



SAN RAFAEL
THE CITY WITH A MISSION
established 1874

Agenda Item No: 2.b

Meeting Date: December 15, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service and Open Government

**Prepared by: Vinh Pham,
Digital Infrastructure Manager**

City Manager Approval:  _____

**TOPIC: AUDIO-VIDEO SYSTEMS UPGRADES FOR THE PUBLIC SAFETY CENTER
EMERGENCY OPERATIONS CENTER**

**SUBJECT: RESOLUTION OF THE SAN RAFAEL CITY COUNCIL WAIVING BIDDING
REQUIREMENTS FOR SERVICES AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN AGREEMENT WITH MARINIT, INC. FOR AUDIO-VIDEO SYSTEMS
UPGRADES AT THE PUBLIC SAFETY CENTER EMERGENCY OPERATIONS
CENTER, WITH A TOTAL AMOUNT NOT TO EXCEED \$181,894.**

RECOMMENDATION:

Staff recommend the City Council adopt a resolution waiving bidding requirements and authorizing the City Manager to enter into an agreement with MarinIT, Inc. for audio-video upgrades at the Public Safety Center Emergency Operations Center, with a total amount not to exceed \$181,894.

BACKGROUND:

The Public Safety Center opened in Fall 2020 with Emergency Operations Center (EOC) audio-video systems designed before the COVID-19 pandemic altered expectations and best practices related to virtual meetings and associated technology. At that time, integrated audio-video solutions for hybrid meetings via Microsoft Teams or Zoom were not yet common practice. Since virtual meetings have become a new standard for hybrid conferencing, the current system does not adequately meet the City's needs.

The Emergency Operations Center space is critical not just to the City's emergency response capabilities but also serves as one of the largest staff meeting spaces. The space is also used for selected community gatherings, including the Community Police Academy and the Community Emergency Response Team (CERT), as well as Countywide association meetings, such as the Police and Fire Chief meetings.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

On [March 17, 2025](#), the San Rafael City Council approved a contract with MarinIT to upgrade conference rooms across the City. The MarinIT team recently and successfully upgraded five of the City's conference rooms, delivering modern audio-video experience to City staff and residents through public-access conference rooms. Maintaining, configuring, and designing these systems requires unique technical skills that are not widely available. MarinIT continues to support San Rafael's audio-video systems, as audio-video support is explicitly not in the scope of the contract with the City's IT managed service provider, Xantrion.

ANALYSIS:

The current Emergency Operations Center (EOC) audio-video system provides users with core functions, including a public address system, monitors, and the ability to power displays and distribute video feeds to various in-room screens. This project aims to augment existing audio-video systems to ensure the EOC meeting space meets the current and projected needs of the City's ability to monitor and respond to emergencies and host hybrid meetings and trainings for the benefit of all City staff and the community.

MarinIT, Inc. will apply their specialized expertise to mitigate potential risks related to system downtime, misconfiguration, and incompatibility with the City's existing A/V environment. Their services require advanced knowledge of A/V systems, particularly Crestron controllers, which are critical to the Public Safety Center's operations and the planned Citywide A/V integrations. Given their familiarity with existing systems, prior involvement with the Public Safety Center, successful track record in upgrading the City's A/V systems, and specialized expertise, staff recommend proceeding with MarinIT, Inc. as the most qualified entity to perform this work.

The key objectives of this project include:

- **Co-design with City staff:** Design the new audio-video system with City staff to better meet operational needs.
- **Enhance Audio Quality:** Upgrade the rooms' microphones, speakers, and sound systems for clear and consistent audio.
- **Improve Video Conferencing:** Implement modern video conferencing systems to facilitate remote collaboration.
- **Consistent User Experience:** Deploy the same technology and equipment as in recently upgraded conference rooms to ensure a uniform experience across all conference rooms.
- **Futureproofing:** Ensure all upgrades are scalable and adaptable to future technological advancements.
- **Video Software & Scheduling Integrations:** Integration with video meeting software (Teams/Zoom) that allows users to easily schedule and start meetings.

The agreement with MarinIT falls within the exception outlined in [San Rafael Municipal Code Section 2.55.100](#) due to the specialized nature of the services they provide, their prior involvement with the systems, and the need for continuity and efficiency in the maintenance and expansion of the City A/V infrastructure. As a result, a formal bidding process is not required in this case.

Implementing this A/V upgrade will significantly improve the City's A/V capabilities for the public safety team, leading to better communication and collaboration, less staff time and frustration, fewer support calls, and a firm foundation that will make future upgrades to next-generation A/V systems easier and more cost-effective.

FISCAL IMPACT:

The cost of the Emergency Operation Center audio-video system upgrade totals \$181,894. Funding to support the project is included in the adopted fiscal year (FY) 2025-26 budget (Technology Fund – 61261301).

OPTIONS:

The City Council has the following options to consider in this matter:

1. Adopt a resolution waiving bidding requirements and authorizing the City Manager to enter into an agreement with MarinIT, Inc. For audio-video upgrades at the Public Safety Center Emergency Operations Center.
2. Do not adopt a resolution waiving bidding requirements or authorizing the City Manager to enter into an agreement with MarinIT, Inc. For audio-video upgrades at the Public Safety Center Emergency Operations Center.

RECOMMENDED ACTION:

Staff recommend that the City Council authorizing the City Manager to enter into an agreement, which is exempt from the competitive bidding process, with MarinIT, Inc. for audio-video upgrades at the Public Safety Center Emergency Operations Center, with a total amount not to exceed \$181,894.

ATTACHMENTS:

1. Resolution
2. Vendor Quote
3. Scope of work

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL WAIVING BIDDING REQUIREMENTS FOR SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARINIT, INC. FOR AUDIO-VIDEO SYSTEMS UPGRADES AT THE PUBLIC SAFETY CENTER EMERGENCY OPERATIONS CENTER, WITH A TOTAL AMOUNT NOT TO EXCEED \$181,894

WHEREAS, the City of San Rafael recognizes the need to improve emergency response capabilities and facilitate hybrid meetings at the Public Safety Center Emergency Operations Center; and

WHEREAS, the existing audio-video system at the Emergency Operations Center is outdated and inadequate for current needs; and

WHEREAS, the proposed upgrades will enhance audio quality, video conferencing capabilities, and ensure a consistent user experience across facilities; and

WHEREAS, the City Council finds that the specialized nature of the services provided by MariniT, Inc. warrants an exemption from competitive bidding allowed under San Rafael Municipal Code Section 2.55.100; and

WHEREAS, the total cost for the proposed audio-video system upgrades shall not exceed \$181,894; and

WHEREAS, funding for this project is included in the adopted fiscal year 2025-26 budget, specifically from the Technology Fund;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby waives the bidding requirement for services, pursuant to San Rafael Municipal Code Section 2.55.100; and authorizes the City Manager to enter into an agreement with MariniT, Inc. for audio-video systems upgrades at the Public Safety Center Emergency Operations Center, with a total amount not to exceed \$181,894.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 15th day of December 2025, by the following vote, to wit:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:

Lindsay Lara, City Clerk



EOC AV System Upgrade - AV Over IP

Quote #2025-005789 v4

Prepared For:

City of San Rafael-SR

Vinh Pham
1400 Fifth Ave., Room 207
Attn: Digital Service & Open Government
San Rafael, CA 94901

P: (415) 485-3028

E: vinh.pham@cityofsanrafael.org

Prepared by:

Marin IT

David Cooper
366 Bel Marin Keys Blvd
Novato, CA 94949

P: 415-842-3250

E: coop@marinit.com

Date Issued:

11.26.2025

Expires:

12.24.2025

AV Equipment - Head End / Switching

Description	Price	Qty	Ext. Price
CP4 4-Series™ Control System	\$1,331.00	1	\$1,331.00
DMF-CI-8 Crestron - DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,391.50	2	\$2,783.00
DM-NVX-384C DM NVX® 5K 4x1 AV-over-IP Switcher Card with HDMI® and USB-C® Connectivity	\$1,969.28	16	\$31,508.48
DM-NVX-384 DM NVX® 5K 4x1 AV-over-IP Switcher with HDMI® and USB-C® Connectivity	\$1,969.28	14	\$27,569.92
DM-NVX-DIR2 DM NVX Director® Network AV Switching Appliance, 100 Endpoints	\$2,731.58	1	\$2,731.58
HD-RXC-4KZ-101 DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	\$260.74	3	\$782.22
HD-TXC-4KZ-101 DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable	\$260.74	3	\$782.22
CL-3430 CL - 4-HDMI to USB Video Switcher	\$828.80	1	\$828.80
CL-RMKIT CL - Rack Mounting Kit	\$34.50	1	\$34.50
Subtotal:			\$68,351.72

AV Equipment - Video Conferencing

Description	Price	Qty	Ext. Price
Video Conferencing Equipment			
UC-CX100-T Crestron Flex Advanced Video Conference System Integrator Kit for Microsoft Teams® Rooms	\$3,994.21	1	\$3,994.21
IV-CAM-P20-W Crestron 1 Beyond p20 PTZ Camera, 20x Optical Zoom, Bright White, Field of View H: 56.45°	\$2,413.95	2	\$4,827.90
IV-CAM-P12-W Crestron 1 Beyond p12 PTZ Camera, 12x Optical Zoom, Bright White, Field of View H: 67.68°	\$2,541.00	1	\$2,541.00
IV-CAMA-UMB-W Crestron 1 Beyond Universal Mount Bracket, Bright White	\$137.21	3	\$411.63
Content Sharing			
AM3-212 KIT Crestron Air Media Kit	\$2,623.59	5	\$13,117.95



AV Equipment - Video Conferencing

Description	Price	Qty	Ext. Price
AM-3200-WF Crestron AirMedia® Receiver 3200 with Wi-Fi® Network Connectivity	\$1,607.19	4	\$6,428.76
Subtotal:			\$31,321.45

AV Equipment - Audio

Description	Price	Qty	Ext. Price
Ceiling Microphones			
MXA920W-S Shure - Ceiling Array Microphone Square White 24"	\$5,011.92	2	\$10,023.84
Audio Processing			
P300-IMX Shure- IntelliMix Audio Conferencing Processor	\$1,962.15	1	\$1,962.15
CRT1 Shure - 1RU Component Rack Tray for Audio Network Interface	\$66.10	1	\$66.10
Portable Microphone			
ULXD4D=-G57 Shure Dual Digital Wireless Receiver G57 Band	\$3,264.72	1	\$3,264.72
ULXD2/B58=-G57 Shure Wireless Beta87 Microphone Handheld - G57 Band	\$722.89	1	\$722.89
SBC220 Shure 2 Bay Networked Docking Station	\$359.39	1	\$359.39
SB900C Shure Rechargeable Lithium-Ion Battery For Personal Monitoring Systems	\$120.74	1	\$120.74
Ceiling Speakers			
SAROS DM-NAX-IC4A-W Saros® 3 in. Active Full-Range In-Ceiling PoE+ Speaker with DM NAX® Audio-over-IP Support, White, Textured	\$698.54	4	\$2,794.16
SAROS IC4P-W Saros® 3 in. Passive Full-Range In-Ceiling Speaker, White, Textured	\$264.60	4	\$1,058.40
LOT Misc cables, interconnects, patch cords, power supplies and installation materials - Will be billed at actual	\$560.00	1	\$560.00
Subtotal:			\$20,932.39

Network Equipment

Description	Price	Qty	Ext. Price
EOC Switch			
C1000-24P-4G-L Catalyst 1000 24port GE, POE, 4x1G SFP	\$765.99	1	\$765.99
CON-L1NCD-C10244LP CX LEVEL 1 8X7NCD Catalyst 1000 24port GE, POE, 4x1G SFP	\$198.33	1	\$198.33
CAB-AC15A-90L-USA 15A AC Pwr Cord, right-angle (United States) (bundle option)	\$0.00	1	\$0.00
MDF Switch			
C9200L-48P-4X-E Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	\$4,126.03	1	\$4,126.03
CON-L1NCD-C9200L4X CX LEVEL 1 8X7NCD Catalyst 9200L 48port PoE 4 x 10G Ne	\$783.00	1	\$783.00



Network Equipment

Description		Price	Qty	Ext. Price
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	\$0.00	1	\$0.00
CON-L1SWT-C92LE48	CX LEVEL 1 SW SUB C9200L Cisco DNA Ess	\$67.50	1	\$67.50
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$662.30	1	\$662.30
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	\$0.00	1	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	1	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	2	\$0.00
			Subtotal:	\$6,603.15

Brown Act - Zoom Room

Description		Price	Qty	Ext. Price
Intel NUC 13	NUC 13 Pro, Intel NUC 13 Business Office <ul style="list-style-type: none"> Intel Core i7-1360P (12C/16T, Up to 5.0GHz, 18MB) 32GB DDR4 RAM 1TB PCIe 4.0 NVMe SSD 8K/HDR/4 Screen WiFi6E/BT5.3 Windows 11 Pro 	\$935.00	1	\$935.00
SW12USB	Blustream SW12USB 10Gb USB 3.2 Gen 2 Switch	\$730.49	1	\$730.49
Labor - T&M	Install and configure computer to support Zoom webinar in EOC: <ul style="list-style-type: none"> Install / mount computer behind screen Install and configure USB switcher Modify Crestron programming as required to for one button switch Test all functionality Knowledge transfer - Train city staff as required 	\$145.00	8	\$1,160.00
			Subtotal:	\$2,825.49

Services (Labor)

Description	Price	Qty	Ext. Price
Device Installation & Infrastructure Setup Including: <ul style="list-style-type: none"> • Installation of a new Crestron control processor in the network rack, • Installation of new AVoIP chassis populated with interface cards to expand capabilities of current video routing capabilities. • Installation and configurations of AVoIP decoders and AirMedia devices behind each room display - This will require requiring the temporary removal and reinstallation of the displays. Additionally, the existing video wall will be removed to allow for the installation of AVoIP decoders, then securely remounted following installation. • Install and configure new DSP units • Reconfiguration of audio input routing to the existing analog amplifier. • Install and configure ceiling microphones as well as ceiling speakers to ensure consistent audio coverage, • Install and configure pole-mounted camera to provide optimized view of room 	\$145.00	40	\$5,800.00
System Programming, Configuration & Integration Including : <ul style="list-style-type: none"> • Migrate the existing Crestron program to the new processor and reprogram all system inputs and outputs to utilize the new AV-over-IP infrastructure. • Install and configure new DSP devices, including audio routing, gain structure, presets, and localized microphone feedback for zone-specific reinforcement. • Replace existing Direct Media routing with updated logic for video and audio signal paths over the AVoIP system. • Design and deploy a refreshed Crestron touch panel interface to reflect the updated system layout, source routing, and functionality. 	\$145.00	80	\$11,600.00
Testing, Tuning & Final Adjustments including: <ul style="list-style-type: none"> • Perform system testing / audio tuning - Adjust system as required to ensure optimal performance and provide user experience as required. 	\$145.00	30	\$4,350.00



Services (Labor)

Description	Price	Qty	Ext. Price
User Guide & Training Summary: <ul style="list-style-type: none"> Develop a customized user guide detailing system operation and provide end-user training to ensure confident and effective use of the AV system. Notes: <ul style="list-style-type: none"> Data cabling not included in quote - Pricing can be provided upon request Quote assumes adding two data switches - One in Main Computer Room / MDF - One in EOC Installation pricing based on all other trades completing their scope of work, electrical telecom, internet provider, etc No equipment / lift rental included - May be needed to mount access points / Misc equipment Will work with selected low voltage contractor (as required) or can assist with sub-contract if requested This is intended to a budget for the scope of work stated above - Because of changing field conditions and circumstances which can not be controlled work will be billed at actual hours. 	\$145.00	20	\$2,900.00
Subtotal:			\$24,650.00

Cabling - Physical Installation

Description	Price	Qty	Ext. Price
Physical Installation - Cabling Including: <ul style="list-style-type: none"> Provide and install new small wall mounted data rack in break out room Provide and install 15 new Cat 6E data connections - Speakers, MIC, terminate in new rack Relocate two (2) existing data jacks from wall of break out room to new data rack Install power in new data rack Remove and re-install all screens in room to support installation of AV over IP decoder installation Install new room / video conferencing cameras Remove video wall, install new mounting hardware and reinstall to support two (2) additional screens being relocated from back of room 	\$15,200.00	1	\$15,200.00
Subtotal:			\$15,200.00

Quote Summary	Amount
AV Equipment - Head End / Switching	\$68,351.72
AV Equipment - Video Conferencing	\$31,321.45
AV Equipment - Audio	\$20,932.39



Quote Summary		Amount
Network Equipment		\$6,603.15
Brown Act - Zoom Room		\$2,825.49
Services (Labor)		\$24,650.00
Cabling - Physical Installation		\$15,200.00
Subtotal:		\$169,884.20
Estimated Tax:		\$12,009.82
Total:		\$181,894.02

Terms and Conditions: By signing this quote, Buyer agrees to the following Terms and Conditions unless a Master Agreement is negotiated between the parties, where the Master Agreement shall govern.

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

It is understood and agreed that end customer will accept and pay invoice of any product once it has been received at the Marin IT warehouse regardless of if it has been delivered to the final installation location or if it is being held at the Marin IT facility and that title to the Products will transfer to client upon invoicing.

While taking title to these products includes assuming the risk of loss, Marin IT insures equipment stored in its facility. Title having transferred to client, it is understood that there is risk of obsolescence and that the Products are not covered by price protection.

We agree to make payment on all invoices delivered to us by Marin IT with respect to the Products strictly in accordance with the terms thereof without defense, offset, deduction, recoupment or counter claim of any kind arising from the fact that the Products were not delivered to us at the time the invoice was delivered and were stored by Marin IT.

Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties: Product warranties, if any, are provided by the manufacturer or publisher of the products.

MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS. Limitation of Liability: CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Acceptance

Marin IT

City of San Rafael-SR

David Cooper

Signature / Name

11/26/2025

Date

Vinh Pham

Signature / Name

Initials

Date

CITY OF SAN RAFAEL
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Contract") is entered into by and between the **City of San Rafael** ("City") and **MARIN IT INC.** ("Contractor"), a California Corporation for EOC Audio Video Upgrades, and is effective on _____ ("Effective Date"). **City** and **Contractor** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Contract."

RECITALS

A. **City** desires to secure professional services more fully described in this Contract, at **Exhibit A**, entitled "SCOPE OF WORK"; and

B. **Contractor** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **City**; and

C. **Contractor** acknowledges that the execution of this Contract by the **City** is predicated upon the representations made in Contractor's proposal dated November 26, 2025 submitted to the City; and

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

CONTRACT

1. **WORK TO BE PERFORMED.**

Except as otherwise may be expressly specified in this Contract, **Contractor** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **City** at its sole risk and expense. Services to be provided to City are more fully described in **Exhibit A** entitled "SCOPE OF WORK."

2. COMPENSATION.

In consideration for **Contractor's** complete performance of the Scope of Work, **City** will pay **Contractor** in accordance with the rates and/or prices set forth in **Exhibit A**, up to the not-to-exceed amount of \$ 181,894.02.

Contractor shall not increase its rates throughout the Term of this Contract, except that upon 60 day written notice, Contractor may adjust its rates no more than once annually at a maximum amount equal to the percentage change through December in the prior calendar year to the consumer price index ("CPI") for California, All Urban Consumers, San Francisco-Oakland-San Jose areas, not to exceed five percent (5%).

Contractor will bill **City** on a monthly basis for work performed by **Contractor** during the preceding month, subject to verification by **City**. **City** will pay **Contractor** within thirty (30) days of **City's** receipt of invoice.

3. TERM OF CONTRACT.

This Contract becomes effective upon the date listed as "**Effective Date**" and shall remain in effect until the completion of all obligations of both Parties hereto, or June 30, 2026 ~~from the Effective Date~~, whichever comes first, unless terminated or amended as provided herein.

4. RELIANCE ON PROFESSIONAL SKILL OF CONTRACTOR.

Contractor represents that it has the necessary professional skills to perform the work required and the **City** shall rely on such skills of the **Contractor** to do and perform the work. In performing the work hereunder **Contractor** shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by **Contractor** hereunder.

Contractor represents that it has reviewed **Exhibit A** and that in its professional judgment the work to be performed under this Contract can be performed for a fee within the maximum amount set forth herein and within the times specified.

Contractor represents that it possesses all necessary training, licenses and permits to perform the Scope of Work and that its performance of the Scope of Work will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Scope of Work working on similar, successfully completed projects.

The granting of any progress payment by **City**, or the receipt thereof by **Contractor**, or any inspection, review, approval or oral statement by any representative of **City** or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 4 or lessen the liability of **Contractor** for unsatisfactory work, including but not limited to cases where the defective or below standard work may not have been

apparent or detected at the time of such payment, inspection, review or approval.

5. PROJECT COORDINATION.

A. **City's Project Manager.** Vinh Pham _____ is hereby designated the Project Manager for the **City** and said Project Manager shall supervise all aspects of the progress and execution of this Contract.

B. **Contractor's Project Director.** **Contractor** shall assign a single Project Director to have overall responsibility for the progress and execution of this Contract for **Contractor**. David Cooper _____ is hereby designated as the Project Director for **Contractor**. Should circumstances or conditions subsequent to the execution of this Contract require a substitute Project Director, for any reason, the **Contractor** shall notify the **City** within ten (10) business days of the substitution.

6. TERMINATION.

A. The term of this Contract shall commence upon the date hereinabove written and shall expire upon completion of performance of work hereunder by **Contractor**.

B. Notwithstanding the provisions of (A) above, **City** may with or without cause, direct **Contractor** to suspend, delay or interrupt the work, in whole or in part, for such periods of time as **City** may determine in its sole discretion.

C. **City** may terminate this Contract in whole, or from time to time in part, for default, should **Contractor** commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of **City's** written notice to **Contractor** demanding such cure, in which case **Contractor** shall be liable to **City** for all loss, cost, expense, damage and liability resulting from such breach and termination.

D. **City** may terminate this Contract in whole, or from time to time in part, for convenience, whenever **City** determines that such termination is in **City's** best interests, in which case **Contractor** shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Contract would otherwise provide, but may recover no other cost, damage or expense. **Contractor** shall continue its work throughout the course of any dispute, and **Contractor's** failure to continue work during a dispute shall be a material breach of this Contract.

E. **Lack of Appropriation:** If this Contract is a multi-year contract, subject to appropriation each fiscal year, the City may terminate this Contract immediately for lack of appropriation of funds.

F. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Contract without the prior written consent of the other.

G. **Return of Documents.** Upon termination, any and all **City** documents or materials provided to **Contractor** and any and all of **Contractor's** documents and materials prepared for or relating to the performance of its duties under this Contract, shall be delivered to **City** as soon as possible, but not later than thirty (30) days after termination.

7. **INSURANCE REQUIREMENTS.**

During the term of this Contract, and for any time period set forth in **Exhibit B**, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

8. **INDEMNIFICATION.**

A. Except as otherwise provided in subparagraph B of this section, **Contractor** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **City**, and hold harmless **City**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **Contractor's** performance of its obligations or conduct of its operations under this Contract. The **Contractor's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **Contractor's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **Contractor's** work or work product by the **City** or any of its directors, officers or employees shall not relieve or reduce the **Contractor's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **Contractor's** performance of or operations under this Contract, **Contractor** shall provide a defense to the **City Indemnitees** or at **City's** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the work to be performed by **Contractor** under this Contract are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **Contractor** shall indemnify and hold harmless the **City** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence,

recklessness, or willful misconduct of **Contractor**, or any sub Contractors, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract and shall survive the termination or completion of this Contract for the full period of time allowed by law.

9. PREVAILING WAGE.

If the work to be performed under this Contract is for services where prevailing wages are required by State law, **Contractor** shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department upon request and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. **Contractor** shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. **Contractor** and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Contract. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. **Contractor** shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Contract.

10. NOTICES.

All notices and other communications required or permitted to be given under this Contract, including any notice of change of address, shall be in writing and given by email, personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of email, personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **City's** Project Manager:

[As identified in item 5.A]

1400 Fifth Ave

San Rafael, CA 94901

Email: vinh.pham@cityofsanrafael.org

To **Contractor's** Project Director:

[As identified in item 5.B]

366 Bel Marin Keys, Blvd

Novato, CA 94949

Email: coop@marinit.com

11. LIABILITY OF CITY.

Except as provided in Exhibit A, Scope of Work to be Provided by **Contractor** and Exhibit B, Insurance, **City's** obligations under this Contract shall be limited to the payment of the compensation provided for in Paragraphs 1 and 2 of this Contract,

Notwithstanding any other provision of this Contract, in no event shall **City** be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Contract, the Scope of Work, or the Project.

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by **Contractor**, or by any of its employees, even though such equipment be furnished, rented or loaned to **Contractor** by **City**. The acceptance or use of such equipment by **Contractor** or any of its employees shall be construed to mean that **Contractor** accepts full responsibility for and shall exonerate, indemnify, defend and save harmless **City** from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the **Contractor**, its employees, **City** employees or third parties, or to property belonging to any of the above.

Nothing in this Contract shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which **City** or **Contractor** may have under this Contract or any applicable law. All rights and remedies of **City** or **Contractor**, whether under this Contract or other applicable law, shall be cumulative.

12. MEDIATION.

Unless waived by the **City**, should any dispute arise out of this Contract, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Unless the **City** waives this requirement, **Contractor** shall not be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

13. GENERAL TERMS AND CONDITIONS.

This Contract includes, and the **Contractor** agrees to comply with the **City's** General Terms and Conditions, which are set forth in Exhibit C, attached hereto and incorporated by reference.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONTRACTOR:

Executed on: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
Office of the City Attorney

[If Contractor is a corporation, second
corporate officer signature required]

By: _____
Name: _____
Title: _____

ATTEST:
City Clerk

EXHIBIT A

SCOPE OF WORK

This is an Exhibit attached to the EOC Audio Video Upgrades project, and made a part of the Contract by and between **Contractor** and the **City** providing for the referenced services. The Scope of Work includes:

1. Description of the Work:

1.1 The scope of work for the City of San Rafael's Emergency Operations Center upgrade involves deploying a modern AV-over-IP infrastructure to enhance video, audio, and conferencing capabilities. This includes installing Crestron control systems, switchers, and AirMedia devices for seamless video routing and wireless content sharing, integrating Shure ceiling microphones, DSP processors, and in-ceiling speakers for clear audio capture and distribution, and adding Cisco Catalyst switches to support the network backbone. The project also incorporates PTZ cameras and conferencing systems for Microsoft Teams and Zoom to meet hybrid meeting and Brown Act compliance needs. Services cover equipment installation, programming, system integration, cabling, testing, tuning, and staff training, ensuring a fully functional, flexible, and user-friendly AV environment tailored to the city's operational requirements.

2. Specific Tasks:

As part of the Scope of Work, the Contractor shall perform the following tasks:

2.1 Device Installation and Infrastructure Setup

- Install new Crestron CP4 control processor in the network rack.
- Install DigitalMedia chassis populated with NVX interface cards.
- Configure and mount AVoIP decoders and AirMedia devices behind each room display.
- Temporarily remove and reinstall displays to support decoder installation.
- Remove video wall, install AVoIP decoders, and securely remount wall.
- Install and configure new DSP units.
- Reconfigure audio input routing to existing analog amplifier.
- Install and configure ceiling microphones and ceiling speakers for consistent coverage.
- Install and configure pole-mounted camera for optimized room view

2.2 **System Programming, Configuration and Integration**

- Migrate existing Crestron program to the new processor.
- Reprogram all system inputs/outputs to utilize AV-over-IP infrastructure.
- Configure DSP devices (audio routing, gain structure, presets, feedback control).
- Replace existing Direct Media routing with updated AVoIP logic.
- Design and deploy refreshed Crestron touch panel interface.

2.3 **Testing, Tuning and Final Adjustments**

- Perform full system testing for audio and video.
- Adjust system settings for optimal performance.
- Conduct audio tuning to ensure clarity and balanced coverage.
- Validate user experience and functionality.

2.4 **User Guide and Training**

- Develop customized user guide detailing system operation.
- Provide end-user training for confident and effective system use

2.5 **Cabeling and Physical Installation**

- Provide and install new wall-mounted data rack in breakout room.
- Install 15 new Cat6E data connections for speakers, microphones, and rack termination.
- Relocate two existing data jacks to new rack.
- Install power in new rack.
- Remove/reinstall all screens to support decoder installation.
- Install new video conferencing cameras.
- Remove video wall, install new mounting hardware, and reinstall with relocated screens.

DELIVERABLES

Contractor's deliverables under the Contract are enunciated throughout the Contract and include but are not limited to the following:

1. **Project Deliverables:**

1. **AV Equipment – Head End / Switching**

- a Crestron CP4 control processor
- b DigitalMedia card chassis with NVX switcher cards
- c DM NVX Director appliance (100 endpoints)
- d HDMI transmitters and receivers for signal extension
- e Rack mounting kit and video switcher

2. **Video Conferencing**

- a Crestron Flex Teams Rooms system (UC-CX100-T)
- b PTZ cameras (p20 and p12 models) with mounting brackets

- c Crestron AirMedia kits and receivers for wireless content sharing

3. **Audio**

- a Shure MXA920 ceiling array microphones
- b Shure IntelliMix DSP processor
- c Wireless microphone system (receiver, handheld mic, docking station, rechargeable batteries)
- d Saros active and passive in-ceiling speakers
- e Miscellaneous cabling and installation materials

4. **Network Equipment**

- a Cisco Catalyst 1000 and 9200L switches with PoE+
- b Cisco DNA Essentials licenses and accessories
- c Rack mounting hardware and connectivity components

5. **Brown Act – Zoom Room**

- a Intel NUC 13 Pro computer with Windows 11 Pro
- b Blustream USB switcher
- c Zoom webinar integration, programming, testing, and staff training

6. **Services (Labor)**

- a Device installation and infrastructure setup (processors, chassis, decoders, DSP units, microphones, speakers, cameras)
- b System programming, configuration, and Crestron interface integration
- c Testing, tuning, and final adjustments for audio/video performance
- d User guide development and staff training

7. **Cabling & Physical Installation**

- a New wall-mounted data rack in breakout room
- b Cat6E cabling for speakers, microphones, and AV devices
- c Relocation of existing data jacks
- d Removal/reinstallation of screens and video wall to support new decoders and cameras

METHOD OF PAYMENT

Subject to the terms and conditions of this Contract, Contractor shall be paid on a basis set forth herein by the checked boxes below:

☒ A fixed fee for the work performed

☐ An hourly rate for the work performed based on the following hourly rates:

List Methods of Payment

SCHEDULE

1. Week 1 – Preparation & Infrastructure

- a. Deliver and verify all AV, audio, conferencing, and network equipment.
- b. Install wall-mounted data rack in breakout room.
- c. Run Cat6E cabling for microphones, speakers, and AV devices.
- d. Relocate existing data jacks and install rack power.
- e. Begin installation of Cisco Catalyst switches and configure licenses.

2. Week 2 – Core Equipment & System Setup

- a. Install Crestron CP4 control processor in network rack.
- b. Deploy DigitalMedia chassis with NVX switcher cards.
- c. Mount and configure AVoIP decoders and AirMedia devices behind displays.
- d. Remove/reinstall video wall and room displays to accommodate new hardware.
- e. Install Shure MXA920 ceiling microphones, IntelliMix DSP processor, and Saros ceiling speakers.
- f. Configure wireless microphone system with docking station and rechargeable batteries.
- g. Install Crestron Flex Teams Rooms system and mount PTZ cameras with brackets.
- h. Deploy AirMedia kits and receivers for wireless content sharing.

3. Week 3 – Programming, Testing & Training

- a. Migrate existing Crestron program to new processor.
- b. Reprogram inputs/outputs for AV-over-IP routing.
- c. Configure DSP devices (audio routing, gain structure, presets, feedback control).
- d. Update Crestron touch panel interface to reflect new system layout.
- e. Integrate Zoom webinar functionality (Intel NUC + USB switcher).
- f. Perform full system testing for audio and video.
- g. Conduct audio tuning and validate conferencing functionality.
- h. Develop customized user guide and deliver staff training.
- i. Final walkthrough with stakeholders and project handover.

– END OF EXHIBIT A –

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Contract, and for any time period set forth below, **Contractor** shall procure and maintain in full force and effect, at no cost to **City** insurance policies with respect to employees and vehicles assigned to the performance of work under this Contract with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Contract, **Contractor** shall maintain, at no expense to **City**, the following insurance:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the work required to be performed under this Contract, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **Contractor's** performance under this Contract. Where **Contractor** is a professional not required to have a professional license, **City** reserves the right to require **Contractor** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **Contractor** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Contractor's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **City**.

B. **Other Insurance Requirements.** The insurance coverage required of the **Contractor** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **City**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **Contractor's** insurance

policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **City** and shall not call upon **City's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **Contractor's** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Contract, **Contractor** hereby grants to **City** a waiver of any right to subrogation which any insurer of **Contractor** may acquire against **City** by virtue of the payment of any loss under such insurance. **Contractor** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **City** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Contract, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Contract.

7. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **City** (if agreed to in a written contract or agreement) before **City's** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **City** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the **Contractor** under this Contract.

9. **Contractor** agrees to ensure that subcontractors, and any other party involved with the performance of work under this Contract, who is brought onto or involved in the performance of the work by **Contractor** under this Contract, provide the same minimum insurance coverage required of **Contractor**, except as with respect to limits. **Contractor** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract. **CONSULTANT** agrees that upon request by **City**, all

agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the work under this Contract will be submitted to **City** for review.

10. **Contractor** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Work reserves the right to charge **City** or **Contractor** for the cost of additional insurance coverage required by this Contract. Any such provisions are to be deleted with reference to **City**. It is not the intent of **City** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **City** for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **Contractor's** insurance policies must be declared to and approved by the **City** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **City** or other additional insured party. At **City's** option, the deductibles or self-insured retentions with respect to **City** shall be reduced or eliminated to **City's** satisfaction, or **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **Contractor** shall provide to the Project Manager all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Contract. **City** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **Contractor**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **City**.

Failure to comply with these requirements shall be considered a material breach of contract.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH ALL LAWS.

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Contract. **Contractor** shall perform all work under this Contract in accordance with these laws, ordinances, codes and regulations. **Contractor** shall release, defend, indemnify and hold harmless **City**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

2. PROVISIONS DEEMED INSERTED.

Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

3. SEVERABILITY.

If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

4. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **Contractor** in connection with the performance of its duties under this Contract, shall be the sole property of **City**. **City** may use said property for any purpose, including projects not contemplated by this Contract.

5. INSPECTION AND AUDIT.

Upon reasonable notice, **Contractor** shall make available to **City**, or its agent, for inspection and audit, all documents and materials maintained by **Contractor** in connection with its performance of its duties under this Contract. **Contractor** shall fully cooperate with **City** or its agent in any such audit or inspection. **Contractor** shall maintain all Project-related records for a period of three (3) years from completion of the work.

6. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Contract nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Contract or any rights, duties

or obligations arising hereunder shall be void and of no effect.

7. WORKERS' COMPENSATION.

Contractor certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and **Contractor** certifies that it will comply with such provisions before commencing the performance of the work of this contract.

8. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation in connection with or related to the performance of its duties and obligations under this Contract.

9. NO THIRD PARTY BENEFICIARIES.

City and **Contractor** do not intend, by any provision of this Contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Contract, to the other party.

10. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Contract, **Contractor**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **City**. **Contractor** and **City** expressly intend and agree that the status of **Contractor**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **City**.

11. ENTIRE CONTRACT -- AMENDMENTS.

A. The terms and conditions of this Contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Contract of the parties with respect to the subject matter of this Contract.

B. This written Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between the **Contractor** and the **City**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Contract, shall be valid or binding, except by way of a written amendment to this Contract.

D. The terms and conditions of this Contract shall not be altered or modified

except by a written amendment to this Contract signed by the **Contractor** and the **City**.

E. If any conflicts arise between the terms and conditions of this Contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Contract shall control.

12. SET-OFF AGAINST DEBTS.

Contractor agrees that **City** may deduct from any payment due to **Contractor** under this Contract, any monies which **Contractor** owes **City** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

13. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Contract or any applicable law, ordinance or regulation.

14. CITY BUSINESS LICENSE / OTHER TAXES.

Contractor shall obtain and maintain during the duration of this Contract, a **City** business license as required by the San Rafael Municipal Code, and **Contractor** shall pay any and all state and federal taxes and any other applicable taxes. **City** shall not be required to pay for any work performed under this Contract, until **Contractor** has provided **City** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

15. SURVIVAL OF TERMS.

Any terms of this Contract that by their nature extend beyond the term (or termination) of this Contract shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

16. GOVERNING LAW.

This Contract shall be deemed to have been executed in the County of Marin, California. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Marin, California unless the parties agree otherwise in a written amendment to this Contract.

17. CONFLICT OF INTEREST.

Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

18. AUTHORIZATION.

Each individual signing above warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If **Contractor** is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Contract may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.



CONTRACT ROUTING FORM

INSTRUCTIONS: Use this cover sheet to circulate all contracts for review and approval in the order shown below.

TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:

Contracting Department: Digital Service & Open Government

Project Manager: Vinh Pham

Contractor Name: Marin IT Inc.

Contractor's Contact: David Cooper

Contact's Email: coop@marinit.com

City Council Date: ☒ 12/15/2025 or ☐ Not applicable

☐ **FPPC:** Check if Contractor must file Form 700

RESPONSIBLE PARTY	DESCRIPTION	COMPLETED
Project Manager	Email PINS insurance request to Contractor	<input checked="" type="checkbox"/>
City Attorney's Office	Review, revise as needed, and approve agreement as to form	NT
Department Director	Review and approve agreement	SM
Risk Management	Confirm insurance documentation is complete	
Finance	Review and sign off on funding availability	

All following documents are attached as reference material.



EOC AV System Upgrade - AV Over IP

Quote #2025-005789 v4

Prepared For:

City of San Rafael-SR

Vinh Pham
1400 Fifth Ave., Room 207
Attn: Digital Service & Open Government
San Rafael, CA 94901

P: (415) 485-3028

E: vinh.pham@cityofsanrafael.org

Prepared by:

Marin IT

David Cooper
366 Bel Marin Keys Blvd
Novato, CA 94949

P: 415-842-3250

E: coop@marinit.com

Date Issued:

11.26.2025

Expires:

12.24.2025

AV Equipment - Head End / Switching

Description	Price	Qty	Ext. Price
CP4 4-Series™ Control System	\$1,331.00	1	\$1,331.00
DMF-CI-8 Crestron - DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,391.50	2	\$2,783.00
DM-NVX-384C DM NVX® 5K 4x1 AV-over-IP Switcher Card with HDMI® and USB-C® Connectivity	\$1,969.28	16	\$31,508.48
DM-NVX-384 DM NVX® 5K 4x1 AV-over-IP Switcher with HDMI® and USB-C® Connectivity	\$1,969.28	14	\$27,569.92
DM-NVX-DIR2 DM NVX Director® Network AV Switching Appliance, 100 Endpoints	\$2,731.58	1	\$2,731.58
HD-RXC-4KZ-101 DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	\$260.74	3	\$782.22
HD-TXC-4KZ-101 DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable	\$260.74	3	\$782.22
CL-3430 CL - 4-HDMI to USB Video Switcher	\$828.80	1	\$828.80
CL-RMKIT CL - Rack Mounting Kit	\$34.50	1	\$34.50
Subtotal:			\$68,351.72

AV Equipment - Video Conferencing

Description	Price	Qty	Ext. Price
Video Conferencing Equipment			
UC-CX100-T Crestron Flex Advanced Video Conference System Integrator Kit for Microsoft Teams® Rooms	\$3,994.21	1	\$3,994.21
IV-CAM-P20-W Crestron 1 Beyond p20 PTZ Camera, 20x Optical Zoom, Bright White, Field of View H: 56.45°	\$2,413.95	2	\$4,827.90
IV-CAM-P12-W Crestron 1 Beyond p12 PTZ Camera, 12x Optical Zoom, Bright White, Field of View H: 67.68°	\$2,541.00	1	\$2,541.00
IV-CAMA-UMB-W Crestron 1 Beyond Universal Mount Bracket, Bright White	\$137.21	3	\$411.63
Content Sharing			
AM3-212 KIT Crestron Air Media Kit	\$2,623.59	5	\$13,117.95



AV Equipment - Video Conferencing

Description	Price	Qty	Ext. Price
AM-3200-WF Crestron AirMedia® Receiver 3200 with Wi-Fi® Network Connectivity	\$1,607.19	4	\$6,428.76
Subtotal:			\$31,321.45

AV Equipment - Audio

Description	Price	Qty	Ext. Price
Ceiling Microphones			
MXA920W-S Shure - Ceiling Array Microphone Square White 24"	\$5,011.92	2	\$10,023.84
Audio Processing			
P300-IMX Shure- IntelliMix Audio Conferencing Processor	\$1,962.15	1	\$1,962.15
CRT1 Shure - 1RU Component Rack Tray for Audio Network Interface	\$66.10	1	\$66.10
Portable Microphone			
ULXD4D--G57 Shure Dual Digital Wireless Receiver G57 Band	\$3,264.72	1	\$3,264.72
ULXD2/B58--G57 Shure Wireless Beta87 Microphone Handheld - G57 Band	\$722.89	1	\$722.89
SBC220 Shure 2 Bay Networked Docking Station	\$359.39	1	\$359.39
SB900C Shure Rechargeable Lithium-Ion Battery For Personal Monitoring Systems	\$120.74	1	\$120.74
Ceiling Speakers			
SAROS DM-NAX-IC4A-W Saros® 3 in. Active Full-Range In-Ceiling PoE+ Speaker with DM NAX® Audio-over-IP Support, White, Textured	\$698.54	4	\$2,794.16
SAROS IC4P-W Saros® 3 in. Passive Full-Range In-Ceiling Speaker, White, Textured	\$264.60	4	\$1,058.40
LOT Misc cables, interconnects, patch cords, power supplies and installation materials - Will be billed at actual	\$560.00	1	\$560.00
Subtotal:			\$20,932.39

Network Equipment

Description	Price	Qty	Ext. Price
EOC Switch			
C1000-24P-4G-L Catalyst 1000 24port GE, POE, 4x1G SFP	\$765.99	1	\$765.99
CON-L1NCD-C10244LP CX LEVEL 1 8X7NCD Catalyst 1000 24port GE, POE, 4x1G SFP	\$198.33	1	\$198.33
CAB-AC15A-90L-USA 15A AC Pwr Cord, right-angle (United States) (bundle option)	\$0.00	1	\$0.00
MDF Switch			
C9200L-48P-4X-E Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	\$4,126.03	1	\$4,126.03
CON-L1NCD-C9200L4X CX LEVEL 1 8X7NCD Catalyst 9200L 48port PoE 4 x 10G Ne	\$783.00	1	\$783.00



Network Equipment

Description		Price	Qty	Ext. Price
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	\$0.00	1	\$0.00
CON-L1SWT-C92LE48	CX LEVEL 1 SW SUB C9200L Cisco DNA Ess	\$67.50	1	\$67.50
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$662.30	1	\$662.30
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	\$0.00	1	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	1	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	2	\$0.00
			Subtotal:	\$6,603.15

Brown Act - Zoom Room

Description		Price	Qty	Ext. Price
Intel NUC 13	NUC 13 Pro, Intel NUC 13 Business Office <ul style="list-style-type: none"> • Intel Core i7-1360P (12C/16T, Up to 5.0GHz, 18MB) • 32GB DDR4 RAM • 1TB PCIe 4.0 NVMe SSD • 8K/HDR/4 Screen • WiFi6E/BT5.3 • Windows 11 Pro 	\$935.00	1	\$935.00
SW12USB	Blustream SW12USB 10Gb USB 3.2 Gen 2 Switch	\$730.49	1	\$730.49
Labor - T&M	Install and configure computer to support Zoom webinar in EOC: <ul style="list-style-type: none"> • Install / mount computer behind screen • Install and configure USB switcher • Modify Crestron programming as required to for one button switch • Test all functionality • Knowledge transfer - Train city staff as required 	\$145.00	8	\$1,160.00
			Subtotal:	\$2,825.49



Services (Labor)

Description	Price	Qty	Ext. Price
Device Installation & Infrastructure Setup Including: <ul style="list-style-type: none"> • Installation of a new Crestron control processor in the network rack, • Installation of new AVoIP chassis populated with interface cards to expand capabilities of current video routing capabilities. • Installation and configurations of AVoIP decoders and AirMedia devices behind each room display - This will require requiring the temporary removal and reinstallation of the displays. Additionally, the existing video wall will be removed to allow for the installation of AVoIP decoders, then securely remounted following installation. • Install and configure new DSP units • Reconfiguration of audio input routing to the existing analog amplifier. • Install and configure ceiling microphones as well as ceiling speakers to ensure consistent audio coverage, • Install and configure pole-mounted camera to provide optimized view of room 	\$145.00	40	\$5,800.00
System Programming, Configuration & Integration Including : <ul style="list-style-type: none"> • Migrate the existing Crestron program to the new processor and reprogram all system inputs and outputs to utilize the new AV-over-IP infrastructure. • Install and configure new DSP devices, including audio routing, gain structure, presets, and localized microphone feedback for zone-specific reinforcement. • Replace existing Direct Media routing with updated logic for video and audio signal paths over the AVoIP system. • Design and deploy a refreshed Crestron touch panel interface to reflect the updated system layout, source routing, and functionality. 	\$145.00	80	\$11,600.00
Testing, Tuning & Final Adjustments including: <ul style="list-style-type: none"> • Perform system testing / audio tuning - Adjust system as required to ensure optimal performance and provide user experience as required. 	\$145.00	30	\$4,350.00



Services (Labor)

Description	Price	Qty	Ext. Price
User Guide & Training Summary: <ul style="list-style-type: none"> Develop a customized user guide detailing system operation and provide end-user training to ensure confident and effective use of the AV system. Notes: <ul style="list-style-type: none"> Data cabling not included in quote - Pricing can be provided upon request Quote assumes adding two data switches - One in Main Computer Room / MDF - One in EOC Installation pricing based on all other trades completing their scope of work, electrical telecom, internet provider, etc No equipment / lift rental included - May be needed to mount access points / Misc equipment Will work with selected low voltage contractor (as required) or can assist with sub-contract if requested This is intended to a budget for the scope of work stated above - Because of changing field conditions and circumstances which can not be controlled work will be billed at actual hours. 	\$145.00	20	\$2,900.00
Subtotal:			\$24,650.00

Cabling - Physical Installation

Description	Price	Qty	Ext. Price
Physical Installation - Cabling Including: <ul style="list-style-type: none"> Provide and install new small wall mounted data rack in break out room Provide and install 15 new Cat 6E data connections - Speakers, MIC, terminate in new rack Relocate two (2) existing data jacks from wall of break out room to new data rack Install power in new data rack Remove and re-install all screens in room to support installation of AV over IP decoder installation Install new room / video conferencing cameras Remove video wall, install new mounting hardware and reinstall to support two (2) additional screens being relocated from back of room 	\$15,200.00	1	\$15,200.00
Subtotal:			\$15,200.00

Quote Summary	Amount
AV Equipment - Head End / Switching	\$68,351.72
AV Equipment - Video Conferencing	\$31,321.45
AV Equipment - Audio	\$20,932.39



Quote Summary		Amount
Network Equipment		\$6,603.15
Brown Act - Zoom Room		\$2,825.49
Services (Labor)		\$24,650.00
Cabling - Physical Installation		\$15,200.00
	Subtotal:	\$169,884.20
	Estimated Tax:	\$12,009.82
	Total:	\$181,894.02

Terms and Conditions: By signing this quote, Buyer agrees to the following Terms and Conditions unless a Master Agreement is negotiated between the parties, where the Master Agreement shall govern.

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

It is understood and agreed that end customer will accept and pay invoice of any product once it has been received at the Marin IT warehouse regardless of if it has been delivered to the final installation location or if it is being held at the Marin IT facility and that title to the Products will transfer to client upon invoicing.

While taking title to these products includes assuming the risk of loss, Marin IT insures equipment stored in its facility. Title having transferred to client, it is understood that there is risk of obsolescence and that the Products are not covered by price protection.

We agree to make payment on all invoices delivered to us by Marin IT with respect to the Products strictly in accordance with the terms thereof without defense, offset, deduction, recoupment or counter claim of any kind arising from the fact that the Products were not delivered to us at the time the invoice was delivered and were stored by Marin IT.

Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

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Acceptance

Marin IT

City of San Rafael-SR

David Cooper

Signature / Name

11/26/2025

Date

Vinh Pham

Signature / Name

Initials

Date

Certificate Of Completion

Envelope Id: 79FEB3C3-113B-4556-B93D-1DEDC40ADE3F
 Subject: DocuSign: PSA with MarinIT Inc. for EOC Audio Video Upgrades
 Source Envelope:
 Document Pages: 26
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Vinh Pham
 111 Morphew St
 San Rafael, CA 94901
 Vinh.Pham@cityofsanrafael.org
 IP Address: 199.88.113.8

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 Vinh.Pham@cityofsanrafael.org

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Signer Events

Nataly Torres
 Nataly.Torres@cityofsanrafael.org
 Legal Assistant
 City of San Rafael
 Security Level: Email, Account Authentication
 (None)

Signature

NT
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.88.113.8

Timestamp

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Sean Mooney
 Sean.Mooney@cityofsanrafael.org
 Digital Services Director
 City of San Rafael
 Security Level: Email, Account Authentication
 (None)

SM
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.88.113.8

Sent: 12/2/2025 2:36:29 PM
 Viewed: 12/2/2025 3:02:27 PM
 Signed: 12/2/2025 3:02:39 PM

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Finance

Sent: 12/2/2025 3:02:41 PM

Finance Director
 City of San Rafael
 Signing Group: Finance
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

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David Cooper
 coop@marinit.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Wesley Liang
 wliang@marinit.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Andrea Visveshwara</p> <p>Andrea.Visveshwara@cityofsanrafael.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Heather Davis</p> <p>Heather.Davis@cityofsanrafael.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Cristine Alilovich</p> <p>Cristine.Alilovich@cityofsanrafael.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/8/2025 5:50:59 PM ID: 92734b64-c5dc-4308-af7f-b0f4b9ffd306</p>		
City Clerk		
<p>Signing Group: City Clerk</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
<p>Editor Delivery Events</p> <p>Nataly Torres</p> <p>Nataly.Torres@cityofsanrafael.org</p> <p>Legal Assistant</p> <p>City of San Rafael</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Status</p> <div>VIEWED</div> <p>Using IP Address: 199.88.113.8</p>	<p>Timestamp</p> <p>Sent: 12/2/2025 2:17:49 PM</p> <p>Viewed: 12/2/2025 2:27:12 PM</p> <p>Completed: 12/2/2025 2:36:27 PM</p>
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2025 2:17:49 PM
Envelope Updated	Security Checked	12/2/2025 2:36:28 PM
Envelope Updated	Security Checked	12/2/2025 2:36:28 PM
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/2/2025 2:36:28 PM
Envelope Updated	Security Checked	12/2/2025 2:36:28 PM
Payment Events	Status	Timestamps
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