTING	16	1,675.00	26,800.00T
NG ORDER	FMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN	16	2,395.00	38,320.00T
NG ORDER	SOS NFORCE TRAFFIC ADVISOR AMBER	16	545.00	8,720.00T
SOS ENFSWP3D	nFORCE® Single Light w Permanent Mount, 12" hard wire w/ sync option. SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Red/White - FRONT PUSH BUMPER AND 45 DEGREE	32	169.99	5,439.68T
SOS ENFSWP3E	nFORCE® Single Light w Permanent Mount, 12" hard wire w/ sync option, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Blue/White - FRONT PUSH BUMPER AND 45 DEGREE	32	169.99	5,439.68T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	16	189.99	3,039.84T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	16	189.99	3,039.84T
SOS ENFSWP3J	nFORCE® Single Light w Suction Cup Mount, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - RED/BLUE- QUARTER PANEL LIGHTING	32	169.99	5,439.68T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	32	92.49	2,959.68T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	32	48.95	1,566.40T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	16	58.95	943.20T
			Total	

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2-4-2022	22028

Name / Address
Lathrop Pd 15597 7th St, Lathrop, CA 95330 <i>940 River Islands Parkway Lathrop Ca 95330</i>

				Project
Item	Description	Qty	Rate	Total
SOS EMPS2SMS...	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc. Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS PUSH BUMPER SETUP	32	129.99	4,159.68T
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights, Without Wraparound Brush Guard; For Use With Optional Top Channel	16	449.00	7,184.00T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard; Elite; Powder Coated; Black; 7 Gauge HRPO Steel, Dual 2-3/4 Inch Wide Rubber Strips, Requires Westin Public Safety Elite Bumper Push Bar	16	459.00	7,344.00T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover, For Westin Elite Series Bumper Push Bar, With 2 Soundoff NFORCE Light Mounting Holes; Powder Coated, Black; Steel SIREN	16	39.99	639.84T
SOS ENGSA582...	500 series remote siren with button control, 10-16v	16	1,049.50	16,792.00T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt CONSOLE	32	189.99	6,079.68T
TPS CC-20-UVL...	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	16	394.75	6,316.00T
TPS FP-SO380R	4" SOUNDOFF FACEPLATE	16	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500 XTL5000 APX6500 05,07, REMOVE HEAD	16	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	32	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	32	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET - USB CUTOUTS ELECTRONICS INCLUDED	16	58.50	936.00T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	16	49.95	799.20T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	32	12.99	415.68T
TPS AC-TB-ARM...	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	16	169.55	2,712.80T
			Total	

NextGen Alpha Upfitting
 8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2/4/2022	22028

Name / Address
Lathrop Pd 15597 9th St, Lathrop, CA 95330 <i>940 River Islands Parkway Lathrop Ca 95330</i>

				Project
Item	Description	Qty	Rate	Total
TPS CM-UMSH...	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM DOCKING STATION	16	259.75	4,156.00T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	16	1,295.00	20,720.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY GUNLOCK	16	189.99	3,039.84T
TPS GM-SGRF-...	DUAL WEAPON MOUNT	16	255.00	4,080.00T
TPS GM-B-SC1A...	CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	16	58.00	928.00T
TPS GM-B-OP-S...	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	16	69.00	1,104.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK	16	118.56	1,896.96T
NG ORDER	SC 6 UNIVERSAL GUN LOCK RATCHETING STYLE PRISONER SETUP	16	169.99	2,719.84T
TPS TP-E-SL6-U...	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	16	749.95	11,999.20T
TPS SAB-20-FD...	2020+ PI Utility Big-Boy partition mounting kit. Extra seat-back recline.	16	69.99	1,119.84T
TPS KP-UV20-D...	2020+ PI Utility 3-pc Kick panel w foot pockets - Use with Big-Boy mount	16	145.85	2,333.60T
TPS PS-20-UVFX...	Plastic seat with OS belts, rear partition (square-hole), with fire compartment	16	1,645.00	26,320.00T
TPS DP-UV20-SET	2020+ PI Utility driver and passenger side door panel (SET)	16	225.00	3,600.00T
TPS WG-20-FDU...	2020 FORD POLICE INTERCEPTOR - CIVILIAN EXPLORER DRIVER & PASSENGER-SIDE VERTICAL BAR WINDOW GUARD REAR BOX AND EQUIPMENT TRAY	16	215.45	3,447.20T
TPS CP-UV20-M...	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	16	289.95	4,639.20T
TPS AC-EB-SL-T...	2020+ PI Utility electronics tray, 37.5" wide x 23.6" long.	16	289.55	4,632.80T
			Total	

EXHIBIT "A"

NextGen Alpha Upfitting
 8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2/4/2022	22028

Name / Address
Lathrop Pd 15597 7th St, Lathrop, CA 95330 <i>940 River Islands Parkway Lathrop Ca 95330</i>

				Project
Item	Description	Qty	Rate	Total
TPS AC-EB-TRA...	2020+ PI Utility electronics tray fence. 37" wide x 5.6" tall for AC-EB-SL-TRAY only.	16	45.95	735.20T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP ACCESSORIES	16	1,495.00	23,920.00T
NG ORDER	SPECIAL ORDER TRIBAND ANTENNA 714316	16	489.00	7,824.00T
TSO 78815	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 - 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	32	19.99	639.68T
NG ORDER	JD 425-3816 MAGNETIC MIC	32	44.95	1,438.40T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	16	169.99	2,719.84T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	16	32.49	519.84T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	16	49.99	799.84T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	16	525.00	8,400.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	16	1,125.00	18,000.00
NG SHOP SUPPL...	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	16	198.75	3,180.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	16	3,825.00	61,200.00
	Sales Tax		7.75%	22,754.01
			Total	\$403,954.17



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2022-00000467

Date 2/8/2022

Resolution

The parties to this agreement are:

Vendor No. 3413

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 NextGen Alpha Upfitting
 Suite A
 SACRAMENTO, CA 95828

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP VIA
 FREIGHT TERMS
 PAGE 1 of 3
 ORIGINATOR Chia Lor

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	Ford PIU Build for 16 vehicles - Installation & Equipment	\$381,200.1600	\$381,200.16
1.00	EACH	Sales Tax	\$22,754.0100	\$22,754.01

\$403,954.17

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

[Signature] 2/9/22
 CITY OF LATHROP RECOMMENDED FOR APPROVAL DATE

DocuSigned by:
Sumeet Singh 2/9/2022
 3F595CA20B464D6
 VENDOR (Signature) APPROVED BY DATE

[Signature] 2-9-22
 CITY OF LATHROP APPROVED BY DATE

Sumeet Singh 02/09/2022
 VENDOR (Print Name) APPROVED BY DATE

Special Instructions

Vehicle Buildout for 16 Ford PIU - See estimate #22028
 *Correct address: 940 River Islands Parkway, Lathrop Ca 95330

STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

- 1 ACCEPTANCE Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller
- 2 INVOICES Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment
- 3 PAYMENT TERMS Seller shall receive payment either by One-Time payment (Lump Sum) Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
- 4 ORDER CHANGES The Buyer shall have the right from time to time by written notices to make changes in quantities and or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
- 5 SHIPPING Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery
- 6 DELIVERY. Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
- 7 TERMINATION. Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller
- 8 DECLINE IN PRICES Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer
- 9 FORCE MAJEURE. Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer
- 10 WARRANTY. Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer
- 11 ASSIGNMENT. Neither party shall assign or transfer this Purchase Order without the written consent of the other
- 12 INDEMNITY. SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

- 13 **BUYER'S PROPERTY** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused
- 14 **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS** By acceptance hereof, Seller warrants
- (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended,
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701 and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq. R. S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
- 15 **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
- (a) Worker's Compensation and Employer's Liability Insurance
 - (b) General liability (including Contractual Liability and Product Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer
- 16 **INSOLVENCY** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
- 17 **TAXES** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer
- 18 **FOREIGN SHIPMENTS** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order
- 19 **VENUE** This Purchase Order shall be governed by the law of the State of California
- 20 **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control
- 21 **CONFLICTING TERMS** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail
- 22 **REVIEW OF RECORDS** During the term of the purchase order agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
- 23 **OFFSETTING BILLS** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City
- 24 **NON-EXCLUSIVE AGREEMENT** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2/4/2023	22028

Name / Address
Lathrop Pd 15597 7th St. Lathrop, CA 95330 <i>940 River Islands Parkway Lathrop Ca 95330</i>

Project

Item	Description	Qty	Rate	Total
	2020 FORD UTILITY x16 UNITS			
NG ORDER	LATHROP SPEC DECAL LIGHTING	16	1,675.00	26,800.00T
NG ORDER	EMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN	16	2,395.00	38,320.00T
NG ORDER	SOS NFORCE TRAFFIC ADVISOR AMBER	16	545.00	8,720.00T
SOS ENFSWP3D	nFORCE® Single Light w/ Permanent Mount, 12" hard wire w/ sync option, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Red/White - FRONT PUSH BUMPER AND 45 DEGREE	32	169.99	5,439.68T
SOS ENFSWP3E	nFORCE® Single Light w/ Permanent Mount, 12" hard wire w/ sync option, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Blue/White - FRONT PUSH BUMPER AND 45 DEGREE	32	169.99	5,439.68T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc. w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	16	189.99	3,039.84T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc. w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	16	189.99	3,039.84T
SOS ENFSWP3J	nFORCE® Single Light w/ Suction Cup Mount, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - RED/BLUE- QUARTER PANEL LIGHTING	32	169.99	5,439.68T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	32	92.49	2,959.68T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	32	48.95	1,566.40T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	16	58.95	943.20T
Total				

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
2/4/2023	22028

Name / Address
Lathrop Pd 15597 7th St, Lathrop, CA 95340 <i>940 River Islands Parkway Lathrop Ca 95330</i>

Project

Item	Description	Qty	Rate	Total
SOS EMPS2SMS...	mpowerE 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS PUSH BUMPER SETUP	32	129.99	4,159.68T
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar, Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard; For Use With Optional Top Channel	16	449.00	7,184.00T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard: Elite, Powder Coated; Black; 7 Gauge HRPO Steel; Dual 2-3/4 Inch Wide Rubber Strips; Requires Westin Public Safety Elite Bumper Push Bar	16	459.00	7,344.00T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover; For Westin Elite Series Bumper Push Bar; With 2 Soundoff NFORCE Light Mounting Holes; Powder Coated; Black; Steel SIREN	16	39.99	639.84T
SOS ENGSA582...	500 series remote siren with button control, 10-16v	16	1,049.50	16,792.00T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt CONSOLE	32	189.99	6,079.68T
TPS CC-20-UVL...	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	16	394.75	6,316.00T
TPS FP-SO380R	4" SOUNDOFF FACEPLATE	16	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	16	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	32	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	32	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	16	58.50	936.00T
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8400 Carbide Ct Suite A
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TPS TP-E-SL6-U...	US size, Recessed Panel, Sliding window; Square-hole punched crawl-thru prevention bracket	16	749.95	11,999.20T
TPS SAB-20-FD...	2020+ PI Utility Big-Boy partition mounting kit. Extra seat-back recline.	16	69.99	1,119.84T
TPS KP-UV20-D...	2020+ PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount	16	145.85	2,333.60T
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TPS CP-UV20-M...	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	16	289.95	4,639.20T
TPS AC-EB-SL-T...	2020+ PI Utility electronics tray. 37.5" wide x 23.6" long.	16	289.55	4,632.80T
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EXHIBIT "A"

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
2/4/2022	22028

Name / Address
Lathrop Pd 15547 7th St, Lathrop, CA 95330 <i>940 River Islands Parkway</i> <i>Lathrop Ca 95330</i>

Item	Description	Qty	Rate	Total
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NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP ACCESSORIES	16	1,495.00	23,920.00T
NG ORDFR	SPECIAL ORDER TRIBAND ANTENNA 714316	16	489.00	7,824.00T
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NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	16	169.99	2,719.84T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	16	32.49	519.84T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	16	49.99	799.84T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	16	525.00	8,400.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	16	1,125.00	18,000.00
NG SHOP SUPPL...	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	16	198.75	3,180.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	16	3,825.00	61,200.00
	Sales Tax		7.75%	22,754.01
Total				\$403,954.17

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING CONTRACT CHANGE ORDER NO. 1 WITH NEXTGEN ALPHA
UPFITTING FOR THE RETRO-FITTING OF POLICE EQUIPMENT IN THE
EXISTING POLICE DEPARTMENT FLEET**

WHEREAS, the San Joaquin County Sheriff's Department is gradually returning the Police Services vehicle fleet to the City; and

WHEREAS, the new Lathrop Police Department will continue to operate and maintain the vehicle fleet; and

WHEREAS, retro-fitting each vehicle and motorcycle to meet the approved specifications of the new Lathrop Police Department vehicle fleet is the next step in preparing them for service; and

WHEREAS, the services consist of replacing all the police equipment in the Police Services fleet with modern police equipment used in the build out of the new Lathrop Police Department vehicle fleet; and

WHEREAS, the City will continue its partnership with Next Gen Alpha Upfitting to perform the retro-fitting of police equipment in the existing Police Services vehicle fleet; and

WHEREAS, due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on May 16, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby Ratify the Contract Change Order No. 1 with Next Gen Alpha Upfitting for the Retro-fitting of Police Equipment in the Existing Police Department Fleet.

The foregoing resolution was passed and adopted this 16th day of May, 2022,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CHANGE ORDER NO. 1

**Purchase and Installation of Police Vehicle
Equipment for the New City of Lathrop Police
Department Vehicle Fleet**

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
**EMERGENCY CONTRACT FOR THE PURCHASE AND INSTALLATION OF POLICE
VEHICLE EQUIPMENT FOR THE NEW CITY OF LATHROP POLICE DEPARTMENT**

Contractor: NextGen Alpha Upfitting

Address: 8400 Carbide Ct, Suite A
Sacramento, CA 95828

Change Order Date: May _____, 2022

Notice to Proceed Date: February 10, 2022

Contract Execution Date: February 10, 2022

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and proposal attached as Exhibit A, you are hereby directed to make the herein described additions, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **NextGen Alpha Upfitting** dated **February 10, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

A. None

II. **ADDITIONS TO CONTRACT**

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Purchase and Installation of Police Vehicle Equipment to retrofit 9 Vehicles, 2 Motorcycles, and 2 Animal Control Vehicles	1	Lump Sum	\$166,432.00	\$166,432.00
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER NO. 1					\$166,432.00
ORIGINAL CONTRACT AMOUNT					\$403,955.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1					\$570,387.00

(END OF CHANGES)

DESCRIPTION OF WORK

See additions to contract. The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order.

TIME OF COMPLETION

The effective date of Change Order No.1 is May _____, 2022 and it shall terminate no later than December 31, 2022.

CHANGE ORDER NO. 1

**Purchase and Installation of Police Vehicle
Equipment for the New City of Lathrop Police
Department Vehicle Fleet**

City of Lathrop

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1. Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

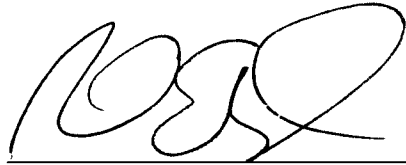
(END OF SECTION)

CHANGE ORDER NO. 1

**Purchase and Installation of Police Vehicle
Equipment for the New City of Lathrop Police
Department Vehicle Fleet**

City of Lathrop

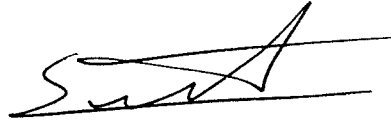
Recommended
By:



Raymond Bechler
Chief of Police
City of Lathrop

5/3/2022
Date

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

5.3.2022
Date

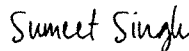
Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Accepted By
Contractor:

DocuSigned by:



3F595CA20B464D6
NextGen Alpha Upfitting

5/3/2022

Date

Sumeet Singh 02/09/2022

Print Name and Title

NextGen Alpha Upfitting

EXHIBIT A

Estimate

8400 Carbide Ct Suite A
Sacramento CA 95828

Date	Estimate #
4/11/2022	22106

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
	CSO 2019 CHEVY TAHOE x4			
	ALL AMBER WHITE LIGHTING ONLY			
NG ORDER	LIGHTING EMPLB00SD9-2GE MPOWER LIGHTBAR AW 54IN	4	2,395.00	9,580.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	4	659.76	2,639.04T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - FRONT PUSH BUMPER LIGHTS	16	129.99	2,079.84T
NG ORDER	SOS ENT2B3F Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - AMBER/White	8	189.99	1,519.92T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - QUARTER PANEL LIGHTING	8	129.99	1,039.92T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - REAR LIC LIGHTS	8	129.99	1,039.92T
NG ORDER	SOS ELUC3H010A Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – AMBER - REAR TAIL LIGHT STROBES	8	92.49	739.92T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	8	48.95	391.60T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	4	58.95	235.80T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - REAR HATCH WARNING	8	129.99	1,039.92T
SOS ENGSA582RSP	SIREN 500 series remote siren with button control, 10-16v	4	1,049.50	4,198.00T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22106

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	8	189.99	1,519.92T
NG ORDER	CONSOLE	4	39.99	159.96T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO	4	39.99	159.96T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	4	58.50	234.00T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	8	12.99	103.92T
NG ORDER	TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM	4	495.00	1,980.00T
TPS AC-SIDEARM-6	6" SIDE-MOUNT ARM REST	8	88.75	710.00T
NG ORDER	DOCKING STATION	4	1,295.00	5,180.00T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	4	189.99	759.96T
TSO 78815	ACCESSORIES	4	19.99	79.96T
NG ORDER	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	4	19.99	79.96T
NG ORDER	JD 425-3816 MAGNETIC MIC	8	44.95	359.60T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT	4	169.99	679.96T
NG ORDER	ADJUSTABLE	4	32.49	129.96T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	4	32.49	129.96T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	4	49.99	199.96T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	4	325.00	1,300.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	4	1,125.00	4,500.00
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

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Estimate

Date	Estimate #
4/11/2022	22106

Name / Address
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Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	4	198.75	795.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	4	3,225.00	12,900.00
NG INSTALATION	REMOVAL OF ALL OLD EQUIPMENT THAT WILL BE REPLACED. LIGHTING SIREN SETUP. CHECK TO MAKE SURE VEHICLE WIRING FOR USE OF CSO VEHICLE	4	450.00	1,800.00
	Sales Tax		7.75%	2,910.59
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22104

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
	2020 CHEVY TAHOE K9 UNIT x2			
NG ORDER	LIGHTING EMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN	2	2,395.00	4,790.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	2	659.76	1,319.52T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTS	8	129.99	1,039.92T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	2	189.99	379.98T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware. 16 LEDs, Dual Color - Blue/White	2	189.99	379.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Red/Blue - QUARTER PANEL LIGHTING	4	129.99	519.96T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Red/Blue - REAR LIC LIGHTS	4	129.99	519.96T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Red/Blue - REAR TAIL LIGHT	4	92.49	369.96T
MD HE-TL1	STROBES White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	4	48.95	195.80T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22104

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	2	58.95	117.90T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS	4	129.99	519.96T
NG ORDER	PUSH BUMPER SETUP SE FK2271TAH15 PB9 PB300/400 STEEL SIDE FENDER/BUMPER GUARDS FOR CHEVY TAHOE	2	539.85	1,079.70T
SOS ENGSA582RSP	SIREN 500 series remote siren with button control, 10-16v	2	1,049.50	2,099.00T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	4	189.99	759.96T
NG ORDER	CONSOLE TPS FP-SO500-R SOUNDOFF FACEPLATE	2	39.99	79.98T
NG ORDER	COM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO	2	39.99	79.98T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	2	58.50	117.00T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	4	12.99	51.96T
NG ORDER	TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM	2	495.00	990.00T
TPS AC-SIDEARM-6	6" SIDE-MOUNT ARM REST	4	88.75	355.00T
NG ORDER	DOCKING STATION GETAC S410 - DOCKING STATION MOUNT WITH POWER	2	1,295.00	2,590.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	2	189.99	379.98T
	GUNLOCK			
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22104

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG ORDER	TPS GM-SGL-MNT SINGLE WEAPON MOUNT	4	192.45	769.80T
TPS GM-B-SC1AR-BKT	CLAMSHELL STYLE WEAPON LOCK	2	58.00	116.00T
TPS GM-B-OP-SC5-BKT	BRACKET FOR AR STYLE RIFLES HANDCUFF STYLE WEAPON LOCK	2	69.00	138.00T
NG ORDER	BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES			
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK UNIVERSAL LOCK SUPPLIED BY CITY FROM OLD GUN LOCK	2	118.56	237.12T
NG ORDER	K9 SETUP AA EZPF-TAH-15-CURRENT-AA E/Z RIDER	2	3,245.00	6,490.00T
NG ORDER	K9 INSERT WITH LED KIT, POWDER COATED AND WATER DISH INCLUDED			
NG ORDER	AK9 HA0FK10-P 10" FAN ACCESSORY	2	129.99	259.98T
NG ORDER	AK9 NGHP-5020 K9 HOT N POP PRO TEMP ALARM WITH DOOR POP AND WINDOW DROP	2	1,689.55	3,379.10T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	2	725.00	1,450.00
NG CUSTOM	CUSTOM MADE BRACKETS FOR REAR BOX MOUNT MODIFICATION IN ORDER TO WORK WITH K9 UNIT	2	250.00	500.00T
NG ORDER	PG SS SS0008 SAFESTOP SECURE IDLE SYSTEM FOR CHEVY TAHOE	2	195.00	390.00T
NG INSTALATION	INSTALLATION OF K9 KENNEL AND HEAT ALARM SYSTEM WITH SAFESTOP UNIT	2	1,550.00	3,100.00
TSO 78815	ACCESSORIES 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	19.99	39.98T
NG ORDER	JD 425-3816 MAGNETIC MIC	4	44.95	179.80T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	2	169.99	339.98T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	2	32.49	64.98T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22104

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	2	49.99	99.98T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	2	325.00	650.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	2	1,125.00	2,250.00
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	2	198.75	397.50T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	2	3,525.00	7,050.00
NG INSTALATION	REMOVAL OF ALL OLD EQUIPMENT THAT WILL BE REPLACED. LIGHTING SIREN SETUP. CHECK TO MAKE SURE VEHICLE WIRING FOR USE OF EMERGENCY VEHICLE	2	450.00	900.00
	Sales Tax		7.75%	2,490.67
Phone #	(916) 423-5052	Total		\$50,028.39
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22107

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
	CSO FORD F150 x2			
	ALL AMBER WHITE LIGHTING ONLY			
NG ORDER	LIGHTING EMPLB00SD9-2GE MPOWER LIGHTBAR AW 54IN	2	2,395.00	4,790.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	2	659.76	1,319.52T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - FRONT PUSH BUMPER LIGHTS	8	129.99	1,039.92T
NG ORDER	SOS ENT2B3F Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - AMBER/White	4	189.99	759.96T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - QUARTER PANEL LIGHTING	4	129.99	519.96T
NG ORDER	SOS ELUC3H010A Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - AMBER - REAR TAIL LIGHT STROBES	4	92.49	369.96T
SOS EMPS2SMS5RAW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Amber/White - REAR UNDER TAIL GATE	4	129.99	519.96T
SOS ENGSA582RSP	SIREN 500 series remote siren with button control, 10-16v	2	1,049.50	2,099.00T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	4	189.99	759.96T
NG ORDER	CONSOLE TPS FP-SO500-R SOUNDOFF FACEPLATE	2	39.99	79.98T
NG ORDER	ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO	2	39.99	79.98T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22107

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	2	58.50	117.00T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	4	12.99	51.96T
NG ORDER	TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT WITH ROTATING & EXTENDABLE SLIDE -ARM	2	495.00	990.00T
TPS AC-SIDEARM-6	6" SIDE-MOUNT ARM REST	4	88.75	355.00T
NG ORDER	DOCKING STATION GETAC S410 - DOCKING STATION MOUNT WITH POWER	2	1,295.00	2,590.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	2	189.99	379.98T
NG CUSTOM	ACCESSORIES CUSTOM MADE UNDERSEAT BOX COVER FOR ELECTRONICS	2	175.00	350.00T
TSO 78815	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	19.99	39.98T
NG ORDER	JD 425-3816 MAGNETIC MIC	4	44.95	179.80T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	2	169.99	339.98T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	2	32.49	64.98T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	2	49.99	99.98T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	2	325.00	650.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	2	1,125.00	2,250.00
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	2	198.75	397.50T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
 Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22107

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC	2	3,000.00	6,000.00
NG INSTALATION	REMOVAL OF ALL OLD EQUIPMENT THAT WILL BE REPLACED. LIGHTING SIREN SETUP. CHECK TO MAKE SURE VEHICLE WIRING FOR USE OF CSO VEHICLE	2	450.00	900.00
	Sales Tax		7.75%	1,417.81
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22082

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
	FORD UTILITY K9 UNIT			
NG ORDER	LIGHTING EMPLB00K9Q-073 MPOWER LIGHTBAR RW BW 54IN	1	2,395.00	2,395.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	1	609.75	609.75T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTS	4	129.99	519.96T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	1	189.99	189.99T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	1	189.99	189.99T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, - Red/Blue	2	129.99	259.98T
SOS EMPS2SMS5RBW	-QUARETER PANEL LIGHTING mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue	2	129.99	259.98T
SOS ELUC3H010J	- REAR LIC LIGHTS Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher -- Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	48.95	97.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	1	58.95	58.95T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22082

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS	2	129.99	259.98T
NG ORDER	PUSH BUMPER SETUP SE FK2271ITU16 SETINA STEEL FENDER WRAPS	1	509.00	509.00T
SOS ENGSA582RSP	SIREN 500 series remote siren with button control, 10-16v	1	1,049.50	1,049.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	189.99	379.98T
NG ORDER	CONSOLE TPS FP-SO500-R SOUNDOFF FACEPLATE	1	39.99	39.99T
NG ORDER	ICOM RADIO FACEPLATE F7520-11 - ONE PIECE RADIO	1	39.99	39.99T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUPS ELECTRONICS INCLUDED	1	58.50	58.50T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	12.99	25.98T
TPS AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	169.55	169.55T
NG ORDER	TPS CM-SDMT-SL-LED CONSOLE SIDE-MOUNT COMPUTER MOUNT WITH ROTATING & EXTENDABLE SLIDE-ARM	1	495.00	495.00T
NG ORDER	DOCKING STATION GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

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Estimate

Date	Estimate #
4/11/2022	22082

Name / Address
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Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
NG ORDER	GUNLOCK			
TPS GM-B-SC1AR-BKT	TPS GM-SGL-MNT SINGLE WEAPON MOUNT CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	2	192.45	384.90T
TPS GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	1	58.00	58.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK UNIVERSAL LOCK SUPPLIED BY CITY FROM OLD GUN LOCK	1	69.00	69.00T
NG ORDER	K9 SETUP			
NG ORDER	K9 KENNEL SUPPLIED FROM OLD VEHICLE BUILD			
NG ORDER	AK9 HA0FK10-P 10" FAN ACCESSORY	1	118.56	118.56T
NG ORDER	AK9 NGHP-5020 K9 HOT N POP PRO TEMP ALARM WITH DOOR POP AND WINDOW DROP	1	129.99	129.99T
NG CUSTOM	CUSTOM MADE BRACKETS FOR REAR BOX MOUNT MODIFICATION IN ORDER TO WORK WITH K9 UNIT	1	1,689.55	1,689.55T
NG ORDER	PG SS0002 SAFESTOP SECURE IDLE SYSTEM	1	250.00	250.00T
NG INSTALATION	INSTALLATION OF K9 HEAT ALARM SYSTEM WITH SAFESTOP UNIT	1	195.00	195.00T
TSO 78815	ACCESSORIES 17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	1	1,150.00	1,150.00T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	19.99	19.99T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	44.95	89.90T
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

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Sacramento CA 95828

Estimate

Date	Estimate #
4/11/2022	22082

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	32.49	32.49T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	325.00	325.00
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, RADIO AND AXON SYSTEM(PRE-WIRE IF POSSIBLE)	1	1,125.00	1,125.00
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	198.75	198.75T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC - RE-WIRE TO LATHROP SPEC	1	3,525.00	3,525.00
NG INSTALATION	REMOVAL OF ALL OLD EQUIPMENT THAT WILL BE REPLACED. LIGHTING SIREN SETUP. CHECK TO MAKE SURE VEHICLE WIRING FOR USE OF EMERGENCY VEHICLE SERVICING	1	450.00	450.00
	Sales Tax		7.75%	986.97
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/26/2022	22117

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
NG ORDER	FORD F250 MDT AND RADIO INSTALL			
TSO 78815	TPS CM-F15-SL-LED FORD TRUCKS F150 – F550 PASSENGER SEAT COMPUTER MOUNT WITH ROTATING & EXTENDABLE SLIDE-ARM	2	569.75	1,139.50T
NG ORDER	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	29.99	59.98T
NG SHOP SUPPLIES	ANTENNA WHIP 254492	2	66.45	132.90T
NG INSTALATION	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	2	39.99	79.98T
NG SHIP IN	RADIO AND MDT INSTALL IN FORD F250	2	925.00	1,850.00
	SHIPPING IN COST FROM VENDOR	2	85.00	170.00
	Sales Tax		7.75%	109.46
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

NextGen Alpha Upfitting

8400 Carbide Ct Suite A
Sacramento CA 95828

Estimate

Date	Estimate #
4/26/2022	22131

Name / Address
Lathrop Pd 940 River Islands Parkway, Lathrop CA 95330

Estimate good for 30 days.

Item	Description	Qty	Rate	Total
	BMW MOTORCYCLE RADIO INSTALL			
NG ORDER	CUSTOM ANTENNA BASE HOLDER	2	42.50	85.00T
TSO 78815	BRACKET 429779N			
	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 – 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	2	29.99	59.98T
NG ORDER	ANTENNA WHIP 254492	2	66.45	132.90T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	2	39.99	79.98T
NG INSTALATION	RADIO AND MDT INSTALL IN BMW MOTORCYCLE	2	825.00	1,650.00
NG SHIP IN	SHIPPING IN COST FROM VENDOR	2	25.00	50.00
	PLEASE NOTE NOT INCLUDING ANY EXTRA RADIO BRACKETS THAT MAY BE NEEDED (UPON INSPECTION)			
	Sales Tax		7.75%	27.73
Phone #	(916) 423-5052	Total		
Web Site	NEXTGENALPHAUPFITTING.NET			

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
RATIFYING AN EMERGENCY CONTRACT WITH CONTINENTAL COLLISION
FOR THE AUTO BODY PAINT SERVICES OF THE NEW AND EXISTING POLICE
DEPARTMENT VEHICLE FLEET**

WHEREAS, on June 14, 2021 Council approved the purchase of eleven (11) Police vehicles that will establish the fleet for the new Police Department; and

WHEREAS, an additional twelve (12) new Police vehicles were approved by Council on September 13, 2021; and

WHEREAS, the City has chosen a white color scheme for the color specification to represent the new LPD vehicle fleet; and

WHEREAS, the City has selected Continental Collision to re-paint the auto-body of each vehicle of the new and existing Police Department vehicle fleet to meet the current specifications; and

WHEREAS, the contract was signed referencing Lathrop Municipal Code (LMC) Section 2.36.080 Purchasing System: Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head: "2. To efficiently and timely maintain essential public services". Police Department vehicle retro-fitting was determined to be an essential public service and due to the timeliness surrounding the new Police Department the contract was signed and is being brought forth for ratification at the proceeding City Council meeting on May 16, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby Ratify the Emergency Contract with Continental Collision for the Auto Body Paint Services of the New and Existing Police Department Vehicle Fleet.

The foregoing resolution was passed and adopted this 16th day of May, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CITY OF LATHROP

EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET

THIS AGREEMENT, dated for convenience this _____ day of May, 2022 is by and between **CONTINENTAL COLLISION** ("CONTRACTOR") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform Auto-body Paint Services, which will be required by this agreement; and

WHEREAS, CITY selected the CONTRACTOR as the most qualified to perform these services; and

WHEREAS, CONTRACTOR is able and willing to render such Auto-Body Paint Services in the time required to ensure all new vehicles are ready to enter service on July 1, 2022 as part of the newly formed Lathrop Police Department; and

WHEREAS, the City will be receiving existing vehicles returned from the Sheriff's Department that will need to be repainted and CONTRACTOR is able and willing to render such Auto-Body Paint Services to be consistent with the new Lathrop Police Department vehicle fleet; and

NOW, THEREFORE, CONTRACTOR and the CITY agree as follows:

AGREEMENT

(1) **Scope of Service**

CONTRACTOR agrees to perform services in conformance with scope of work attached and fee proposal submitted by the CONTRACTOR, attached as Exhibit A, and incorporated herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) **Compensation**

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$111,020 (\$57,440 for new vehicles and \$53,580 for existing vehicles) for the Auto-Body Paint Services of the new and existing vehicles as set forth in Exhibit "A" plus a

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

contingency budget of \$25,000. CONTRACTOR shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless CITY's City Manager executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **May _____, 2022** and it shall terminate no later than **December 31, 2022**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

noted in the proposal, without prior written approval of the CITY'S City Manager.

(8) Assignment of Personnel

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

(9) 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. 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, 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 is used, either the general aggregate limit shall apply separately to the work to be

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

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 additional insured with coverage from ISO form CG 20 10 or its equivalent. 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.
- (c) 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.

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

- (d) 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.

(10) Indemnification - CONTRACTOR'S Responsibility

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct.. For any third

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

party losses where CONTRACTOR's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

(14) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

(2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Information Technologies
390 Towne Centre
Lathrop, CA 95330

MAIN: (209) 941-7340
FAX: (209) 941-7439

To Contractor: **Continental Collision**
9752 Kent St, Suite 100
Elk Grove, CA 95624

Phone: (916) 213-9752

(16) **Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

and shall have no effect upon the construction or interpretation of any part of this Agreement.

- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

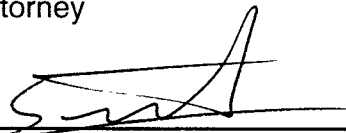
(18) Signatures

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 CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – EMERGENCY CONTRACT WITH CONTINENTAL COLLISION FOR THE AUTO-BODY PAINT SERVICES OF NEW AND EXISTING POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT FLEET.

Approved as to Form:

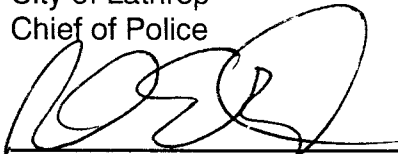
City of Lathrop
City Attorney



Salvador Navarrete 5-3-2022
Date

Recommended for Approval:

City of Lathrop
Chief of Police



Raymond Bechler 5/3/22
Date

Accepted By:

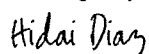
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONTRACTOR:

Continental Collision
9752 Kent St
Suite 100
Elk Grove, CA 95624

Fed ID # 84-412256
Business License # N/A

DocuSigned by:


Signature 5/2/2022
Date

Hidai Diaz owner

(Print Name and Title)

EXHIBIT A

9752 Kent St #100
Elk grove, CA 95624
(916) 213.9752
info@continentalcollisioneg.com



Estimate

ADDRESS

Lathrop Police Department
390 Towne Centre Dr
Lathrop, CA 95330

ESTIMATE # 1007

DATE 04/18/2022

STOCK # & PROJECT

Explorer interceptors w/jamb

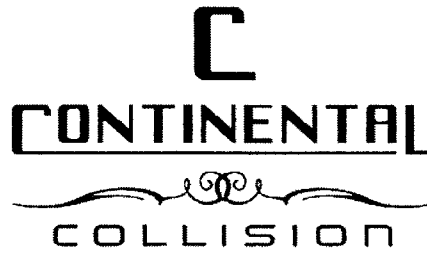
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Full Paint Job	1FM5K8AB4MGC41793	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB3MGC41445	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB2NGA27550	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB3NGA27251	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB9NGA27545	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB2NGA27399	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB8NGA27116	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB8MGC39741	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB5NGA27395	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB9NGA27030	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB6NGA27213	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB6MGC39463	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB3MGC41865	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB4MGC43365	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB9MGC39442	1	3,590.00	3,590.00
	Full Paint Job	1FM5K8AB1MGC39483	1	3,590.00	3,590.00

SUBTOTAL 57,440.00

TAX 0.00

TOTAL **\$57,440.00**

9752 Kent St #100
Elk grove, CA 95624
(916) 213.9752
info@continentalcollisioneg.com



Estimate

ADDRESS

Lathrop Police Department
390 Towne Centre Dr
Lathrop, CA 95330

ESTIMATE # 1008

DATE 04/18/2022

STOCK # & PROJECT

FULL PAINT JOB PT.2

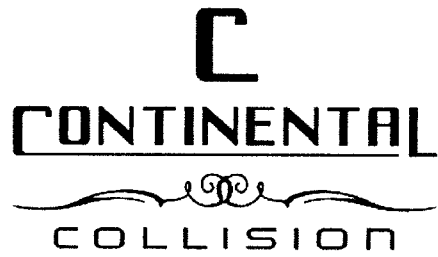
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Full Paint Job	TAHOE CSO	1	5,250.00	5,250.00
	Full Paint Job	TAHOE CSO	1	5,250.00	5,250.00
	Full Paint Job	TAHOE CSO	1	5,250.00	5,250.00
	Full Paint Job	TAHOE CSO	1	5,250.00	5,250.00
	Full Paint Job	TAHOE K9	1	5,250.00	5,250.00
	Full Paint Job	TAHOE K9	1	5,250.00	5,250.00
	Full Paint Job	F150 CSO	1	4,750.00	4,750.00
	Full Paint Job	F150 CSO	1	4,750.00	4,750.00
	Full Paint Job	Motorcycle Traffic	1	1,980.00	1,980.00

SUBTOTAL 42,980.00
TAX 0.00
TOTAL **\$42,980.00**

Accepted By

Accepted Date

9752 Kent St #100
Elk grove, CA 95624
(916) 213.9752
info@continentalcollisioneg.com



Estimate

ADDRESS

Lathrop Police Department
390 Towne Centre Dr
Lathrop, CA 95330

ESTIMATE # 1009

DATE 05/03/2022

STOCK # & PROJECT

FULL PAINT JOB PT.2

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Full Paint Job	Ford Utility K9	1	3,600.00	3,600.00
	Repair/Rust removal & paint	Animal Control	2	2,000.00	4,000.00
	Full Paint Job	Motorcycle Trailer	1	3,000.00	3,000.00

SUBTOTAL 10,600.00

TAX 0.00

TOTAL **\$10,600.00**

Accepted By

Accepted Date

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING AGREEMENT WITH WAVE BUSINESS SOLUTIONS, LLC TO PROVIDE COMMUNICATIONS FOR DISPATCH SERVICES BETWEEN THE CITY OF LATHROP POLICE DEPARTMENT AND THE RIPON POLICE DEPARTMENT AND PROVIDE INTERNET ACCESS TO THE NEW POLICE DEPARTMENT

WHEREAS, on November 11, 2021 Council approved and ratified an agreement with Wave Business Solutions, LLC to provide a private and secure communication circuit between the Lathrop Police Department and the Ripon Police Department Dispatch Center; and

WHEREAS, in order to provide an independent secure and private communication circuit for the new Lathrop Police Department, new underground facilities were required; and

WHEREAS, a service order change was executed to modify and extend the term of the service order for an additional 24 month from the initial 36 month standard term for a total of 60 months or five (5) years; and

WHEREAS, this connection will transmit data using the Computer Aided Dispatch Software and will allow dispatchers to communicate with officer; and

WHEREAS, in addition, the contract will provide an internet circuit at the Lathrop Police Building; and

WHEREAS, this connection is necessary to support Dispatch services and required to meet the security compliance of the California Law Enforcement Telecommunication System (CLETS).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby ratify a five year agreement with Wave Business Solutions, LLC to provide internet access for Dispatch Services between the City of Lathrop Police Department and the Ripon Police Department.

The foregoing resolution was passed and adopted this 16th day of May, 2022,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney


ORDER FORM FOR MOVE / ADD / CHANGE / DELETE

By signing this Order Form for Move / Add / Change / Disconnect, the undersigned Customer requests and authorizes Wave Business Solutions, LLC to make the changes to Customer's account described below:

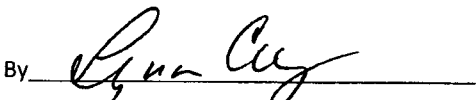
Customer Name (and DBA, if applicable): City of Lathrop	CSG Account No.: InFlight Change to OP242109
Street Address of Service Site at Issue: 940 River Islands Parkway Lathrop, CA 95330	Customer Contact Person: Chris Fahey Tfernandes@ci.lathrop.ca.us 209-585-8100
Circuit ID(s) and Date of Service Order Being Modified: Inflight Change to increase MRC from \$2225 to \$4200 and Term from 3 to 5 years	
Pending Services: 1Gbps/1Gbps Dedicated Internet Access (940 River Islands Pkwy. Lathrop 95330) /29 IP Addresses (8 IPs; 5 useable) 1Gbps Ethernet Private Line between Lathrop PD and Ripon PD (940 River Islands Pkwy, Lathrop 95330 to 259 N. Wilma Ave, Ripon 95366) Total MRC:	Current MRC per circuit \$1,375.00 \$0.00 \$850.00 \$2,225.00
Description of Change(s) to Be Made to Pending Service: 1Gbps/1Gbps Dedicated Internet Access(940 River Islands Pkwy, Lathrop 95330) /29 IP Addresses (8 IP's; 5 useable) 1Gbps Ethernet Private Line between Lathrop PD and Ripon PD (940 River Islands Pkwy, Lathrop 95330 to 259 N. Wilma Ave, Ripon 95366) Total MRC:	New MRC per circuit: \$2,100.00 \$0.00 \$2,100.00 \$4,200.00
Current NRC; \$0.00	New NRC: \$0.00

Any NRC associated with the requested changes will be due to Wave upon completion of the changes. Any change to the MRC for the Service(s) resulting from the requested changes will take effect once the changes are completed and the revised Service(s) are available for Customer's use.

CUSTOMER SIGNATURE:

By 
 Name: STEPHEN J. SALVATORE
 Title: CITY MANAGER
 Date: 3-23-22

WAVE SIGNATURE:

By 
 Name: LYNN Cardoza
 Title: SR. Account Executive
 Date: 3-25-22

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AMENDING THE POLICE DEPARTMENT SWORN COMPENSATION PLAN**

WHEREAS, on July 21, 2021, the City Council approved a Sworn Compensation Plan for the New Lathrop Police Department; and

WHEREAS, some of these benefits are incentives to bring over experienced officers from other agencies, including an annual City contribution to deferred compensation, a one-time signing bonus, credit for service time to assign vacation accrual and an initial sick leave and vacation bank of 40 hours each upon hire. Other benefits, consistent with compensation practices in police agencies throughout the State, include special assignment pay in recognition of additional training and performance requirements, uniform allowance and compensation for education and Peace Officer Standards and Training (POST) training; and

WHEREAS, over the last several months, staff had identified additional elements that needed to be added to the Plan. Staff proposes the following amendments:

- Adding special assignments pay of 5% for officers assigned to SWAT
- Adding certified bi-lingual 2.5%
- Establishing the Fair Labor Standards Act (FLSA) 7(k) exemption
- Establishing Military leave procedures

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby amend the Police Department Sworn Compensation Plan.

The foregoing resolution was passed and adopted this 16th day of May, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

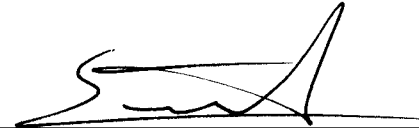
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us

**City of Lathrop Police Department
Sworn Compensation Plan**
Approved by Resolution No. _____

In order to recruit and retain employees for the new Lathrop Police Department, the City has identified the following compensation components to be considered during the hiring and employment process. This Sworn Compensation Plan is an updated plan from the previously adopted plan, approved by Resolution No. 21-4921.

Incentive pay is based upon current salary step and range for the employee. The incentive pays are cumulative unless specifically stated.

Pension Plan

The City participates in CalPERS retirement. The safety plan is a 2.7% @ 57 pension formula for sworn personnel.

Deferred Compensation

Laterals exiting a 3% @ 50 pension plan or 3% @ 55 pension plan, or were members of a Public Agency Retirement system prior to January 1, 2013 (Pre-PEPRA) the City will offer the following deferred compensation contribution on an annual basis. Contribution will be prorated and paid bi-weekly:

- Chief: \$5,000 (\$192.31 per pay period)
- Commander: \$4,000 (\$153.85 per pay period)
- Sergeant and Lateral Officer: \$3,000 (\$115.39 per pay period)

Education and Police Officer Standards and Training (POST) Certification

The Commission on Peace Officer Standards and Training (POST), through the POST Professional Certificates Unit, awards professional certificates at the following levels: Basic, Intermediate, Advanced, Supervisory, Management, Executive,

These POST Professional Certificate Programs provide education, training, and support professionalism in law enforcement. Participation in POST training raises the level of competence of law enforcement officers and fosters cooperation between the Commission, Public Safety Departments, and individuals.

Incentive pay for POST certification will be provided as follows:

Officers:

- 2.5% Intermediate Certificate
- 2.5% Advanced Certificate

Sergeants:

- 2.5% Advanced Certificate
- 2.5% Supervisory Certificate

Commanders:

- 2.5% Supervisory Certificate
- 2.5% Management Certificate

The City will pay a 2.5% incentive on the existing salary step and range for sworn employees who possess an Associates of Arts degree. The City will pay a 5% incentive on existing salary step and range for sworn employees with a Bachelor’s Degree or higher. A maximum of 5% education incentive will be provided for this benefit.

Vacation Leave

Vacation Leave for employees shall accrue as follows:

Years of Service	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Newly hired employees who begin employment from August 1, 2021 to December 31, 2022 will accrue vacation leave as follows:

Years of Service at Prior Agency	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Vacation accrual increase shall include years of service at prior agency in accordance with the timeframe above. Also within that hiring timeframe, newly hired sworn personnel will be provided an initial vacation bank of 40 hours upon hire.

Sick Leave

The City understands there are times when an employee, because of illness or injury, or caring for a family member who is ill or injured, cannot and should not be at work. Sick leave is provided on an accrual basis at eight (8) hours per month.

Sworn employees hired from August 1, 2021 to December 31, 2022 will be provided an initial sick leave bank of 40 hours upon hire.

Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of City service may elect one of the following options 1) convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents shall be entitled to continued insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the retiree and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the retiree's payment for the premium by the 10th of each month for the following month's coverage. 2) Convert to CALPERS service credit per the City's current contract.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the retiree and his/her dependents.

Health Insurance

Effective January 1, 2022 City contributes up to a maximum of \$1,865 per month for Health Insurance (medical, dental, and vision) for full-time employees and eligible dependents. Sworn Staff have the option of contributing the unused health insurance balance to a 457 or taxable cash of unused balance. Up to \$7,836 annually (\$653/month).

Uniform

The City will provide a uniform allowance of \$1,200 per year. Uniform allowance will be a onetime payment, paid the first pay period in January, beginning in January 2023.

Signing Bonus

Sworn personnel hired between August 1, 2021 and December 31, 2022 will receive a cash bonus of \$5,000 upon hire.

Special Assignment Pay

Sworn personnel assigned to perform special assignments shall receive the following compensation:

- Detective 5%
- School Resource Officer 5%
- Traffic 5%
- Field Training Officer 5%
- SWAT Officer 5%
- Bilingual Pay 2.5%
- Canine Officer may receive a stipend of \$600 per month.

Management Leave

The Chief of Police will receive 120 hours of Management Leave in accordance with City rules. Police Commanders will receive 100 hours of Management Leave in accordance with City rules.

Overtime for Non-Exempt 7(K) Public Safety Employee

Employees covered by this compensation plan are law enforcement employees as defined by the (Fair Labor Standards Act (FLSA) and as designated by the City under the 7(K) overtime exemption provision of the FLSA, who do not otherwise qualify for exemption from the FLSA overtime provisions.

Work Period

City of Lathrop law enforcement employees have a 14-day work period. When the number of hours actually worked by law enforcement employees, exceeds eight six (86) hours in a 14-day work period, and those hours have been approved by the supervisor, the excess hours are considered overtime.

Military Leave

Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the Chief an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence will be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

Educational Reimbursement

In accordance with the City's Tuition Reimbursement Program, employees are eligible to receive tuition reimbursement for educational purposes which are intended to improve his/her ability to accomplish his/her City job for courses taken on the employee's own time. Courses taken at any college or university, business or technical school, or courses given by a recognized correspondence school shall be recognized when they are:

- a. Related to the employee's current position within the City
- b. Related to the employee's potential development within the City
- c. Part of a program leading to a degree relating to the employee's position or possible development within the City

Reimbursement must be recommended by the Department Head and approved by the City Manager prior to enrollment. Requests are to be submitted on the approved form. Requests will be returned to the employee within fourteen (14) calendar days of submittal. Payment of education funds is discretionary with a Department Head within appropriate budget limits:

- a. Costs not to exceed a maximum of \$3,000 per calendar year, per employee; including books and materials and lab fees.
- b. Employee's time and travel are at employee's own expense.
- c. Class time must be on employee's own time, unless the Department Head approves an exception.
- d. A passing grade of C or better, or a certificate of completion, is required in each course for reimbursement.

The City shall reimburse the employee within (30) calendar days of submitting the necessary documentation. If an employee voluntarily separates within one year of receiving the educational reimbursement, he/she must reimburse the City of Lathrop within one year from the separation date.

Sworn Positions covered under this benefits plan include:

Police Chief	Police Officer
Police Sergeant	Police Commander

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE ADDITION OF TWO POLICE OFFICER POSITIONS**

WHEREAS, on July 21, 2021, the City Council approved the creation of 24 police officer positions as part of the development of the City's new police force; and

WHEREAS, two of the budgeted police officer positions are dedicated as School Resource Officers (SRO); and

WHEREAS, it was determined that a third School Resource Officer and a dedicated Community Response Officer (CRO) is required to meet the City's growing needs; and

WHEREAS, the proposed third SRO position would allow for better coverage for Lathrop's current five (5) elementary schools and high school; and

WHEREAS, the benefit of adding a third SRO would allow for more time to build and establish relationships with school staff, students, and parents. The SROs would have more opportunities to develop training and draft plans for emergencies, intruders, and active shooter scenarios;

WHEREAS, a dedicated Community Resource Officer is also recommended. The CRO will provide quicker response to address low level crimes and public nuisance calls such as homelessness, property damage, theft, vandalism, etc.; and

WHEREAS, this would add two (2) new positions for a total of 26 police officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the addition of Two Police Officer Positions and the Amended Position Control Roster.

The foregoing resolution was passed and adopted this 16th day of May, 2022,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney