

Name of Project: **Information Technology Support Services**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2026**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Apex Technology Management, LLC**, hereinafter referred to as "Contractor."

The Agency requires services for **Information Technology Support Services**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Information Technology Support Services**, as described in Exhibits A and B, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$200,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2027** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS**

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but

not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 202
Vacaville, CA 95688

CONTRACTOR

Matt Fristoe
Apex Technology Management, LLC
310 Hemsted Dr., Suite 300
Redding, CA 96002

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____
Chris Lee,
General Manager

By: _____
Matt Fristoe,
President

FOR SCWA USE ONLY

Contract Period: 7/01/2026 to 6/30/2027
File Number: AG-A-28
Account Manager: Alex Rabidoux
G/L Account #: 6112AC
Job Cost #: 1406
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Task 1 – General IT Support, Maintenance, and Helpdesk

The Consultant will setup remote monitoring and management tools, conduct 24/7 monitoring, and conduct patching and updates of each covered device. The Consultant will provide unlimited In-Scope remote help desk support. The managed servers and workstations are based on active units, which may increase or decrease as servers and workstations are added or removed.

- **Deliverables:** Remote monitoring and management of the Water Agency's existing workstations and servers, including patch updates, and help desk support.

Description	Monthly Cost
Base Fee, Total Support (Gold)	\$ 517.50
Managed Client Site	\$ 450.23
Managed Servers (15 @ \$264.96 ea)	\$ 3,974.40
Managed Workstations (57 @ \$83.84 ea)	\$ 4,778.88
Monthly Total =	\$ 9,721.01
Yearly Total =	\$ 117,000.00

Task 2 – Advanced Security Support

The Consultant will provide advanced security support, including ring fencing, dark web monitoring, managed endpoint detection and response, multifactor authentication, password manager, as well as security and awareness training with phishing campaigns. The security support is based on active units, which may increase or decrease as servers and workstations are added or removed.

- **Deliverables:** Security support and monitoring, managed endpoint detection and response and multifactor authentication of the Water Agency's workstations and servers.

Description	Monthly Cost
Security Essentials, Servers (15 @ \$16.50 ea)	\$ 247.50
Security Essentials, Workstations (57 @ \$16.50 ea)	\$ 940.50
Monthly Total =	\$ 1,188.00
Yearly Total =	\$ 14,500.00

Task 3 – Digital Umbrella, On-site & Cloud Backup Service

The Consultant will conduct daily and monthly backups. Data will be stored on the local backup appliance as well as Cloud Storage. Data will be encrypted both at rest and in transit.

- **Deliverables:** Daily and monthly local and Cloud Storage backups.
- **Monthly Total = \$875.00**
- **Yearly Total = \$10,500.00**

Task 4 – Timus Advanced SASE VPN Solution

Annual renewal of Timus Advanced SASE VPN solution, as part of the Water Agency’s new SonicWall Firewall.

- **Deliverable:** *Renewal of SonicWall Firewall VPN support.*
- **Monthly Total = \$345.00**
- **Yearly Total = \$4,500**

Task 5 – Monthly 4-hr In-person Site Visit (Optional)

If requested, the Consultant can provide a monthly 4-hr in-person site visit to provide in-person IT support.

- **Deliverable:** *Monthly 4-hr in-person support.*
- **Monthly Total = \$990 / visit**
- **Yearly Total = \$12,000**

Task 6 – Additional IT and/or Future Project Support

The Water Agency is currently looking at new computer software systems including conversion of M-Files to Share Point (file and document management), Enterprise Resource Planning (ERP) systems (accounting and financial management), and Capital Improvement / Asset Management programs, which will require additional IT support. The Agency is also contemplating IT upgrades at the Putah Diversion Office (PDO) and Headquarters (Vacaville), which will likely require additional IT support. Lastly, the Water Agency’s servers are reaching their end of life, and future upgrades and/or improvements may be needed. Additional IT support is also needed to upgrade or setup new workstations. Additional IT support to be approved by the Water Agency.

- **Deliverables:** *To be directed by Water Agency staff.*
- **Yearly Total = \$41,500**

#	Description of Task	Total Cost (through 6/30/2027)
1	General IT Support, Maintenance, and Helpdesk	\$ 117,000
2	Advanced Security Support	\$ 14,500
3	Digital Umbrella, On-site & Cloud Backup Service	\$ 10,500
4	Timus Advanced SASE VPN Solution	\$ 4,500
5	Monthly 4-hr In-person Site Visit (Optional)	\$ 12,000
6	Additional IT and/or Future Project Support	\$ 41,500
	Contract Total =	\$ 200,000

The services shall also include the tasks, timelines, deliverables, and specifications outlined in the Consultant’s Proposal dated May 8, 2026, attached as a continuation of Exhibit A.



A New Charter TECHNOLOGIES Company >

310 Hemsted Drive
Suite 300
Redding, CA 96002
(530) 248-1000 phone
(530) 243-9184 fax

www.apex.com

Quote #:	APXQ33053
Date:	5/8/2026

Quotes are valid for 30 days

SCWA - Contract Renewal - 1 Year

Prepared For:

Alexander Rabidoux

Solano County Water Agency
810 Vaca Valley Parkway
Suite 202
Vacaville, CA 95688
United States
Email: ARabidoux@scwa2.com
Phone: (707) 455-1106

Prepared By:

David Kamins

VCIO
530-248-1094
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Qty	Description	Unit Price	Ext. Price
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1 Year Contract Renewal

1	Total Support Gold (Monthly) - Complete 24x7 Monitoring & Network Administration - Windows Server & Workstation Patching - Unlimited Remote Support (via phone, email or web portal) - VCIO Services for Planning, Budgeting and Vendor Management - Discounted Rates on Projects and Out-of-Scope Support	\$9,721.01	\$9,721.01
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1 Year Renewal beginning June 2026:

*Total Support Gold - Base Fee - \$517.50
Managed Client Site - Includes 1/3 of Quarterly Proactive On-site Maintenance - \$450.23
Managed Server (15) - \$264.96 ea
Managed Workstation (57) - \$83.84 ea*

Includes COLA increase of 3.5%


72	Security - Apex Security Essentials (Monthly)	\$16.50	\$1,188.00
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1 Year Renewal beginning June 2026:

Includes:
- Managed endpoint Detection & Response (MDR)
- Application Ringfencing and Elevation Control
- Multi-Factor Authentication (MFA) - If needed, tokens are extra cost
- Security Awareness Training with Phishing Campaigns
- Password Manager for all Staff - Enterprise Grade with Secure Sharing
- Password Self-Reset
- Dark Web Monitoring

*57 Workstations
15 Servers*

Qty	Description	Unit Price	Ext. Price
1	Digital Umbrella 3.0 On-site & Cloud Backup Service (Monthly)  1 Year Renewal beginning June 2026: - Native Data: 2400GB - 31 Daily and 13 monthly backups on the local backup appliance - Additional retention can be configured if required (possible additional cost) - 33TB Total Cloud Storage Space Included. Additional space is charged as needed. - Built in compression and deduplication for performance and reduced storage needs. - Encrypted data both at rest and in transit. - Meets PCI and HIPAA guidelines.	\$875.00	\$875.00
23	Timus Advanced SASE VPN Solution 1 Year Renewal beginning June 2026: Timus Secure VPN Gateway	\$15.00	\$345.00

Monthly Recurring Services SubTotal \$0.00

SubTotal		\$0.00
Tax	8.125 %	\$0.00
TOTAL		\$0.00

Recurring services to be billed upon service activation
Monthly: \$12,129.01 **Annual:** \$0.00

Taxes, shipping, handling and other fees may apply. This quote is valid for 30 days from date of issue. Check, credit card or electronic funds transfer are acceptable payment types. Apex reserves the right to cancel orders arising from pricing or other errors.

Client Signature

Date

EXHIBIT B

RATE OF COMPENSATION

#	Description of Task	Total Cost (through 6/30/2027)
1	General IT Support, Maintenance, and Helpdesk	\$ 117,000
2	Advanced Security Support	\$ 14,500
3	Digital Umbrella, On-site & Cloud Backup Service	\$ 10,500
4	Timus Advanced SASE VPN Solution	\$ 4,500
5	Monthly 4-hr In-person Site Visit (Optional)	\$ 12,000
6	Additional IT and/or Future Project Support	\$ 41,500
	Contract Total =	\$ 200,000