

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ADVANCED IMAGING STRATEGIES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ADVANCED IMAGING STRATEGIES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of March 2021 by and between the CITY OF CARSON, a California municipal corporation ("City") and Advanced Imaging Strategies, Inc., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Eighty Four Thousand Five Hundred and Seventy Six Dollars and Sixty Cents (\$284,576.60) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

<u>David Renteria</u>	<u>Sales Manager</u>
_(Name)	(Title)
<u>Jeff Falls</u>	<u>Area Service Manager</u>
_(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Kevin Kennedy, IT Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]



Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

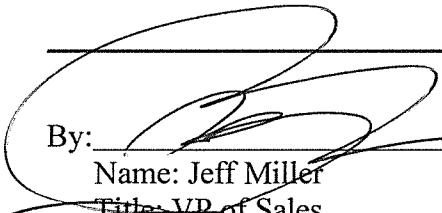
ATTEST:

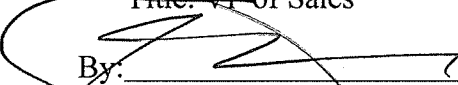
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

By: 
Name: Jeff Miller
Title: VP of Sales

By: 
Name: Francine Do
Title: CFO / COO
Address: 371 Corporate Terrace Circle, Suite 101
Corona, CA 92879

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED</p> <p><input type="checkbox"/> <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING:</p> <p>(NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
---	--

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Through a separate Lease Agreement ("Lease") between the parties, Consultant shall lease to the City twenty-five (25) multi-function office machines ("MFPs") as listed in Exhibit "C," Schedule of Compensation, under "Equipment Lease." The rights and obligations of the parties under the Lease are set forth in the Lease.

B. Provide services for:

1. Removal from City premises of all legacy Xerox and other machines listed below and deliver from City of Carson facility and buildings to All Leasing Services at 9701 Research Drive, Suite 100 Irvine, CA 92618;
 - (a) One (1) Xerox V80B
 - (b) One (1) Xerox V80EFI
 - (c) One (1) Xerox C70
 - (d) One (1) Xerox D125CP
 - (e) Four (4) Xerox 7220P
 - (f) Eighteen (18) Xerox 7845PT
2. Delivery and installation of twenty-three (23) Kyocera and two (2) Xerox MFPs;
3. Training on the functionalities and operations of MFPs on an as-needed basis;
4. After hours/weekend service support on the MFPs (based on time of dispatch);
5. Device mapping of all MFPs throughout the City; and
6. Provide access to AIS Customer Portal for the processing of:
 - (a) Meter information;
 - (b) Call-in notes;
 - (c) Ordering supplies;
 - (d) Payment of service invoices;

- (e) Printer usage;
- (f) Order history; and
- (g) Device Statistics and inventory.

C. Provide maintenance and service to support and sustain MFPs as more particularly set forth in Exhibit "A-1," Supplemental Service Level Agreement ("SLA"). Consultant's charges for all services provided under the SLA are folded into the "Maintenance and Print Cost" detailed in Exhibit "C," Schedule of Compensation, and therefore, there shall be no separate costs charged to City for any SLA services.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Device mapping of all multi-function office machines throughout the City.
- B. Provide access to AIS Customer Portal for the processing of:
 - 1. Meter information;
 - 2. Call-in notes;
 - 3. Ordering supplies;
 - 4. Payment of service invoices;
 - 5. Printer usage;
 - 6. Order history; and
 - 7. Device Statistics and inventory.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

Oral reports as requested by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Jason Harrow
- B. David Renteria

C. Evan Katsouridis

EXHIBIT "A-1"

SERVICE LEVEL AGREEMENT

AGREEMENT OVERVIEW

This Agreement represents a supplemental Service Level Agreement (SLA) between Advanced Imaging Solutions (AIS) and City of Carson for new equipment orders and the provision of services, repairs and maintenance required to support and sustain Copiers/Multi-Function Office Machines and desktop Printers.

AIS will provide City of Carson quarterly business reviews where previous usage/billing can be utilized to adjust future base billing volumes up or down as needed, as well as analyzing equipment over-utilization and under-utilization. Adjustment of the billing volumes up or down will not impact any per-page rate.

Technical Expertise

All inquiries are handled by a skilled engineer dedicated to resolving issues quickly with no restrictions on contact frequency. City of Carson simply contacts the Service Solutions Center by one of three convenient methods:

- Toll free (855) 448-4247
- Email dispatcher@ais-now.com
- Or by visiting <http://www.ais-now.com/customer-login/>

GOALS & OBJECTIVES

The purpose of the SLA is to ensure that the proper elements and commitments are in place to provide consistent Copier & Printer service and support to City of Carson by AIS.

The goal of this SLA is to obtain mutual agreement for Copier/Printer service provision between AIS and City of Carson. The objectives of this SLA are to:

- Provide clear reference to service requirements, accountability, roles and/or responsibilities.
- Present clear, concise and measurable description of service provision to City of Carson
- Match perceptions of expected service provision with actual service and support.

1. DEFINITIONS

- **Preventative Maintenance** - Preventative Maintenance shall be performed as needed to ensure optimal operation of equipment. This includes component replacement, adjustments and cleaning. End-users are responsible for replacing depleted toner cartridges, replacing waste toner receptacles, replacing staple cartridges, re-filling paper trays and clearing miss-feeds as guided by the display and cleaning the platen and scanner glass. This is defined in the equipment's user guide and is not covered under this agreement.
- **Uptime** – Uptime will be calculated based on an 8 hour day (8:00 a.m. to 5:00 p.m.), five days/week, excluding City of Carson holidays. Uptime equals available work hours minus hours down divided by available work hours.
- **Available Work Hours** - Availability Hours shall mean the number of Business Hours per calendar month that the equipment is on-site, operating according to specifications, and fully available for use by the

customer. Business Hours include the time between 8:00 a.m. and 5:00 p.m. Pacific time excluding City of Carson holidays.

- **Downtime** - Downtime shall mean the number of business hours in any calendar month during which an item of equipment, maintained hereunder, is inoperative during the month and such inoperability is not due to misuse, fire, or using the equipment in a manner other than its intended uses. Downtime is calculated from the point in time when AIS receives the service request for equipment that cannot perform its functions until such time as the equipment is operating per AIS specifications. Downtime includes machine-repair time and response time when the equipment is inoperative. Downtime excludes preventive maintenance, equipment move time, time consumed in producing usable copies, maintenance service rendered due to user misuse or any credit hold placed upon the account.
- **Network compatible** – Network compatibility refers to the ability of the installed MFP to be connected to the customer’s network and have full functionality as specified by the manufacturer (i.e., printing, scanning, etc...)
- **Factory/Manufacturer Specifications** – Factory/Manufacturer specifications by model are detailed on www.usa.kyoceradocumentsolutions.com.
- **In Scope** – Machines being utilized within factory/manufacturer specifications (e.g., a machine that has factory specifications of 50k copies per month is being used within that parameter, approved media only is being used by each department, proper environment has been provided for the MFP to function at manufacturers specifications, etc...).
- **Software tickets** – Service calls related to any workflow software utilized by City of Carson
- **Device related calls** – Service calls related to the functionality of the MFP
- **MFP** – Multi Functional Printer (i.e., print, scan, fax, etc...)
- **First Level Support** – Support provided by factory trained AIS field service technicians.
- **Second Level Support** – Inclusion of AIS Systems Solutions and Development Division (SSD) personnel for issues which field service technicians cannot diagnose.
- **Third Level Support** – Inclusion of AIS systems engineer for issues which SSD personnel are unable to resolve.
- **Network Attached Devices** – Equipment which is linked to City of Carson network primarily for scan-print functions.
- **Non-Network Attached Devices** – Stand-alone equipment which is not linked to City of Carson network.
- **Proactive Calls** – Service calls made by the Device notifying AIS of an impending failure or need for consumable supplies.
- **Reactive Calls** – Service calls made by City of Carson end user reporting an equipment failure directly to the AIS Help Desk.

2. SERVICE LEVEL AGREEMENT TERMS, PRICING, MEASUREMENT, AND PENALTIES

Service and Maintenance Pricing

Under this service agreement, AIS shall provide all required toner cartridges and waste toner bottles, including free shipping/delivery, parts and on-site labor for all devices under contract.

Installation and Training

AIS will notify the appropriate City of Carson contact that is taking delivery of the MFD prior to delivery and to schedule the best available date for installation. After delivery AIS will provide training for the appropriate City of Carson personnel within 48 hours of the MFD installation. AIS will provide a cursory overview of the MFD functions upon installation and will offer ongoing training as needed through the term of the rental or contract for the MFD units placed on this contract at no charge.

Support Hours and Service Levels

AIS will provide Technical and Service support from 8:00 AM to 5:00 PM Monday through Friday for all of City of Carson departments/buildings. City of Carson requires per-issue response time to be two hours and an average response time measured over 90 days of not more than four business hours from the time that the Service Call was made. Attainment of less than 95% uptime of all devices

Penalty for Non-Compliance

AIS guarantees an annual 96% average uptime for all City of Carson devices.

3. EQUIPMENT GUARANTEES, PREVENTATIVE MAINTENANCE, AND

SUPPORT LEVELS Equipment Guarantee: “It Works or It Walks”

AIS is so confident in product quality we guarantee your AIS MFP will (1) meet factory specifications, and (2) be compatible with your network, or we'll replace it with an equivalent model. If a particular model becomes problematic and our service manager determines that it is not in the interest of both parties to replace the unit with an identical model again, we can choose to replace the unit with a different model of similar specifications. First two years: replacement will be a brand new MFP. After two years: replacement may be new based on availability or refurbished if a new unit is not available.

Repeat Equipment Failure

If an individual piece of Equipment that is managed by AIS fails for a fault requiring dispatch more than three times in a ninety (90) day period, then AIS will, upon City of Carson request, replace such individual piece of Equipment within forty-eight (48) hours at no additional cost to City of Carson, with the same or a similar model of Equipment of equal or greater capabilities.

Proactive Preventative Maintenance

As a standard feature of all AIS Service Maintenance programs, AIS will proactively provide all preventative maintenance for your installed base of AIS machines at no additional charge. During each service call, the technician will evaluate the usage of the unit against prescribed preventative maintenance requirements and perform any scheduled maintenance. AIS also continually monitors the usage history of each unit in your fleet to identify upcoming preventative maintenance schedules. In addition, AIS products include a self- diagnostic feature that will display a service call on the unit's LCD screen to notify users of the need for preventative maintenance. The users can then utilize this code to place a service call, which will be dispatched to perform all required maintenance, ensuring the increased reliability of your AIS fleet throughout its lifecycle.

First Level Support

All first level technical support for our hardware and network printing functions, will be provided by our factory trained and authorized AIS service technicians. AIS technicians will be available to provide on-site support to troubleshoot hardware, software, and network issues, regarding AIS products. Each technician is fully trained in all aspects of the AIS products they service, and many have additional network certifications to provide complete support. In addition, all certified technicians maintain direct access to AIS's Technical Support Team to assist in troubleshooting

and problem resolution for our product. If a technician leaves a machine in a non-operational condition, they will immediately inform their direct Manager. The Manager shall contact City of Carson end-user(s) by phone to determine if a loaner unit is required. Technicians keep end-user(s) updated of the plan and timing to get the unit functional before they leave the location. End- users are to be updated daily as to the status of any repairs.

Second Level Support

The AIS Systems Solutions and Development Division (SSD) will provide second level support via direct communication with authorized technicians. The primary objective of the SSD is to provide technical and integration-support services to AIS branches to support the technical needs of our customer base. Technicians shall escalate immediately to an SSD specialist if they are stuck and need assistance due to the complexity of the trouble with the machine.

Upon receipt of inquiry from AIS technician, the SSD evaluates the data it receives to determine trends regarding service-ability, reliability, operational, and safety areas. The data used comes from problems reported via the hotline, less urgent voice mail, Internet, and written communications from field personnel, field surveys, spare parts usage, and reports of on-site visits by AIS's personnel. If a trend is observed, the matter is referred to the appropriate departments for manufacturing changes, field modification programs, and technical bulletins. Useful serviceability and reliability information collected from the above sources is immediately available to all authorized branch service technicians, ensuring they have ready access to all current data to assist in supporting the technical functionality of all equipment installed throughout our clients' sites.

Third Level Support

If the SSD is unable to resolve the issue in conjunction with the local systems engineer, the open issue will escalate to Manufacturer Supported Engineering for third level review. AIS is chartered to provide a full spectrum of services to Kyocera customers in North America. All data relating to the issue is escalated to the applicable AIS engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. We work with the SSD and on-site customer service personnel to isolate customer needs, root cause and implement the required solution set.

4. DATA COLLECTION, METERS, MAINTENANCE, AND

INVOICING/REPORTING Data Collection Agent

AIS utilizes both Print Fleet (DCA) and Kyocera Fleet Services (KFS) remote monitoring system, which are rules-based management systems.

DCA Overview:

- Automates process of toner replenishment based on pre-determined supply levels
- Provides automatic collection of meter reading to assure accurate billing
- Provides AIS service team with real-time information to support fast repair resolutions
- Allows our remote-tech team to diagnose issues and often complete repairs before a technician arrives on-site.
- Provides real-time information to your IT staff to view the status of all devices from your

desktop.

KFS Overview: Provides proactive remote monitoring of Network devices and most Local devices. This service is performed through the SNMP protocol that reads information from each device's Machine Information Base (MIB). The information collected (Consumables Levels, Meters and Service Alerts) is then transmitted one-way to our central server through HTTPS. For the capture of local devices, a local agent will need to be installed (through active directory) to the user's desktop.

Examples:

- Automatic fall-over if a network device is down
- Least Cost Routing based upon rules (i.e. jobs over 10,000 pages) go the reprographics center
- Document Audit Trails for Security
- Application related business rules (i.e. no color printing from e-mail)
- Full reporting on user usage information (Color, Mono, Devices used etc.)

Automated meter exports

Each device has various internal meters it uses to keep track of usage statistics (such as the number of pages printed). AIS MDS Management System automatically reads the meters from the devices, and can be configured to export the information to any of several popular Enterprise Resource Planning (ERP) systems

– Digital Gateway's e-automate, ECI's: OMD, La Crosse, and Evatic.

Service alerts and maintenance flags

When a printing device encounters a problem, it typically sends a message to the network. It could be something as simple as an Out of Paper notification or something more serious requiring the attention of a service technician. AIS MDS Management System Enterprise is able to detect these messages (including vendor-specific error codes), and alert you when they occur. You can define a custom email response to each alert (such as choosing a different recipient and subject line), and you can manage and sort your active alerts from a single screen. You can also set maintenance flags to notify you when it is time for scheduled maintenance on a device.

Digital Solution Center

AIS's Digital Solution Center (DSC) is a single point of contact, staffed by system engineers to help you achieve maximum productivity from your networked multifunctional peripherals and applications.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 2.4, "Invoices," of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person. ***Among other details, each invoice shall reference the City's Purchase Order, the building address in which each of the MFPs is housed, the model and serial numbers of the MFPs, a customized breakdown of costs associated with each of the MFPs including usage and lease thereof, and the total charges associated with City's usage and lease of the MFPs.***

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

II. Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1) year from the date hereof,~~ ***sixty (60) months from the commencement date of the Lease (which is defined in the Lease as the date of delivery to the City of the Equipment or a later date if mutually agreed upon in writing)*** except as otherwise provided in the

Schedule of Performance (Exhibit "D"). *Put another way, the terms of this Agreement and the Lease will be coterminous with one another.*"

III. Section 5.5, "Intellectual Property Indemnification," of the Agreement is hereby amended to read in its entirety as follows:

"5.5 Intellectual Property Indemnification.

Consultant agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) (each, an "IP Claim") against City to the extent that such IP Claim is based upon Consultant's provision of any products or software under the Lease which allegedly infringe a United States patent, registered United States copyright, or registered United States trademark. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	DESCRIPTION	RATE	SUB-BUDGET
EQUIPMENT LEASE PER ANNUM			
A.	(2) Xerox Versant 180 Press multi-function office machine	See Lease	See Lease
B.	(21) Kyocera TASKalfa 3253ci multi-function office machine	See Lease	See Lease
C.	(2) Kyocera ECOSYS P6230cdn multi-function office machine	See Lease	See Lease
D.	Papercut Software	See Lease	See Lease
E.	Sales Tax (service and lease of equipment)	See Lease	See Lease
F.	Property Tax (total value of product multiplied by 1%)	See Lease	See Lease
	TOTAL		\$61,129.34*
SERVICES PER ANNUM			
G.	Removal of legacy Xerox machines	Included as part of lease	\$0
H.	Delivery and Installation of twenty-three (23) Kyocera and two (2) Xerox Production machines	\$89.50 one-time origination fee	\$89.50**
I.	Training on an as-needed basis	Included	\$0
J.	After Hours / Weekend service support (Based on time of dispatch)	\$150 / hour	\$1,800***
	TOTAL		\$1,800.00/year
MAINTENANCE AND PRINT COST PER ANNUM****			
K.	TASKalfa 3253ci - Black and White Price/Print	\$.00584/print @ 700,500 prints/year	\$4,090.92
L.	TASKalfa 3253ci – Color Price/Print	\$.02997/print @ 418,200 prints/year	\$12,533.45
M.	Xerox Versant 180 Press – Black and White Price/Print	\$.007/print @983,350 prints/year	\$6,883.45
N.	Xerox Versant 180 – Color Price/Print	\$.02/print @ 1,262,000 prints/year The first 150,000 prints will be included free of charge	\$25,240.00
O.	ECOSYS P6230CDN – Black and White Price/Print	\$.009/print @ 61,100 prints/year	\$549.90
P.	ECOSYS P6230CDN – Color Price/Print	\$.073/print @ 9,500 prints/year	\$693.50
	SUBTOTAL		\$49,991.22
	SALES TAX		\$5,124.10
	TOTAL		\$55,115.32
ESTIMATED ANNUAL EXPENDITURE			
YR 1	GRAND TOTAL FOR ALL MATERIALS AND SERVICES		\$56,915.32

YR 2	GRAND TOTAL FOR ALL MATERIALS AND SERVICES	\$56,915.32
YR 3	GRAND TOTAL FOR ALL MATERIALS AND SERVICES	\$56,915.32
YR 4	GRAND TOTAL FOR ALL MATERIALS AND SERVICES	\$56,915.32
YR 5	GRAND TOTAL FOR ALL MATERIALS AND SERVICES	\$56,915.32

*This amount is not reflected in the Contract Sum as payment for this amount is governed under the terms of the Lease.

**This is a one-time fee and is not included as part of the Contract Sum.

***Estimated based on 12 hours per year for after-hours support.

****The amounts listed are based on the City's historic and projected print volumes, and reflect 20% contingencies to account for unanticipated higher usages.

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

NOT APPLICABLE

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$284,576.60 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Tasks I.B.1 and I.B.2	7 days	March 22, 2021
B. Tasks I.B.5 and I.B.6	14 days	March 31, 2021
C. Remaining Tasks	N/A	During Term

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.** Device mapping of all multi-function office machines throughout the City.
- B.** Provide access to AIS Customer Portal for the processing of:
 - 1. Meter information;
 - 2. Call-in notes;
 - 3. Ordering supplies;
 - 4. Payment of service invoices;
 - 5. Printer usage;
 - 6. Order history; and
 - 7. Device Statistics and inventory.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.