

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
Proud Audio Visual**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and **Proud Audio Visual**, a **California Corporation** ("Professional") as of **September 20, 2023**.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **August 31, 2024**, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed **ONE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND FORTY-NINE CENTS (\$154,352.49)**, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below

Last Revised January 2022

shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed **Zero Dollars (\$0.00)**. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

liability insurance shall be 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 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 therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for 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, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional 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.

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 4.5 Remedies.** In addition to any other remedies City may have if Professional 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 exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, 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, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's

failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon **30** days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to

Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **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.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

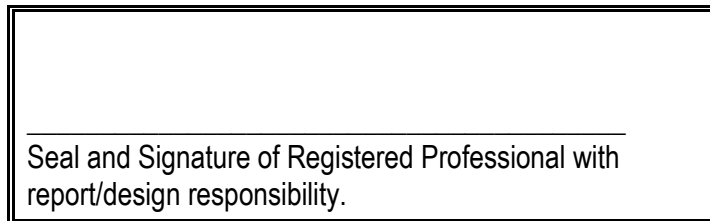
- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by **Rob Nunley** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Professional shall be sent to:
Proud Audio Visual
11353 Sunrise Gold Circle Unit A
Rancho Cordova, CA 95742
ATTN: Bill Proud
Email Address (for Insurance Update Requests)
bill@proudaudio.com

Any written notice to City shall be sent to:
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: IT Manager

10.11 **Professional Seal.** Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 **IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

ITEM 16.10.

ATTACHMENT 3



QUOTE

Specialists In Audio Visual System Design & Integration
 11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
 Phone: 800.875.9121 Fax: 916.728.2910

Date	QUOTE #
5/30/2023	3113

CUSTOMER:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

SHIP TO:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

Terms	Project Name			
Net 30	PEG Funding 2023/2024			
Item	Description	Qty	Price	Total
	COUNCIL CHAMBERS			
AJA Video Equipment	AJA - Pak 2000-X3 - 2TB SSD for KiPro Ultra	1.00	2,129.33	2,129.33T
Equipment	Cobalt - 9241 - Audio DA Card	2.00	587.44	1,174.88T
Equipment	Cobalt - RM20-9241-D/S - Audio DA Backplane	1.00	232.38	232.38T
Equipment	Denon - DN-300ZB - Music Player	1.00	378.00	378.00T
Equipment	Ashley MX-206 Mixer 6 Input	1.00	985.30	985.30T
Equipment	Panasonic - AW-HE145KPJ - PTZ Camera	5.00	9,783.912	48,919.56T
Equipment	Panasonic FEC-150GMW Professional PTZ Camera Wall Mount - White	5.00	294.00	1,470.00T
Equipment	Panasonic - AW-RP60 - PTZ Camera Controller	1.00	2,602.80	2,602.80T
Equipment	Ubiquiti USW-PRO-24-POE++ Layer 3 Switch - 24 Ports - Manageable - 3 Layer Supported (400 Watts)	1.00	908.90	908.90T
Equipment	Transcend - TS256GJF920 - 256GB USB Drive for Helo	1.00	60.00	60.00T
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T
AJA Video SDI2USB3	AJA HD5DA 1x4 HD/SD-SDI Distribution Amplifier - SDI to Clerk PC 1 for Zoom Calls	1.00	277.99	277.99T
ANIUSB-MATRIX	INOGENI SDI to USB 3.0 Capture Device	1.00	650.00	650.00T
DSAN Corporation DMC-4KZ-HDO	Shure 4 x 2 Audio network interface connects up to 4 Dante channels and 1 analog output to a room's audio and video conferencing system via USB connection. - Dante audio to Clerk PC 1 for Zoom Calls	1.00	715.40	715.40T
Equipment	PRO-2000-T Limitimer Speaker Timer (Additional Timer Control for Clerk Station 2)	1.00	816.00	816.00T
Cable & Connectors	2-Channel HDMI 4K60 4:4:4 HDR Scaling Output Card for DM Switchers - From PEG 22-23.	1.00	1,336.50	1,336.50T
Shipping	AJA OG-HA5-4K openGear 4k/2k/HD/SD HDMI 20. To 3G-SDI Converter - From PEG 22-23.	1.00	937.50	937.50T
	Cable, Connectors, & Misc Hardware.	1.00	350.00	350.00T
	Shipping	1.00	1,560.00	1,560.00T
Project Management	Project Management	1.00	300.00	300.00T
CAD	Computer Aided Drafting/System Documentation - Update Signal Flow Drawings	1.00	750.00	750.00T
Installation	Technical Services - Onsite Installation, Setup & Configuration	1.00	8,500.00	8,500.00T

QUOTE VALID FOR 45 DAYS

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:
CA Sales Tax: (8.75%)
Total:

ITEM 16.10.

ATTACHMENT 3



QUOTE

Specialists In Audio Visual System Design & Integration
 11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
 Phone: 800.875.9121 Fax: 916.728.2910

Date	QUOTE #
5/30/2023	3113

CUSTOMER:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

SHIP TO:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

Terms	Project Name
Net 30	PEG Funding 2023/2024

Item	Description	Qty	Price	Total
	SCOPE OF WORK - Remove the (5) existing Sony PTZ Cameras. - Remove (1) existing Sony PTZ Camera controller. - Install (5) new Panasonic AW-HE145KPJ - PTZ Cameras on new mounts - Pull and Terminate (1) CAT6 LAN cable to each of the (5) new camera locations. - Install (1) Panasonic PTZ Camera controller. - Install (1) POE++ 24 port LAN switch in existing rack. - Remove existing Ashley audio mixer. - Install (1) new Ashley Mixer - Install (2) Cobalt - 9241 - Audio DA Cards in open gear Chassis. - Pull & Terminate (1) HD-SDI RG-59 coax cable to Clerk PC 2. - Install HD-SDI DA at Clerk PC 1. - Install (1) INOGENI SDI to USB 3.0 Capture Device at Clerk PC 1 - Install (1) Shure 4 x 2 Audio network interface at Clerk PC 1 for Zoom Call audio. - Install additional PRO-2000-T Limitimer Speaker Timer at Clerk Station 2			
35+ Inch Flat Screen	LOBBY Samsung/QM55B 55"3840x2160 4K UHD LED LCD Display, 500 nit 24/7 - Black	3.00	1,483.02	4,449.06T
Shipping	Shipping	3.00	145.00	435.00
Programming -CODE	Control System Programming	1.00	250.00	250.00
Installation	Technical Services - Onsite Installation	1.00	1,200.00	1,200.00
	SCOPE OF WORK - Remove (3)existing NEC E556 Displays In Lobby - Install (3) new Samsung/QM55B displays on existing universal mount. - Upgrade Crestron control programming for RS-232 control of new display. - E-Waste old display			
35+ Inch Flat Screen	COLOMA ROOM NEC/V864Q 86" 4K 3840 x 2160 LED Display 24/7 - Black	1.00	6,948.15	6,948.15T
PDM625t-11	Extra Large Universal Flat Screen Tilt Wall Mount (Display sizes 65 " to 100")	1.00	256.00	256.00T
AT-HDVS-210H-TX...	HDMI HDBaseT Transmitter (230 ft) over a Single Category Cable	1.00	805.00	805.00T
AT-OME-PS62	Atlona AT-OME-PS62 6x2 Matrix Presentation Switcher with USB	1.00	3,774.40	3,774.40T
AT-UHD-EX-70C-RX	4K/UHD HDMI Over HDBaseT Receiver with Control and PoE	1.00	309.40	309.40T

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5/30/2023	3113

CUSTOMER:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

SHIP TO:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

Terms	Project Name			
Net 30	PEG Funding 2023/2024			
Item	Description	Qty	Price	Total
CX-50	Barco ClickShare CX-50 Premium wireless conferencing for large meeting rooms and boardrooms	1.00	3,150.00	3,150.00T
TesiraFORTÉ DAN ...	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 32 x 32 channels of Dante™, d 2 channel VoIP interface	1.00	3,619.00	3,619.00T
MXA920W-S	Ceiling Array Microphone with Shure® IntelliMix® DSP Suite, White outputs, 8 channels configurable USB audio, Sona™ Acoustic Echo	1.00	4,411.40	4,411.40T
VC-4-PC-3	Computer with Crestron Virtual Control Server Software	1.00	2,100.00	2,100.00T
LX CASE	LUXEPORT - LX CASE PRO 10.5 BLACK (For iPad)	1.00	343.00	343.00T
LX WALLSTATION...	LUXEPORT - LX WALLSTATION BLACK	1.00	441.00	441.00T
LX BASESTATION	LUXEPORT - LX BASESTATION BLACK	1.00	441.00	441.00T
Connect 352	LEA 2 Channel 70v Class D Amplifier	1.00	1,222.20	1,222.20T
PS-C63RT	Sonance PS-C63RT White 6.5" In-Ceiling 70V/100V/8 Ohm Selectable Speaker	4.00	182.00	728.00T
Equipment	Araknis Networks® 210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports	1.00	605.07	605.07T
BRK16	16 RU Black Rack 18" Deep Rack	1.00	239.25	239.25T
CAB-COOL 2	CABINET COOL SYSTEM 40 CFM	1.00	238.70	238.70T
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T
Cable & Connectors	Cable, Connectors & Misc. Hardware	1.00	400.00	400.00T
Shipping	Shipping	1.00	650.00	650.00
CAD	Computer Aided Drafting/System Documentation - Signal Flow Drawings	1.00	300.00	300.00
Programming -CODE	Crestron Control System Programming	1.00	1,800.00	1,800.00
Programming - DSP	DSP Audio Programming	1.00	1,200.00	1,200.00
Project Management	Project Management	1.00	250.00	250.00
Installation	Technical Services - Onsite Installation	1.00	4,800.00	4,800.00

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ATTACHMENT 3



QUOTE

Specialists In Audio Visual System Design & Integration
 11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
 Phone: 800.875.9121 Fax: 916.728.2910

Date	QUOTE #
5/30/2023	3113

CUSTOMER:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

SHIP TO:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

Terms	Project Name
Net 30	PEG Funding 2023/2024

Item	Description	Qty	Price	Total
	<p>SCOPE OF WORK</p> <ul style="list-style-type: none"> - Wall mount (1) NEC/V864Q 86" flat screen display. - Pull & Terminate CAT6 cable from rack location to display. - Install (1) (OFE) Vaddio ROBOSHOT PTZ Camera. - Pull & Terminate Cat6 cable from rack to camera location. - Install (1) Barco ClickShare CX-50 - Install Shure Ceiling Array Microphone in drop ceiling. - Pull & Terminate CAT6 cable from rack location to ceiling mic. - Install (1) HDMI wall plate transmitter at counter location. - Install (1) iPad wall docking station for (OFE) iPad. - Install (4) ceiling speakers. - Install AV rack with power dist. in existing credenza. - Install ventilation in existing for new equipment. - Provide DSP audio programming. - Provide Crestron control programming with intuitive user interface on (OFE) iPad. - Provide updated system documentation - Create Video, Audio, and Control CAD AV system schematics. <p>The City Of Rancho Cordova to provide the following:</p> <ul style="list-style-type: none"> - 120 VAC quad power receptacle behind flat screen display. - Remove thumbtack board material from screen wall. - 120 VAC quad power receptacle at AV equipment rack location. - LAN connection at AV rack location. - iPad for AV control, and WiFi connection. - Docking station for (OFE) Laptops. <p>CANFIELD ROOM</p>			
Projector RPMA302	Panasonic PT-MZ880WU Laser Projector 8,000 ISO lumens, 1920 x 1200	1.00	8,677.11	8,677.11T
	Cheif RPA Elite Custom Ceiling Projector Mounts with Keyed Locking - RPMA302 (Black) Fits - Panasonic PT-MZ880	1.00	239.20	239.20T
AT-HDVS-200-TX-...	Wallplate HDBaseT Transmitter for HDMI and VGA	1.00	810.00	810.00T
AT-UHD-SW-5000ED	4K/UHD Five-Input HDMI / HDBaseT Switcher with Mirrored HDMI / HDBaseT Outputs	1.00	1,918.00	1,918.00T
AT-UHD-EX-70C-RX	4K/UHD HDMI Over HDBaseT Receiver with Control and PoE	1.00	309.40	309.40T
VC-4-PC-3	Computer with Crestron Virtual Control Server Software	1.00	2,100.00	2,100.00T

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Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:
CA Sales Tax: (8.75%)
Total:

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ATTACHMENT 3



QUOTE

Specialists In Audio Visual System Design & Integration
 11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
 Phone: 800.875.9121 Fax: 916.728.2910

Date	QUOTE #
5/30/2023	3113

CUSTOMER:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

SHIP TO:
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670

Terms	Project Name			
Net 30	PEG Funding 2023/2024			
Item	Description	Qty	Price	Total
CEN-IO-RY-104	Crestron Wired Ethernet Module with 4 Relay Ports	1.00	285.60	285.60T
TSW-770-B-S	7" Touch Screen, Black Smooth	1.00	1,620.00	1,620.00T
BLX24R/B58	Wireless Vocal Rack-mount Set with Beta 58A	1.00	488.60	488.60T
BRK16	16 RU Black Rack 18" Deep Rack	1.00	239.25	239.25T
CAB-COOL 2	CABINET COOL SYSTEM 40 CFM	1.00	238.70	238.70T
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T
Equipment	Araknis Networks® 210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports	1.00	605.07	605.07T
Cable & Connectors	Cable, Connectors & Misc. Hardware	1.00	250.00	250.00T
Shipping	Shipping	1.00	425.00	425.00
CAD	Computer Aided Drafting/System Documentation - Signal Flow Drawings	1.00	300.00	300.00
Programming -CODE	Crestron Control System Programming	1.00	1,500.00	1,500.00
Installation	Technical Services - Onsite Installation	1.00	2,800.00	2,800.00
<p>SCOPE OF WORK</p> <ul style="list-style-type: none"> - Remove the existing Barco projector. - Install (1) Panasonic 8000Lumen 1920 x 1200 Laser Projector. - Remove the existing SP Controls Pixie Pro wall mounted button control panel - Install (1) new HDMI/VGA wall plate transmitter for laptop presentation inputs. - Install (1) new HDMI receiver at the projector. - Install (1) new Crestron Wall Mounted Touch Panel w/Crestron room controller CPU. - Install (1) Shure wireless handheld microphone system. - Provide Crestron programming (Projector ON/OFF, Screen UP/DWN, Program Volume, Mic - Volume, and Source Select) - Provide updated system documentation - Create Video, Audio, and Control CAD AV system schematics. 				

QUOTE VALID FOR 45 DAYS

All work will be done during normal business hours (Mon. - Fri. 8am - 5pm)

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Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:	\$144,107.35
CA Sales Tax: (8.75%)	\$10,245.14
Total:	\$154,352.49