

**CONTRACT FOR PROFESSIONAL SERVICES FOR THE PROVISION OF
DOCUMENT SCANNING AND MANAGEMENT SERVICES
BETWEEN THE CITY OF HERMOSA BEACH AND
AMERICAN MICROIMAGING, INC.**

This AGREEMENT is entered into this 17th day of October , 2017, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and American MicroImaging, Inc., a limited liability company ("CONSULTANT").

RECITALS

- A. The City desires to obtain professional services from the Consultant for certain document scanning services and implementation of a document management system for the City's departments.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A hereto and incorporated herein by reference.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT as set forth in Exhibit "A", for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A.
 - B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Jeffrey Long, Project Manager for Hermosa Beach and AMI Chief Operating Officer. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and have an initial term of two (2) years unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing by mutual agreement as necessary to complete the project.
8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION FOR DEFAULT. In the event of a breach of this Agreement by either party, the complaining party shall give written notice of default to the party in default, specifying the default complained of by the complaining party. Any failures or delays by a complaining party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a complaining party in asserting any of its rights and remedies shall not deprive the complaining party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the complaining party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if (i) the cure is commenced at the earliest practicable date following receipt of the notice; (ii) the cure is diligently prosecuted to completion at all times thereafter; (iii) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (iv) the cure is completed at the earliest practicable date. Subject to the foregoing, if a party fails to cure a default in accordance with the foregoing, the complaining party, at its option, may terminate this Agreement and/or institute legal proceedings pursuant to this Agreement.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising from third party claims that are out of or in connection with CONSULTANT's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- C. Except to the extent of an indemnification obligation set forth herein, to the maximum extent allowable under applicable law, CITY agrees that CONSULTANT shall not be liable for any monetary damages in excess of the amounts paid to CONSULTANT under this agreement. CITY agrees that CONSULTANT shall not be liable for lost profits, lost opportunities, consequential or incidental damages resulting from CONSULTANT's performance under this agreement.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before

commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Nico De Anda-Scaia	George Bandarin II President & CEO 1125 West 6 th Street, Suite 200 Los Angeles, CA 90017

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials JS

Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH



Sergio Gonzalez, City Manager

CONSULTANT



By: George Bandarian II, President and CEO

ATTEST:

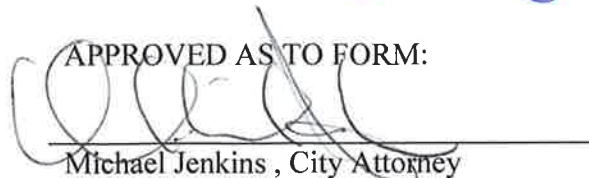


Elaine Doerfling, City Clerk

95-3519190

Taxpayer ID No.

APPROVED AS TO FORM:



Michael Jenkins, City Attorney



Scope of Services

Scanning and Document Management Services

October 2017

Project Description

American Microimaging, Inc. (AMI) will provide document and large format scanning services on a contract basis for the City of Hermosa Beach departments including Finance Administration, Finance Cashier, Community Services, Human Resources, City Clerk and Public Works. To provide Business Continuity, Document Access and Day Forward Digital Governance of City documentation, AMI will deliver a Document Management System to import the records with searchable text and indexing. This system will be designed, implemented, trained and supported to provide a foundational repository for Hermosa Beach; scalable for all departments across the City.

The City Document Management Project consists of:

- 1: Digitization of Documents – Letter, Legal and Tabloid sizes- 2,327,500 pages
- 2: Digitization of Large Format – D & E-size Drawings, Plans and Maps - 500
- 3: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Forms Implementation for Named Users

The City Document Management Project consists of:

- 1: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Training of Departments Users
 - c. Forms Implementation for Named Users

DIGITIZATION SCANNING SERVICES

Scanning Services Assumptions

- Work will be done at AMI
- Volume – 2,327,500 pages and 500 D & E size Large format images
- Current Filing Structure
 - In folders and flat files.
 - Will be boxed for pickup
 - Boxes will include a manifest of the contents
- Document Census
 - Size – 8.5"x11", 8.5"x14", 11" x 17" and "C,D,E" size drawings
 - Color – Small percentage
 - DPI – Documents minimum of 200 – 300 with Large Format 300
 - Types – Contract, Forms, Binders, Maps, Plans, Drawings, Clerk & Finance docs
 - Documents bound with staples and clip
 - Maps folded down to legal size





- Some documents comb bound and some in binders
- Timeline
 - Start: November 1, 2017 Target
 - End: June 30, 2018
- Project Management
 - AMI/Client Kickoff Meeting
 - AMI Begins work
 - Initial Pick up
 - AMI/Client Weekly Report – identifying work and volume completed and exceptions
 - Document export
 - Document Disposition
 - AMI/Client Project Wrap up meeting
 - Final return of documents
- Production Days
 - Approximately 20 weeks

Client Responsibilities

- Client will provide access to current files
- Client will provide indexing methodology
- Client will provide collateral in boxes with manifest of contents for each box
- Client will provide available electronic indexes
- Client to QC images and provide any error or rework requests within 30 days of delivery.

Methodology

1. Securing Document – Documents will be picked up at City of Hermosa Dept.
2. Inventory
 - a. Supervisor or Team Lead will inventory and log boxes once received and compare to Manifest/Inventory
3. Preparation
 - a. Documents will be removed from their fasteners and processed in accordance with the methodology determined
 - b. Files will be separated at Folder level
4. Scanning
 - a. Scan at 200-300 DPI
 - b. Documents will be placed back in their folders for return to client.
5. Index
 - a. Manual index is based on index file
 - b. Client supplies index/box manifest with each box
6. OCR
 - a. Processed by system
7. Tag & Rescan
 - a. AMI will use standard quality control measures to ensure documents in each file are scanned and as readable as the original paper document.
 - b. AMI will perform 100% Image QC to fix pages that have data that is not legible
8. Deliverables





- a. AMI will provide initial sample delivery to serve as Benchmark samples for approval.
 - b. AMI will supply back documents in electronic format (Group IV Tiff)
 - c. Import of electronic files is an option to discover
- 9. De-Prep
 - a. Documents returned to boxes in sequence unbound
- 10. Hardcopy Disposition
 - a. TBD
- 11. Image Disposition
 - a. After 30 days of delivery to Client, AMI will delete local copy of images.
- 12. Document Request
 - a. No Charge per request up to 5 per week with 4 hour turnaround to e-mail or fax





**AMI/Laserfiche ECM
SCOPE OF SERVICES**

PROJECT DESCRIPTION

City of Hermosa Beach is contracting AMI to provide up to 120 hours of Consulting Services to be used for implementation of the Laserfiche Electronic Content Management with 43 Named Users and 10 Concurrent Read-Only access. The objective of this scope is to digitize the department's documents and populate into the configured Laserfiche Avante repository. AMI will train City personnel to utilize the system for access and adding documents on a Day-Forward basis. Hermosa Beach seeks to utilize Laserfiche forms internally and will identify specific projects to implement in future phases. The City intends to expand the functionality into all departments which will be scoped individually.

Departments within Scope:

- Finance Administration 2 Scanners, 6 Users
- Community Development 1 Scanner, 12 Users
- Human Resources 1 Scanner, 2 Users
- City Clerk 1 Scanner, 2 Users
- Public Works 2 Scanner, 7 Users
- Finance Cashier 1 Scanner, 5 Users
- Community Resources 0 Scanner, 2 Users
- Community Services 1 Scanner, 5 Users
- City Manager 1 Scanner, 2 Users

Services to be rendered:

- Planning & Project Management
- Discovery & Requirements Analysis
- Design
- Build
 - Installation
 - AMI will install all server products
 - CLIENT will be trained to install User/Client products if Thick Client is required
 - Most Clients will utilize Web-access
 - Configuration
- Testing
 - AMI will test functionality
 - CLIENT and Users test for acceptance
- Training
 - AMI will provide Train the Trainer Training to Department SME and to Users in Workshop format
- Documentation
 - AMI will provide system/design documentation





- Closeout – final acceptance, knowledge transfer, hand-off, cutover to maintenance

Functionality Delivered

- One (1) Laserfiche Server with MS-SQL and one (1) repository.
 - File Plan
 - Folder structure
 - Template design and metadata fields
 - Content Capture
 - Scanning, Snapshot, and Electronic Documents
 - Quickfields configuration of 1 sessions
 - Barcodes to separate documents
 - Realtime Lookup into City Database
 - City to provide queries into DB
 - Scalability
 - Architecture suited for expansion across the enterprise
 - Security
 - Search
 - Metadata field search
 - Full-text OCR search
 - Document Name and Folder name search
 - Combination search
 - Saved searches
 - Forms Portal
 - Form creation of 1 form of 10 or less fields
- Basic routing of 1 form with 4 or less steps
- Web Products
 - Web Access
 - Weblink (Public Portal)





IMPLEMENTATION PLAN

This document proposes a scope of work and general approach for the City of Hermosa Beach ["City"] proposed Laserfiche solution. This scope of work covers the following items:

- Laserfiche Avante Implementation

As with most projects of this nature, at this point in the engagement AMI has a general understanding of City's requirements and overall situation. As AMI learns more (primarily after Stage 2, explained below), there may be a need to modify the overall scope of work and general approach; because of this, please note that any estimated hours or costing provided in this document should not be considered a fixed-cost bid.

Assumptions

In drawing up this implementation plan, the following assumptions have been made about the requirements. The following statements are assumed to be true regarding any documents, content or data provided by the City without any processing or alteration by AMI. Additionally, the user behavior is assumed to be true as stated.

- City users are all part of a single domain

PROJECT STAGES

AMI has adopted a formal methodology for implementing custom solutions of the Laserfiche software suite, which involves guiding the project through a series of clearly defined stages. Hermosa Beach has the option of modifying AMI's implementation method, by adding, removing or altering stages, but note that in our experience, significant variation from AMI's methodology can lead to problems.

Note: Once the project has moved past a stage, it is difficult to return or repeat the stage at a later date. If this becomes necessary, additional cost may be charged to City, and the project plan's final delivery date may be significantly extended.

STAGE 1: CITY PERSONNEL CERTIFICATION

Owned By: City and AMI

All relevant technical City personnel that will be working with AMI to implement the solution shall complete appropriate Laserfiche Certified Professional Program (CPP) courses or the equivalent to be confirmed by AMI. AMI will recommend the specific courses that should be completed at a later date. For more information on CPP, see <http://www.laserfiche.com/en-us/events/cpps>.

This step is necessary before proceeding, as it ensures City has sufficient knowledge of the Laserfiche product to assist AMI with setting up, developing, testing, troubleshooting and maintaining the system. It is AMI's recommendation that only City personnel who have completed the necessary Laserfiche certifications courses be responsible for administering Laserfiche.

STAGE 2: REQUIREMENTS GATHERING

Owned By: Hermosa Beach and AMI will conduct a series of in-depth meetings and interviews with City departments, during which they will explain their requirements to AMI. AMI will document City's requirements, and pose questions as necessary.

AMI recommends the following:





These meetings should take place over the course of roughly a week, onsite at City's offices or more likely, remote through teleconference. City is prepared to discuss technical infrastructure details, including how many environments should be created and the overall system topology (AMI will provide detailed hardware and system topology recommendations). Necessary City personnel will be in attendance for all meetings. City is prepared to identify which City personnel will play the following roles in the project:

Project Owner: City leader of the project; the ultimate decision maker.

IT Administrator: City team-member responsible for assisting AMI with all IT-related tasks (e.g., granting AMI access to City servers, helping City install and setup City servers).

Subject Matter Expert (SME): City Dept. Team-member who best understands the system's business-level functionality requirements.

Note: Multiple people may play the same role. One person may play multiple roles.

After the completion of all requirements gathering sessions, AMI will deliver to the City a formal Scope of Work document detailing the requirements, as well as a proposal for how the system will be built. City should closely review this document, and inform AMI if any changes should be made. AMI and City of Hermosa Beach should formally agree upon the document before the project leaves Stage 2.

Note: During Stage 2, if the Scope of Work identifies that more work and cost is necessary than was listed in the original sales contract, AMI must resolve this with the City before the project can proceed. In addition to the requirements gathering document, AMI will provide City with a formal Microsoft Project plan identifying the project's schedule. AMI and City should formally agree on this plan before proceeding past Stage 2. This Project file will be maintained and regularly updated by AMI. AMI will provide a PDF copy of the plan to City on a regular basis.

Once the requirements gathering document and project plan are agreed upon, any new or modified requirements requested by the City will be considered on a case-by-case basis and will be processed by AMI's formal "change management" process. In most situations, AMI can honor a new requirement, but additional time may be added on to the overall project's length. In some cases, and depending on the new requirement's size (in terms of overall development work), the new requirement may be considered out-of-scope, which would require AMI and the City to come to an agreement on additional cost and time. AMI highly recommends all requirements be included in the original requirements gathering document.

STAGE 3: INFRASTRUCTURE SETUP

Owned By: AMI

Based on information gathered during Stage 2, AMI will set up the Laserfiche environment, with the assistance of City IT administrators, by installing, licensing and performing basic configuration on Laserfiche and, if necessary, third-party software. It is highly recommend that City be closely involved in this process, as it is an excellent knowledge-transfer opportunity.

Note: Setup of Kerberos for supporting web-based Active Directory authentication between Laserfiche web servers and the Laserfiche Server installed on different computers will be handled by the City IT team.



STAGE 4: DEVELOPMENT AND SOLUTION DEMONSTRATIONS

Owned By: AMI

Based on information gathered during Stage 2 (Requirements Gathering), AMI will develop the system.

Based on information gathered, the solution consists of the following features:

- Laserfiche Avante System with MS SQL
- 43 Full Users – All access to documents according to security profile, Search, Email, Print, template access and edit per security profile, Scan or Import images or electronic files
- WebAccess – Browser based access per credentials from remote devices
- Workflow – Ability to route documents according to business process
- Laserfiche eForms – Create custom forms for submission and routing
- 1 Quick Fields Licenses – Automated scanning sessions
- 1 Barcode and Validation Licenses – Separate and index documents
- 1 Real Time Look Up Licenses – Look-up in City database to capture index metadata
- 1 Scan Connect (10-pack) – Connect provided scanners directly to Laserfiche with scanning tools
- 1 Public Portal (10) Concurrent Read-only access to repository
- 1 Forms Portal – Hosts City eForms for submission to business process
- Connector – Integrate City Line of Business System with Laserfiche repository (1) included
- 6 Desktop Scanners Duplex, BW, Color, 25 pages/minute
- 4 Desktop Scanners Duplex, BW, Color, 45 pages/minute

Note that based on additional information gathered in Stage 2, the proposed solution may be subject to change but very unlikely based on AMI understanding and work with the City over recent years.

AMI will demonstrate development work to the City on a regular basis. AMI highly recommends that as many City users and stakeholders as possible be in attendance for each demo to ensure the solution is being developed according to the original requirements, and that is ultimately satisfying end-user needs.

Best practice: A common mistake is to prevent end-users from seeing the system until it is fully developed, which often leads to poor user adoption. AMI attempts to avoid this issue as much as possible, by regularly demoing the system to the City, ideally with end-users in attendance. If new/modified requirements are introduced during demonstrations, each one should be considered by the City and AMI on case-by-case basis to determine if it is significant enough to potentially extend the overall project's length and cost.

STAGE 5: USER/GROUP SETUP

Owned By: City & AMI

AMI will work with the City to onboard all users into the system. In most cases, this is a manual, multi-step process for each user group. AMI will provide City with detailed, step-by-step onboarding training. Important: The onboarding process includes installing any necessary client-side software on all user machines. AMI intends users to access via Web Access but if thick client is required, AMI will work with IT to provide client workstation software.

AMI highly recommends that City prepare for this step ahead of time, by creating a list of users that should be added to the system, as well as what roles each user will play in the system. The City should ensure the number of users they wish to add to the system does not exceed the total number of licenses they have purchased.

Note: As the onboarding process controls which users can access specific data (some of which may be sensitive), for liability purposes, City should perform this step.



STAGE 6: AMI FUNCTIONALITY TESTING

Owned By: AMI

AMI will test all aspects of the system, to ensure functionality. AMI will be responsible for creating a test plan for this work. If issues are encountered, AMI will correct them as necessary.

STAGE 7: HERMOSA BEACH FUNCTIONALITY TESTING

Owned By: City

For the first half of this stage, and under the direction of AMI, City users will test all aspects of the system to ensure functionality. AMI will be responsible for creating a test plan for this work. If issues are encountered, AMI will correct them as necessary.

For the second half of this stage, the City will test the system independently of AMI, using a test plan created by the City and notify AMI of any issues that are encountered, which AMI will correct as necessary.

STAGE 8: USER TRAINING

Owned By: City and AMI

AMI will employ a train-the-trainer option to supplement the training of end-users on the solution. It is recommended that City identify an internal resource that is able to watch the initial AMI training sessions and then conduct future trainings of City users, without the help of AMI. City may also wish to record AMI's initial training sessions.

If end-user documentation specific to each department is necessary, it is recommended that City nominate one or more Department resources to write this documentation before Stage 8 begins. In most cases, this should be a City resource that was heavily involved in Stage 7 (Functionality Testing), and has an in depth understanding of the solution. If it is necessary for AMI to write this documentation, additional time may be added on to Stage 4 (Development).

STAGE 9: PILOTING

Owned By: City & AMI

The City will coordinate a pilot of the system, where end-users use the solution against sample data. Note that piloting differs from training in that it allows users to use the system on their own, without direction, which usually identifies if there are issues with user comprehension or general usability. Also note that piloting differs from testing, as the attempt is not to determine if there is a technical problem with the system, but rather to determine if all users generally understand the system, if requirements have been overlooked, and if they are likely to adopt the system.

The City should notify AMI during the pilot if there are any issues that should be addressed.

Note: By granting approval to move past User Training, the City formally accepts the system for production use.

STAGE 10: PROJECT ACCEPTANCE AND "GO LIVE"

Owned By: City & AMI

With the acceptance of the City, the system will be released for production use. The City will then be responsible for notifying users as to how and when to begin using the system.

Important: From this point forward, the system has been accepted and AMI will close the project. Any new requirements will be considered a new project.





STAGE 11: STABILIZATION, KNOWLEDGE TRANSFER, HAND OVER, AND PROJECT CLOSEOUT

Owned By: AMI

As the City begins using the system in production, AMI will closely monitor the system and will attempt to resolve any production issues that occur.

Once the system is considered to be stable as deployed in production, AMI will finalize documentation on the administrative aspects of the system. AMI will cover this document with relevant technical personnel in order to understand how the system was built and how it should be maintained on a regular basis.

At this point, the project is complete and day-to-day tasks of maintaining the system will be handled by the City. As the City has purchased the Priority support package, AMI will be available for hands-on support to help troubleshoot any issues.

Important: Only the City personnel who have completed the necessary Laserfiche certifications courses should be responsible for administering Laserfiche.

STAGE 12: SUPPORT SERVICES

Owned By: AMI

AMI will provide support for the system from 8-5 PST on M-F excluding Holidays through Helpdesk, Remote Access and Onsite as necessary. Software Updates & Upgrades will be downloaded from City Laserfiche Support Site and AMI will assist as necessary. AMI will support scanners in this procurement for connectivity with Laserfiche as part of the overall system and functionality of scanners with the manufacturer during and beyond the Manufacturer's Warranty. AMI will incorporate City Avante System and the Police Department Avante System into a single support agreement. AMI will cap any Annual Support price increases, if applicable, not to exceed 3% annually after year one.





STAFFING

City of Hermosa Beach

The following roles will represent Hermosa Beach on this project. Note that, if necessary, one person may play multiple roles and more than one person may play the same role.

<i>Project Owner</i>	<ul style="list-style-type: none">• Champion project initiative• Review project business requirements• Provide client oversight• Manage business relationship with AMI• Resolve project business issues• Work with Project Lead to monitor project status• Attend project review meetings
<i>Project Manager</i>	<ul style="list-style-type: none">• Coordinate day-to-day client project tasks and activities• Monitor and control project• Facilitate resolution of project issues, issue escalation• Control project scope and changes• Review project deliverables and internal approvals• Facilitate project communications• Attend project review meetings
<i>Business Matter Expert</i>	<ul style="list-style-type: none">• Analysis of internal business processes• Decision support on solution design• Facilitate communication between client end users, client IT staff, and the AMI team
<i>System Administrator</i>	<ul style="list-style-type: none">• Provide IT services to support implementation of the solution• Decision support on infrastructure architecture design• Perform regular performance tuning of the servers
<i>Database Administrator (DBA)</i>	<ul style="list-style-type: none">• Provide initial configuration of the DBMS• Setup backup and restore procedures for the Laserfiche databases• Provide ongoing performance monitoring and tuning of the DBMS server• Perform regular backup and restore tests of the Laserfiche databases
<i>Helpdesk Representative</i>	<ul style="list-style-type: none">• Troubleshooting IT-related issues during implementation stage• Provide first level of Laserfiche system support for internal City users• Provide training for new staff on how to use the Laserfiche system



AMI

The following roles will represent AMI on this project. Note that, if necessary, one person may play multiple roles and more than one person may play the same role.

Senior Account Manager

- Resolve escalated issues
- Help remove impediments
- Manage business relationship with the client

Project Lead Manager

- Coordinate day-to-day client project tasks and activities
- Monitor and control project
- Facilitate resolution of project issues, issue escalation
- Control project scope and changes
- Review project deliverables and obtain internal approvals
- Facilitate project communications
- Attend Project Review Meetings

Solutions Engineer

- Assist in analysis and documentation of business processes and technology
- Develop and test new business processes, capabilities, and as appropriate, supporting technologies
- Perform application design activities (e.g., writing functional designs)
- Provide technical infrastructure planning and implementation services
- Provide technical solution scoping and proposal development
- Integration work with third-party systems using Visual Basic or Visual C++/C#
- Database conversions for other imaging/document management products

Technical Engineer

- Provide technical infrastructure planning and implementation services
- Provide training services and facilitate knowledge transfer to client staff
- Provide post-implementation decision and support services



CLIENT LOCATION: HERMOSA BEACH, CALIFORNIA

COSTING

Services are based on the stages outlined in the Scope of Work.

Stage Number	Stage Title	Stage Billing Rate	Estimated Hours	Cost
1	Client Personnel Certification	\$225	1	\$225
2	Requirements Gathering	\$225	20	\$4500
3	Infrastructure Setup	\$225	8	\$1800
4	Development and Demonstrations (non-programming)	\$225	30	\$6750
5	User/Group Setup	\$225	4	\$900
6	AMI Functionality Testing	\$225	8	\$1800
7	Client Functionality Testing	\$225	4	\$900
8	User /Admin Training	\$225	18	\$4050
9	Piloting	\$225	4	\$900
10	"Go Live" and Project Acceptance	\$225	1	\$225
11	Stabilization, Knowledge Transfer, Hand Over, Project Closure	\$225	4	\$900
	Project Management	\$225	18	\$4050
	Travel			Included
Total		\$225	120	\$27,000

Out of Scope Items

- No additional time will be spent reading pages, including separating files or discarding duplicates.





- Items that are considered 'Non-Standard' (i.e.. New Undiscovered Collateral or Document Types) will be boxed and excluded from file scanning and treated as "Exceptions" for City resolution and direction
- Workflow – while Laserfiche Workflow comes standard with purchase, it will not be implemented in Phase 1.
- Common products not being purchased or implemented:
 - Records Management
 - Quick Fields Agent
 - Agenda Manager
- Scope of work does not include any specific Custom Integration with City Line of Business applications
- Any other Customizations or Custom Software

Client Responsibilities

1. Client will allocate sufficient resources to help AMI and participate in implementation by providing information and spending time on various tasks (i.e. requirements analysis, testing, documentation, and training) through in-person and phone meetings, in-person and online training and support, and, e-mail communication.
2. Client will dedicate a Laserfiche Administrator (Dept. SME) who will be trained and function as the first line of support for Client staff. The Laserfiche Administrator will be the primary interface on technical support issues between Provider and Client.
3. Unless otherwise contracted through a new Change Order Statement of Work, Client will be responsible to make changes once initial implementation project has been accepted and completed.
4. Client will provide physical and/or virtual servers meeting recommendations or minimum requirements
5. Client will provide MS-SQL Server software with appropriate licenses
6. Client will perform installation of Laserfiche Client on client stations after training if appropriate
7. Client will set up backups of Laserfiche data in accordance with Clients' backup standards. Client will perform test restores to ensure proper functioning of Laserfiche backups.
8. Client will provide IT technical assistance as needed during implementation for any network issues
9. Client will be responsible for items above referring to "CLIENT"

Change Orders

Any departments, services, products and functionality not included can be added at any time. Such request or any other change to above will be considered out of scope and undergo a Change Order process requiring written documentation, additional product/service cost and approval from both sides.



AMI's Laserfiche Enterprise Content Management Solution		
Laserfiche Enterprise Content Management Software	\$	61,495.00
Laserfiche Avante Server Software (MS-SQL) - Core Laserfiche Platform and Server Software for SQL 43 Named Users - user licenses, e-mail ability, and ability to print any electronic document into Laserfiche Workflow - automates document routing and approval Client Portal with 10 Concurrent Users - includes Web Portal and 10 Web retrieval concurrent connections Forms and Forms Portal - allows Public to use eForms and internal staff to create/review/approve forms Web Access - allows browser-based access to Laserfiche for users; and SharePoint integration capabilities ScanConnect - (10 pack) connects scanners to Laserfiche QuickFields - automates document scanning; include Barcode module and RealTime Lookup Laserfiche Connector - allows users to retrieve Laserfiche images from LOB and other software applications		
Scanner(s)	\$	6,690.00
6-Desktop Scanner - 25 Pages Per Minute, Duplex, Color 4-Desktop Scanner - 45 Pages Per Minute, Duplex, Color		
Professional Services	\$	27,000.00
Up to 120 Hours of Professional Services for Implementation <i>Hours used for Project Mgmt, Requirements Analysis, System Design, Installation, Configuration, Testing & Training</i>		
Software and Services Investment Sub-Total	\$	95,185.00
Special Discount - Plus additional 10 CPP courses -\$1,000, extended until 10/30/17	\$	(6,500.00)
Software and Services Investment Total	\$	88,685.00
1 Year VIP Priority Support for: PD- \$6,212.59 and City of \$15,802 =22,014.59-1,000=\$21,014.59.	\$	15,802.00
Software Maintenance - includes technical support ability with Laserfiche through AMI and upgrade license and CD Help Desk (Phone), Remote Login and E-mail Technical Support for Issues & Updates to 100 hours between City & PD		
ECM Investment Total	\$	104,487.00
Optional Laserfiche Modules and Pricing		
Avante Named Users - Includes Full Features, WebAccess, Eforms, Connector	\$	675.00
Avante Authenticated Form Users - Includes eForm participation only	\$	200.00
Client Public Portal 25 - includes Web Portal and 25 Web retrieval concurrent connections	\$	25,000.00
Client Public Portal Unlimited - includes Web Portal and Unlimited Web retrieval concurrent connections	\$	45,000.00
ScanConnect - Connects scanners to Laserfiche	\$	165.00
Document Storage per box per month	\$	0.38
Document Destruction per box per month	\$	2.50
Professional Services Hourly rate	\$	2,250.00
Document Scanning BPO Services		
AMI Scanning Services		
Finance	\$	54,117.50
Community Development	\$	48,275.00
City Clerk	\$	17,450.00
Cashier	\$	8,525.00
Human Resources	\$	4,125.00
Public Works	\$	9,627.50
Community Services -Offsite	\$	1,200.00
Fire Inspections	\$	1,825.00
City Manager - Office	\$	14,310.00
BPO Total	\$	159,455.00
Grand Total	\$	263,942.00

Subject to appropriate shipping and taxes; Includes travel and expenses

Implementation Date:

October 2017

Terms of Payment:

Software and maintenance due upon signing. Due 30 days
 Services will be billed as serviced rendered and due Net 30 days of
 invoice date

Acceptance:

City of Hermosa Beach

American Microlmaging, Inc.

 Authorized Signature

 George Bandarian II

 Name (please print)

 President

 Title

 October 2, 2017

 Date