

**RESTATED AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ECS IMAGING, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and ECS Imaging, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. On May 11, 2017, City and Contractor entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and ECS Imaging, Inc." ("Original Agreement") for the purchase and implementation of the Laserfische Enterprise Document Management System ("System"), including configuration, training, support, maintenance, and related professional services ("Services");
- B. The term of the Original Agreement is May 11, 2017 to April 30, 2020 and rather than amend the Original Agreement instead enter into this Restated Agreement with the term retroactive from and beginning on May 1, 2020 and extend through the date as set forth in Section 2 (Term of Agreement);
- C. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- D. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, 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,
- E. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Sample Service Order Form

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

Exhibit F – ECS Gold Priority Support Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. **Initial Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be retroactive from and beginning on May 1, 2020 and extend through April 30, 2023 (“Initial Term”).
- B. **Options to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to seven (7) additional one-year terms through April 30, 2030 (“Option Periods”). See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES

- A. Contractor shall provide professional services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual service orders (“Service Orders”) issued in accordance with the Terms and Conditions of this Agreement. Each Service Order shall describe the

services and deliverables (collectively “Work”) the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work.

- B. Each Service Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific requirements of each Approved Service Order.
- C. The City will not compensate the Contractor for any Work until the City has executed the Service Order for such Work (“Approved Service Order”).
- D. Each Approved Service Order incorporates the Terms and Conditions of this Agreement, and becomes a part of this Agreement. An Approved Service Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Service Order – even if the Approved Service Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Service Order are invalid and unenforceable.
- E. The City has no obligation to issue any Approved Service Orders under this Agreement.

4. SOFTWARE

- A. **Software License Agreement.** With respect to the software products installed pursuant to this Agreement, such software shall be licensed to City pursuant to the terms of the applicable third-party license agreements.
- B. **Software Support and Maintenance Services.** Contractor shall provide all software maintenance and support services as set forth in Exhibit F.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

City shall pay Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Clerk's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at sdhadli@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

ECS Imaging, Inc.
5905 Brockton Avenue, Ste. C
Riverside, CA 92506
and by e-mail at pete@ecsimaging.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ECS IMAGING, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Debbi Bodewin

Title: EVP/Secretary

Principal Place of Business Address: 5905 Brockton Avenue, Ste. C
Riverside, CA 92506

Email Address: debbi@ecsimaging.com

Telephone: (951)787-8768

Fax: ()

“CONTRACTOR”

EXHIBIT A

SCOPE OF SERVICES

1. INTRODUCTION

Contractor shall provide professional services to the City on an as-needed basis pursuant to individual services orders issued in accordance with the terms and conditions of this Agreement and further described in Section 2 of this Exhibit. Services that Contractor will perform under this Agreement are described generally in the table below.

Project Title	Department	Description
Contracts Management	Citywide	Utilize Laserfiche to customize a contracts management solution utilizing forms for initiating contracts, workflow for routing approvals, and electronic document signatures using Laserfiche's built in DocuSign integration. Scan and capture automation to reduce manual indexing of incoming contract related documents, and workflow for automated email alerts and reporting. Integration to Legistar (Agenda) and EBIX (to track insurance requirements).
Accounts Payable Invoice Workflow	Finance	Develop Accounts Payable form and workflow for receiving submittals of electronic documents rather than paper. Submitters can scan before submitting and attach to the form. The solution also includes scanning and automating indexing of invoice related documents received in physical format. The workflow will streamline the process, eliminate the paper before it enters the office and integrate PeopleSoft with Laserfiche for invoice approval and related documentation searches.
Records Management	Citywide	Streamline records management and enhance efficiencies in the review, import, export and edit of records. Includes streamlining / consolidating the records retention periods to simplify and reduce duplications of ongoing records retention maintenance. Includes automation of records, user friendly interface, as-built records management, assets management, preparation of reports, staffing needs assessment and resource planning.

Project Title	Department	Description
Forms and Workflow	City Clerk	Implement a various Boards & Commission application form to allow for streamlined application process, incorporate electronic signature capability, allow applicants to include attachments, and maintain Board & Commission repository.
Forms and Workflow	SVP	Implement automated forms and workflow to streamline both public facing and internal processes (e.g., FRAP)
Business Process Automation	Fire	Implement automated forms, workflow and public portals to improve business process and reduce Public Records Act requests. Availability of data in the field for Fire Personnel.
Forms and Workflow – Business Process Improvements	HR	Onboarding and user termination workflow can utilize a Laserfiche form to begin each process. Workflow and subsequent forms will facilitate necessary steps to complete process. This would streamline the recruitment and on-boarding process of new City employees. This effort should be shared between the HR and IT department for overlapped responsibilities.
Forms and Workflow – Business Process Improvements	Citywide	Work with all departments to identify processes that can be automated eliminating manual processes and improving processes and performance.
Scanning Automation & Indexing	Citywide	Evaluate the document types and determine the method of separation. Barcodes, separator pages, page count, or consistently placed titles on the first page of the document can be used to separate. Utilize quick fields to perform separation and to extract metadata automatically from the document using Zonal OCR and pattern matching. Utilize external database if available for lookups.
Public Records Act Requests	Citywide	Determine what records are appropriate to provide for public access including forms, fee sheets, building floor plans, park and use rules, applications, registration, facility reservations, permit applications, reports, survey records, agreements, resolutions, ordinances, via WebLink Public Portal to eliminate frequent Public Records Act requests.

2. SERVICE ORDERS

2.1. Preparation

- 2.1.1.** The City will request Contractor to prepare a written service order proposal. The City will either request the Contractor to include a draft scope of services in its proposal, or provide the Contractor with a draft scope of services upon which the Contractor must base its proposal.
- 2.1.2.** As part of the City's request for the Contractor to prepare a service order proposal, the City may require the Contractor to meet to discuss the scope of the services, the schedule of performance, and any other relevant details.
- 2.1.3.** Contractor will prepare a written service order proposal in accordance with the City's request. Contractor will provide the proposal in both paper and electronic form.

2.2. Numbering

- 2.2.1.** Approved Service Orders shall be attached to this Agreement as consecutive exhibits beginning with Approved Service Order 1.

2.3. General Scope of Services

Each Approved Service Order shall be substantially in the form specified in Exhibit D with the final scope of services generally following the format outlined herein.

2.3.1. Project Management

2.3.1.1. Contractor Responsibilities

- 2.3.1.1.1.** Contractor shall assign a Project Manager who will be the primary person communicating with the City and keeping City fully apprised on the status and progress of the project. The Contractor's Project Manager shall also be responsible for project schedule updates; creation and preparation of progress reports and meeting minutes; adherence to project scheduling; and general project coordination.
- 2.3.1.1.2.** Contractor shall develop and maintain a detailed project schedule containing all deliverables, tasks, and milestones.

- 2.3.1.1.3.** It is the City's expectation that Contractor will meet all the project deliverables and dates in accordance to the Approved Service Order. Any changes to the project schedule which will impact the completion date of each deliverable must be mutually agreed to and incorporated into a revised project schedule.

2.3.1.2. City Responsibilities

- 2.3.1.2.1.** The City shall provide oversight for the entire project, but Contractor must provide overall project management for all tasks identified in the Approved Service Order.
- 2.3.1.2.2.** The City shall assign a project manager who shall work closely with Contractor to facilitate the successful completion of each Approved Service Order and who shall be responsible for supervising the staff of the City and their cooperation with and participation in such process. The City's Project Manager shall maintain project communications with Contractor's Project Manager.
- 2.3.1.2.3.** The City will review current business practices, consider and/or adopt new business as needed.
- 2.3.1.2.4.** The City shall ensure Contractor has remote and on-site access to City's server equipment, including to all development and system accounts running the Laserfiche Document Management System software application.

2.3.2. Detailed Description of Services/Work

- 2.3.2.1.** Each Approved Service Order shall set forth the services to be performed including workflows, integrations, etc.

2.3.3. Acceptance Procedure

- 2.3.3.1.** Contractor shall prepare a test plan for each set of requirements demonstrating that the features and functions required are included and met in accordance with the Approved Work Order.

- 2.3.3.2.** Following testing, the City and Contractor shall prepare a punch list of items required to properly complete the service order.
- 2.3.3.3.** Punch list items shall be completed by the respective party according to a mutually agreed upon schedule.
- 2.3.3.4.** Following completion of all punch list items and City's validation that the Service Order meets the requirements, both parties will execute final acceptance to memorialize acceptance of the Service Order. By executing final acceptance, the City agrees to pay Contractor any remaining and approved outstanding invoices.

2.3.4. Compensation

- 2.3.4.1.** Each Approved Service Order shall set forth the maximum compensation to complete the services. Contractor shall not perform any additional services that will exceed the maximum compensation for the Approved Service Order without further authorization by the City.
- 2.3.4.2.** Each Approved Service Order shall set forth the basis of compensation (fixed fee, time and materials, etc.). Payment schedules must be identified and tied to successful completion of designated deliverables/milestones.

EXHIBIT B SCHEDULE OF FEES

1. SERVICE ORDERS MAXIMUM COMPENSATION

The maximum total, aggregate compensation the City will pay Contractor for all professional services for all Approved Service Orders issued under this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000) during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. SOFTWARE LICENSE AND SUPPORT/MAINTENANCE SERVICES

The fees for the Laserfiche software products are set forth below. A separate Purchase Order (PO) will be issued as required by the City and in accordance with the terms and conditions of this Agreement. The POs issued hereunder shall not be included in calculating the maximum compensation set forth above in Section 1.

Laserfiche Software Assurance Plan (LSAP)

Description	Qty	Unit Price (per year)	Total
LF Rio User (200-499) LSAP	200	\$120	\$24,000
LF Rio Forms LSAP	200	\$12	\$2,400
LF Rio Forms Portal Add-on LSAP	1	\$1,600	\$1,600
LF Quick Fields Complete LSAP	1	\$3,000	\$3,000
LF Rio Quick Fields Agent LSAP	1	\$2,000	\$2,000
LF Rio Public Portal License LSAP for Dual CPU (Unlimited Weblink Retrieval Users)	1	\$10,000	\$10,000
LF Rio Connector Basic LSAP	200	\$6	\$1,200
LF Rio Toolkit LSAP	1	\$750	\$750
Rio DocuSign Integration LSAP	1	\$60	\$60
LF Rio Accela Connector LSAP	1	\$3,000	\$3,000
ECS Gold Priority Support	1	\$3,500	\$3,500
Total (to be adjusted as required to reflect actual quantities)			\$51,510

Additional Software Licenses and LSAP as may be required by the City

Description	Unit Price (200-499)	Unit Price (500-999)
Software Licenses		
Laserfiche Rio Named Full User	\$600	\$500
Laserfiche Rio Forms Professional User	\$60	\$50
Laserfiche Connector	\$30	\$25

Description	Unit Price (200-499)	Unit Price (500-999)
Laserfiche Software Assurance Plan (LSAP)		
LF Rio User LSAP	\$120	\$100
LF Rio Forms LSAP	\$12	\$10
LF Rio Connector Basic LSAP	\$6	\$5

The unit prices set forth above shall remain fixed for three (3) years through April 30, 2023. Thereafter, Contractor will notify City of any changes to the unit prices for any Option Period at least forty-five (45) days prior to the start of the option term. Any increase to the unit prices may not exceed three percent (3%) per Option Period over the prior year's fees, subject to the City's approval.

3. INVOICING

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves

transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, 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 Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. 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.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to: ctsantaclara@ebix.com

Or by mail to:
EBIX Inc.
City of Santa Clara [City Clerk's Office]
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D SAMPLE SERVICE ORDER FORM

This Service Order is issued by the City of Santa Clara to the contractor listed below. This Service Order shall constitute a binding legal contract between the City and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Service Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Service Order No.:		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
Contract No.		
Contractor Name/Address:		
Master Agreement Name:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Service Order:	Start Date:	Expected Completion Date:
Maximum Service Order Compensation:		
Sufficient funds are available in Fund #: (to be completed by City)		
Signatures: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> Contractor Name [Print]: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"><i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"></div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> City's Project Manager [Print]: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"><i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"></div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> City's Department Director Name [Print]: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"><i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"></div> </div> </div>		

PART B: SERVICES TO BE PERFORMED FOR SERVICE ORDER

1. REVISED SERVICE ORDER

- ☐ No
☐ If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee

b. **Reimbursable Expenses:**

- ☐ No expenses are reimbursable.
☐ Expenses are separately reimbursable in the maximum amount of: _____

c. **Payment Schedule:** ☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Work

d. **Payment Terms.** Provide payment terms below or attach as a separate file.

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
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NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated:

Purchasing Manager
1500 Warburton Avenue
Santa Clara, CA 95050

EXHIBIT F
ECS GOLD PRIORITY SUPPORT AGREEMENT

This ECS Gold Priority Support Agreement (the “**Support Agreement**”) is incorporated by this reference in the agreement to which it is attached (the “**Master Agreement**”). Products covered by this Support Agreement (“**Products**”) are any item or group of items supplied by ECS which are set forth in the Master Agreement or any corresponding ECS invoice for support services (each an “**Invoice**”). Unless specified differently, defined terms herein shall have the same meaning as attributed to them in the Master Agreement. ECS Imaging, Inc. (“**ECS**”), a Value-Added Reseller of Laserfiche, and the Client agree to be governed by this Support Agreement relative to the software and/or hardware maintenance services (“**Service**” or “**Services**”) which ECS will provide relative to the Products.

1) Software Maintenance/Priority Support Services: Based on the software provided as part of the Master Agreement or applicable Invoice, ECS will supply the following software maintenance/support services:

(a) ECS shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Support Agreement, and shall be available to receive notification by the Client of any software problem. The Client must provide adequate information and documentation to enable ECS to recreate the reported problem. If it is determined that there is no problem with the software products, ECS will so inform the Client and, in such case, ECS reserves the right to charge the Client for the services provided at ECS's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, ECS makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.

(b) Service is available by calling 877-790-1600 or via E-mail at helpdesk@ecsimaging.com during Regular Business Hours, defined as the hours between 7:30 a.m. and 5:00 p.m. PST, Monday through Friday (excluding ECS company holidays). ECS agrees to use reasonable efforts to respond to the Client's service request within four (4) hours of receipt of notification. ECS shall first attempt to diagnose the reported problem via telephone and/or e-mail, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Client perform any required/standard operational maintenance or simple adjustments which the Client can reasonably be expected to conduct. If the reported problem is not resolved via telephone and/or e-mail, ECS shall arrange for a system engineer to visit the Client's site during ECS's Regular Business Hours.

(c) The Client has purchased a fixed number of Gold Priority Support Hours per year as defined in the Invoice for support services. Gold Priority Support Hours will be debited when ECS performs remote desktop support, on-site support, on-site and remote upgrades, and on-site training. In addition, most services offered by ECS are included in Gold Priority Support including Laserfiche tech support, installations, configurations of workflow and forms, and integration services are included. When Gold Priority Support Hours are used for on-site activities, ECS will debit a minimum of two to twenty-four hours from the Gold Priority Support Agreement based on the travel time of the support engineer or trainer. Scheduled After-Hours Support, defined as any time-period outside of ECS's Regular Business Hours, is available at the discretion of ECS. The Client will be debited double the total number of Gold Priority Support Hours used for After-Hours Support. Gold Priority Support Hours expire one year from the annual renewal date and do not roll-over to the next year period. Gold Priority Support services cannot be used for Professional Services for the development of brand new

Laserfiche implementations, initial data conversions, or major software development services. If insufficient Gold Priority Support hours are available, you will be asked to increase your annual Gold Priority Support Hours at a cost or purchase additional Professional Services Hours at a rate of \$175/Hr.

2) Hardware Maintenance/Support Services: If applicable based on the above-described Products, ECS will supply the following hardware maintenance/support services:

(a) Hardware maintenance will be covered if such hardware is covered by the manufacturer's warranty and the warranty is maintained through ECS.

3) Charges: ECS will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for such invoice in advance of the renewal date indicated.

4) Client Responsibility: Client is responsible for:

(a) Notifying ECS in advance of any material changes to the supported Products components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.

(b) Having a valid backup of data at all times to maintain original operating system, data and application software.

(c) Promptly notifying ECS of any need for service and making product(s) available to ECS engineers.

(d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Support Agreement.

5) Limitations of Service: Maintenance/support services provided under this Support Agreement do not include:

(a) Cost of bringing product(s) to operational status prior to placing them under maintenance.

(b) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.

(c) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Client, work performed on software/hardware by personnel other than ECS employees/subcontractors, causes beyond ECS 's control.

(d) Furnishing consumable supplies or accessories as specified by the manufacturer.

(e) Hardware with missing or altered serial numbers.

(f) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, ECS will provide services at ECS's then current standard service rates.

6) Term: This Support Agreement shall be in effect beginning on the first date of support and continue for one year, unless sooner terminated as provided in Section 8 of the Agreement.