

## AGREEMENT FOR CONSULTANT SERVICES WITH ECS IMAGING, INC.

THIS AGREEMENT is made and entered into on January 1, 2025, by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and ECS Imaging, Inc. (“Consultant”), whose address is 5905 Brockton Avenue, Suite C, Riverside, CA 92506. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 The Town desires to engage Consultant to provide software maintenance and support for Laserfiche software products. Consultant is the top solution provider in California for Laserfiche products. Consultant is familiar with all of the Laserfiche customization that spans almost every Town Department.
- 1.2 The Town desires to engage Consultant to provide Laserfiche annual maintenance, additional Laserfiche software licenses, software updates, scanners, scanning services, remote support, set-up and troubleshooting of the Laserfiche system, and significant document scanning projects.
- 1.3 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.4 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide the services as described in:
  - **Exhibit A:** ECS Gold Priority Support Agreement
  - **Exhibit B:** Quote for Software, Annual Maintenance and Licensing, and Services
  - **Exhibit C:** Scanning Services Quote
- 2.2 Term and Time of Performance. This contract will remain in effect from January 1, 2025, to June 30, 2029.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$70,000 per year for a total contract amount not to exceed \$315,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor, he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

#### **3.1 Minimum Scope of Insurance:**

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

ECS Imaging, Inc.  
5905 Brockton Avenue, Suite C  
Riverside, CA 92506

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant by:

\_\_\_\_\_  
Chris Constantin, Town Manager

\_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Sai Kim, Chief Technology Officer

\_\_\_\_\_  
Consultant Printed Name and Title

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

## ECS GOLD PRIORITY SUPPORT AGREEMENT - TERMS AND CONDITIONS

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

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

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

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

(c) The Client has purchased a pre-paid minimum of 5 hours or more, Gold Priority Support Hours per year at \$175/hour. Gold Priority Support Hours will be debited when ECS performs remote desktop support, on-site support, on-site and remote upgrades, and on-site training. In addition, most services offered by ECS are included in Gold Priority Support including Laserfiche tech support, installations, configurations of workflow and forms, and integration services are included. When Gold Priority Support Hours are used for on-site activities, ECS will debit a minimum of two to twenty-four hours from the Gold Priority Support Agreement based on the travel time of the support engineer or trainer. Scheduled After-Hours Support, defined as any time-period outside of ECS's Regular Business Hours, is available at the discretion of ECS. The Client will be debited double the total number of Gold Priority Support Hours used for After-Hours Support. Gold Priority Support Hours expire one year from the annual renewal date and do not roll-over to the next year period. Gold Priority Support services cannot be used for Professional Services for the development of brand new Laserfiche implementations, initial data conversions, or major software development services. If insufficient Gold Priority Support hours are available, you will be asked to purchase more at that time and/or increase your annual Gold Priority Support Hours.

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

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

**3) Charges:** ECS will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for such invoice in advance of the renewal date indicated. An interest payment of 1.5% compounded monthly and any applicable software maintenance reinstatement fees imposed by the software manufacturer shall be added to any such invoices not paid by the renewal date specified on the Master Agreement or Invoice.

**4) Client Responsibility:** Client is responsible for:

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

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

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

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

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

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

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

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

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

(e) Hardware with missing or altered serial numbers.

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

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

**6) Term:** This Support Agreement shall be in effect beginning January 1, 2025 – June 30, 2029, unless sooner terminated as provided in Section 7 of this Support Agreement.

**7) Termination:** Client may terminate this Support Agreement for any reason with fifteen (15) days written notice prior to the annual anniversary. Client may also terminate this Support Agreement if any material agreement or obligation contained or referred to in the Support Agreement has been breached by ECS, provided that Client has given ECS notice of such breach and there has been a failure to cure such breach, if curable, within fifteen (15) days after receipt of such notice. Unless such breach has been cured, termination shall be effective fifteen (15) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which Client may be entitled either at law, in equity, or otherwise, including, without limitation, under this Support Agreement, may terminate this Support Agreement at any time for any reason with fifteen (15) days written notice. Upon terminating the Support Agreement, ECS will issue a prorated refund of any remaining prepaid Support Agreement coverage. The refund amount will be for the ECS Gold Priority Support Hours only and will not include prepaid, non-refundable maintenance/support fees paid to the software manufacturer(s) or third-party hardware service provider(s).

**8) Rate Changes:** The Gold Priority Support rates stated within this Support Agreement will not change for a period of one year. All rates are adjustable for Gold Priority Support coverage periods after one year from the annual renewal date.

**9) Limitation of Liability:** Client must provide ECS with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. ECS shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Support Agreement by ECS, Client's remedy and ECS's liability shall be limited to a refund of related maintenance/support fees paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Client's sole and exclusive remedies. In no event will ECS be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit.

**10) Binding Effect:** Subject to any prohibition against assignment contained herein, the within Support Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**11) Governing Law - Venue:** This Support Agreement shall be governed by and construed in accordance with the laws of the State of California. It shall be deemed to have been made and entered into in the Town of Los Gatos/Santa Clara County, State of California, and all legal actions or arbitrations pertaining thereto shall occur with regard to such specification of venue.

**12) Professional Services:** ECS provides additional professional services not defined, or covered under the Gold Priority Support scope of Services. If the client chooses, these services will be provided by ECS at the rate of \$225 per hour and can be billed in milestones.

**13) Acceptance:** This Support Agreement is deemed accepted by and binding upon Client by virtue of any of the following: (i) Client's execution of the Master Agreement; or (ii) ECS receiving a Client generated purchase order at any time during the period specified for any Services to be performed by ECS; or (iii) Client availing itself of the Services to be provided hereunder.



ECS Imaging, Inc.

5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

# Estimate

Date	Estimate #
11/30/2024	12704

<b>Name/Address</b>
Town of Los Gatos Accounts Payable 110 East Main Street Los Gatos, Ca 95030

<b>Ship To</b>
Town of Los Gatos ap@losgatosca.gov tmaheu@losgatosca.gov; SKim@LosGatosCA.Gov

<b>Due Date</b>	<b>P.O. No.</b>	<b>Terms</b>	<b>Rep</b>	<b>Phone</b>
12/30/2024	Annual Renewal	Net 30	Pete	925-586-7549

Description	Qty	Rate	Total
12/31/2024-06/30/2026			
LF Rio User (25-49) LSAP (Prorated 18 Months @ \$207/ Yr)	40	310.50	12,420.00
LF Rio Public Portal for 2 LF Servers LSAP (Prorated 18 Months @ \$10,000/ Yr)	1	15,000.00	15,000.00
LF Rio Quick Fields Agent LSAP (Prorated 18 Months @ \$2,000/ Yr)	1	3,000.00	3,000.00
LF Rio Quick Fields-Core, Includes Quick Fields, Bar Code, Real-Time Lookup, Zone OCR, Pattern Matching LSAP (Prorated 18 Months @ \$1,000/ Yr)	1	1,500.00	1,500.00
Laserfiche 5% Rio License Pricing Increase	1	1,596.00	1,596.00
ECS Gold Priority Support consists of 10 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 12/31/2024 and expiring 06/30/2026. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	1,750.00	1,750.00
Omnia Contract Discount	1	-1,093.24	-1,093.24

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>
	<b>Sales Tax (9.0%)</b>
	<b>Total</b>

ECS Imaging, Inc.  
 5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

# Estimate

Date	Estimate #
11/30/2024	12704

<b>Name/Address</b>
Town of Los Gatos Accounts Payable 110 East Main Street Los Gatos, Ca 95030

<b>Ship To</b>
Town of Los Gatos ap@losgatosca.gov tmaheu@losgatosca.gov; SKim@LosGatosCA.Gov

<b>Due Date</b>	<b>P.O. No.</b>	<b>Terms</b>	<b>Rep</b>	<b>Phone</b>
12/30/2024	Annual Renewal	Net 30	Pete	925-586-7549

Description	Qty	Rate	Total
**Your organization LSAP's expire on 12/30/2024 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**		0.00	0.00
Subtotal: \$34,172.76			
06/30/2026-06/29/2027			
LF Rio User (25-49) LSAP	40	217.35	8,694.00
LF Rio Public Portal for 2 LF Servers LSAP	1	10,500.00	10,500.00
LF Rio Quick Fields Agent LSAP	1	2,100.00	2,100.00
LF Rio Quick Fields-Core, Includes Quick Fields, Bar Code, Real-Time Lookup, Zone OCR, Pattern Matching LSAP	1	1,050.00	1,050.00
ECS Gold Priority Support consists of 10 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 06/30/2026 and expiring 06/29/2027. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	1,750.00	1,750.00
Omnia Contract Discount		-746.91	-746.91

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>
	<b>Sales Tax (9.0%)</b>
	<b>Total</b>

ECS Imaging, Inc.  
 5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

# Estimate

Date	Estimate #
11/30/2024	12704

<b>Name/Address</b>
Town of Los Gatos Accounts Payable 110 East Main Street Los Gatos, Ca 95030

<b>Ship To</b>
Town of Los Gatos ap@losgatosca.gov tmaheu@losgatosca.gov; SKim@LosGatosCA.Gov

<b>Due Date</b>	<b>P.O. No.</b>	<b>Terms</b>	<b>Rep</b>	<b>Phone</b>
12/30/2024	Annual Renewal	Net 30	Pete	925-586-7549

Description	Qty	Rate	Total
**Your organization LSAP's expire on 06/30/2026 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**		0.00	0.00
Subtotal: \$ 23,347.09			
06/30/2027-06/29/2028			
LF Rio User (25-49) LSAP	40	217.35	8,694.00
LF Rio Public Portal for 2 LF Servers LSAP	1	10,500.00	10,500.00
LF Rio Quick Fields Agent LSAP	1	2,100.00	2,100.00
LF Rio Quick Fields-Core, Includes Quick Fields, Bar Code, Real-Time Lookup, Zone OCR, Pattern Matching LSAP	1	1,050.00	1,050.00
ECS Gold Priority Support consists of 10 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 06/30/2027 and expiring 06/29/2028. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	1,750.00	1,750.00

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>
	<b>Sales Tax (9.0%)</b>
	<b>Total</b>

ECS Imaging, Inc.

5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

# Estimate

Date	Estimate #
11/30/2024	12704

<b>Name/Address</b>
Town of Los Gatos Accounts Payable 110 East Main Street Los Gatos, Ca 95030

<b>Ship To</b>
Town of Los Gatos ap@losgatosca.gov tmaheu@losgatosca.gov; SKim@LosGatosCA.Gov

<b>Due Date</b>	<b>P.O. No.</b>	<b>Terms</b>	<b>Rep</b>	<b>Phone</b>
12/30/2024	Annual Renewal	Net 30	Pete	925-586-7549

Description	Qty	Rate	Total
Omnia Contract Discount		-746.91	-746.91
**Your organization LSAP's expire on 06/30/2027 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**		0.00	0.00
Subtotal: \$ 23,347.09			
06/30/2028-06/29/2029			
LF Rio User (25-49) LSAP	40	217.35	8,694.00
LF Rio Public Portal for 2 LF Servers LSAP	1	10,500.00	10,500.00
LF Rio Quick Fields Agent LSAP	1	2,100.00	2,100.00
LF Rio Quick Fields-Core, Includes Quick Fields, Bar Code, Real-Time Lookup, Zone OCR, Pattern Matching LSAP	1	1,050.00	1,050.00
ECS Gold Priority Support consists of 10 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 06/30/2028 and expiring 06/29/2029. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	1,750.00	1,750.00

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>
	<b>Sales Tax (9.0%)</b>
	<b>Total</b>

ECS Imaging, Inc.

5905 Brockton Ave. Suite C  
 Riverside, CA 92506-2416  
 (951)-787-8768  
 (951)-787-0831 fax

# Estimate

Date	Estimate #
11/30/2024	12704

Name/Address
Town of Los Gatos Accounts Payable 110 East Main Street Los Gatos, Ca 95030

Ship To
Town of Los Gatos ap@losgatosca.gov tmaheu@losgatosca.gov; SKim@LosGatosCA.Gov

Due Date	P.O. No.	Terms	Rep	Phone
12/30/2024	Annual Renewal	Net 30	Pete	925-586-7549

Description	Qty	Rate	Total
Omnia Contract Discount		-746.91	-746.91
**Your organization LSAP's expire on 06/30/2028 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**		0.00	0.00
Subtotal: \$23,347.09			
All Software, Licenses and Updates will be downloaded from the Laserfiche website. LSAP= LaserFiche Software Assurance Plan includes product updates and enhancements for 12 months.		0.00	0.00

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>	\$104,214.03
	<b>Sales Tax (9.0%)</b>	\$0.00
	<b>Total</b>	\$104,214.03



**ECS IMAGING, INC.**  
WORLD-CLASS SOLUTION PROVIDER

877-790-1600  
5905 Brockton Ave. Ste. C  
Riverside, CA 92506  
www.ECSImaging.com

**Quote**  
Scanning

Q3 2024 v.1

**Quotation For**

Name:  
Company: Town of Los Gatos  
Phone:  
E-mail:

**Quote Info**

Date:  
Quote Number:  
Valid Through  
Terms: Net 20  
Account Manager: Pete Herschelman  
Phone: (925) 586-7549  
E-mail: pete@ecsimaging.com

**Description of Product and Services**

Quote for Ongoing Scanning Services

**Scanning Services**

SKU	Description	Unit Price	Quantity	Line Total
ECSS-REG-B&W	ECS Black & White Document Scanning Services up to legal size	\$ 0.110	0.00	\$ -
ECSS-ESIZE-B&W	ECS Black & White Map Scanning Services up to esize	\$ 1.250	0.00	\$ -
ECSS-PICKUP	ECS Pick Up Fee	\$ 400.000	0.00	\$ -
ECSS-PREP	ECS Prep Charge Per Hour	\$ 35.000	0.00	\$ -
ECSS-INDEXT	ECS Indexing Fee Per Hour	\$ 35.000	0.00	\$ -
ECSS-UPLOAD	ECS Upload Fee - Per Volume/Briefcase	\$ 65.000	0.00	\$ -

**Scanning Subtotal \$ -**

**Special Terms**

Image quantities, Prep and Index services are estimated. Actual images and services completed will be invoiced.

	<b>Subtotal \$ -</b>
<b>Tax Rate Software Only (Download Only)</b>	0.00%
	<b>Tax \$ -</b>
	<b>Total \$ -</b>

**Terms & Conditions:**

- o Payment Terms: Net 20 after each batch returned.
- o Laserfiche Tiffs or PDFs in portable volumes to be attached to your Laserfiche system
- o ECS will train customer on how to load data onto LF Server during first delivery, if needed
- o Consulting of folder template and volume set ups included in project set up fee
- o Items will be placed back into original carrier (folder, sleeve, etc.)
- o Items will be delivered free of charge after being scanned
- o Items are scanned in order received. Any additional requests are subject to a charge
- o Scanning in Tiff images is 200-300dpi depending on need
- o Paper/Plans: Indexing included is 2 fields, up to 20 characters and Unique Document Name up to 20 characters each
- o Microfiche: Indexing included is the name on the Sleeve
- o Microfilm: Indexing included is the name on the Cartridge
- o Images that have been fished/filmed reverse have additional charge
- o All prices listed above are for estimating purposes only. Actual prices may vary
- o Typical upload fee is 5GB per volume max - ~66 B&W standard banker boxes , ~13 Color
- o Pick up / Delivery charges (pricing varies, based on location and quantity)
- o Changes in naming, templates or folders after files have been returned are subject to restructuring/reindexing fee
- o OCRing can be done during scan process at no charge. Any verification time is \$50.00/Hour
- o DVD Set = 1 Data DVD, 1 Plus Viewer DVD - Plus DVD has retrieval engine on DVD. Regular size documents fit approximately 90,000 images
- o CD Set = 1 Data CD, 1 Plus Viewer CD - Plus CD has retrieval engine on CD. Regular size rolls fit approximately 10,000 images
- o Boxes may be destroyed at the customer's request at a cost of \$10.00 a box. A Destruction Certificate will be provided
- o While documents are at ECS, we can provide an electronic copy for up to 4 per batch at no charge. Additional special handling requests are subject to charge of \$50/per hour
- o IMPORTANT: Once the imaged data has been delivered you will have 60 days to review all images. After 60 days all original documents will be destroyed or a monthly storage box fee will apply
- o ECS may choose to utilize a scanning partner to perform these services as quoted and ECS would remain the project manager and billing agent.
- o Standard processing fee added to credit card payments

<u>Box/Doc Type</u>	<u>Box Count</u>	<u>Image Count</u>	<u>Total Images</u>
		0	
		0	
		-	
		-	
		-	
		-	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>-</b>