

**AGREEMENT WITH COMPLETE PAPERLESS SOLUTIONS
FOR SIRE CONVERSION AND INSTALLATION OF LASERFICHE CLOUD BASED ELECTRONIC DOCUMENT
MANAGEMENT SYSTEM & SUPPORT SERVICES**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **COMPLETE PAPERLESS SOLUTIONS** an LLC, whose address is 4025 E. La Palma Avenue Suite 204, Anaheim, CA 92807.

RECITALS:

A. CITY desires certain SIRE conversion, Installation of Laserfiche software, and support services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide the SIRE Conversion, Laserfiche software installation and continued support services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on July 01, 2020 and be completed on or about July 01, 2023.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee in an amount of \$139,882 pursuant to rates stated in Exhibit B, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Alesha Boyd
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

To CONTRACTOR: Complete Paperless Solutions
Attn: Claude Schott
Anaheim, CA 92807

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and Complete Paperless Solutions have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Patrice Olds
City Clerk

Claude Schott
Its Authorized Agent
Chief Financial Officer

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Payment Rates
- Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The City of San Mateo is seeking to subscribe and implement a comprehensive cloud based electronic content and records management software, including all software and related services, as well as the conversion of the SIRE database.

Complete Paperless Solution (CPS) will be providing the City of San Mateo with a turnkey solution, including all software and related services for the design, data migration, development, deployment, training and support of the system.

Our projects are managed with a focus on over preparation. Our implementations always start with a project plan and a preview of the implementation. In most cases, Laserfiche is a new system and a starting point is required. We provide a pre-Statement of Work step which will accomplish the following:

1. Provide documentation on how we intend to implement the system. This will give stakeholders and end users a starting point conceptually and visually.
2. Provide a training preview. Seeing the system in action makes for better decisions.
3. Provide statistical documentation on conversion. Part of the project plan is a breakdown of the metadata from the existing system. This will provide insight as to which metadata needs cleaning and which metadata can be consistently used for conversion.

The outcome of steps 1 through 3 are the building blocks for our true Statement of Work. All modified and contended items use the following rules:

- CPS Project Manager will document the issue as soon as a change which impacts project scope, schedule, staffing or spending is identified.
- The CPS Project Manager will review the change and determine the associated impact to the project and will forward the issue, along with recommendation, to all interested parties for review and discussion.
- If required due to lack of consensus, the Project Sponsor shall review the issue(s) and render a final decision on the approval or denial of a change.
- Following an approval or denial, the CPS Project Manager will notify the original requestor of the action taken.

Finally, after some discussion regarding steps 1 through 3, we provide a Statement of Work. Our Statements of Work always come with a Warranty Period. During this warranty period we provide free modifications (which are considered in scope for the Statement of Work), break-fixes, and minor requests (out of scope). The warranty period also guarantees response times for issues encountered during the warranty period. Response times are usually 1 hour for business days and 4 hours for non-business days.

Quality control is especially important when performing a Conversion. The statistical documentation accounts for the number of documents and the metadata associated with them. Complete Paperless Solutions also provides an audit report before and after conversions. This will ensure that all content is accounted for and can be identified as “converted” or “not converted”.

City Staff expertise usually is dictated by the content that Laserfiche will contain. Each Cabinet in SIRE will require an expert for that department/division. Each cabinet will require at the very least 8 hours of documentation review and an additional 8 hours for preview and review of converted documents. Additional City Staff will also be required if there are intentions of expanding content outside of the contents of Sire. They will also need to be included. See below matrix for each step of the project, including required (and optional) participants to the deployment of the project.

Once the contract is signed, we will request to see and discuss the SIRE records and associated databases. The conversion of SIRE may take up to 3-4 weeks for optimal results. The Laserfiche installation and training can be completed within a couple weeks considering that the City of San Mateo resources and team will be available during that span. City of San Mateo should be in full production within 5 - 7 weeks, including the SIRE conversion. 1 -2 weeks without the conversion. However, we would like to focus the training with your own content.

Training will be provided during the implementation process and is part of the scope. However, CPS will only bill for the classes held. For example, we have three End User trainings scheduled in the scope, but we may only end up needing two classes. The contract includes CPS VIP Support Level annual service plan.

The service offers the following:

- Customer support Monday thru Friday during normal business hours from 7:00Am to 6:00PM PST.
- 2 hours guaranteed response time
- Free onsite upgrades
- A dedicated support engineer will serve as the primary contact for Laserfiche support through a direct telephone line.
- Unlimited onsite training
- Next day onsite support guaranteed if remote issue non-resolved
- Unlimited onsite support
- Preventative Maintenance: 2 on-site visits per year to ensure optimum system functionality
- Preferred Pricing on specific integration and development projects
- No travel cost

Schedule

Let's assume that Project starts on July 1st, 2020.

X - Required

O - Optional

		Staff Required						Timeline
		Rec Mgr	LF Admin	IT	End Users	CPS PSG	CPS Dev	Start Date - Duration
Laserfiche Implementation								37 days
1.0	Kickoff meeting	X	X	X	O	X		7/1 - 2 hours
2.0	Introduction to Laserfiche – Laserfiche client training and demonstration to grasp Laserfiche functionality – Laserfiche Best practices	X	O	O	O	X		7/1 - 2 hours
3.0	User experience review – SIRE user experience demo	X	O	X		X	X	7/1 - 2 hours
SIRE Requirements Gathering								10 days
1.0	SIRE Data Evaluation/Review			X		X	X	7/1 - 8 days
2.0	User Interface Evaluation					X	X	7/1 - 2 hours
3.0	Departmental Feedback	X	X		X			7/11 - 2 days
Laserfiche Requirements Gathering								1 day
1.0	Security (users and groups)	X	X			X		7/1 - 1 day
2.0	Security (folders)	X	X			X		7/1 - 1 day
3.0	Metadata Usage	X	X			X		7/1 - 1 day
4.0	Taxonomy (folder structure)	X	X			X		7/1 - 1 day
5.0	Records Retention Policy	X	X			X		7/1 - 1 day
Laserfiche Set up								7 days
1.0	Security Implementation		X			X		7/2 - 1 day
2.0	Metadata Implementation	O	X			X		7/3 - 1 day
3.0	Security Implementation (folders)	O	X			X		7/3 - 1 day
4.0	End Users - Capture	X	X	O		X		
5.0	End Users – Public Portal	X	X	O		X		
Workflows								5 days
1.0	QC and Taxonomy	O	X			X		7/4 - 2 days
2.0	Records Retention	O	X			X		7/8 - 3 days
3.0	Security Implementation (folders)	O	X			X		7/3 - 1 day
4.0	End Users - Capture	X	X	O		X		
5.0	End Users – Public Portal	X	X	O		X		
Laserfiche Operational								7/11
SIRE Conversion								20 days
1.0	Custom Development					X	X	7/15 5 days

2.0	Conversion Execution					X	X	7/21 10 days
3.0	Auditing/User Acceptance	X	X		0	X	X	8/4 5 days
Laserfiche Training								5 days
1.0	Laserfiche end User Training	X	X		X			8/4 - 1 day
2.0	Laserfiche Admin Training	X	X		0	X		8/5 - 1 day
3.0	Laserfiche Power Users	X	X		0	X		8/6 - 1 day
3.0	Laserfiche Workflow Designers	0	X		0	X		8/7 - 2 days
GO LIVE								8/8

EXHIBIT B
Payment Rates

Set Up & SIRE Conversion Cost Break Down	Quantity	Per Unit Pricing	Pricing	
Project management, include but not limited: kick off, consulting, meetings and documentation.	5	1600	8,000.00	
Installation of Records Management Edition - Approved Retention Schedule implemented in Laserfiche	2	1600	3,200.00	
Public Portal Design	1	900	900.00	
Admin Training	1	900	900.00	
End User Training	3	450	1,350.00	
Participant User Training	4	225	900.00	
SIRE Conversion	1	15000	15,000.00	
			30,250.00	
	1st Year Expense	2nd Year Expense	3rd Year Expense	
SIRE Conversion Cost Break Down	30,250.00	0.00	0.00	
VIP Annual Support Service	16,200.00	16,200.00	16,200.00	
Public Portal Views - 10,000	3,300.00	3,300.00	3,300.00	
	49,750.00	19,500.00	19,500.00	
Added Features				
One Time Cost - Laserfiche Application Programing Interface Key	2,500.00	0.00	0.00	
Laserfiche Quick Fields Bundles	1,944.00	1,944.00	1,944.00	
Participant Users - City Staff Read Only	3,600.00	3,600.00	3,600.00	
Write Once Read Many (WORM)	2,400.00	2,400.00	2,400.00	Sub Total
	60,194.00	27,444.00	27,444.00	115,082.00
3rd Party Application Programing Interface (API) - Appropriation				
One Time Cost - EnerGov Application Programing Interface (API) Key	8,000.00			
Energov annual software maintenance	1,600.00	1,600.00	1,600.00	
SnapLogic low/no code development against the EnerGov API	4,000.00	4,000.00	4,000.00	Total
	73,794.00	33,044.00	33,044.00	139,882.00

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents 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 after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the 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 the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.