

**TECHNOLOGY SOLUTION CONTRACT  
BETWEEN THE  
CITY OF MEDINA  
AND  
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE  
CONTRACT NUMBER 2022-034-WA033**

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between hereinafter referred to as "Agency" City of Medina, 501 Evergreen Point Road, Medina WA 98039 and the below named firm, hereinafter referred to as "Contractor."

**Contractor Name:** Compulink Management Center, Inc., a California corporation  
d/b/a Laserfiche

**Address:** 3545 Long Beach Blvd.

**City, State ZIP:** Long Beach, CA 90405

**Phone:** (800) 985.8533

**Email:** [notices@laserfiche.com](mailto:notices@laserfiche.com)

**WHEREAS**, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

**WHEREAS**, Agency has determined that entering into this Technology Solution Contract with Contractor shall meet Agency's needs, be in the state of Washington's best interest; and,

**IN CONSIDERATION** of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, and as Agency and Contractor agree as follows:

**1. Term**

The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. Agency shall have the sole discretion and option to extend this Technology Solution Contract.

Agency reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

**2. Price Schedule and Fees**

Total compensation payable to Contractor for products purchased shall not exceed \$127,059.80 dollars (one hundred twenty-seven thousand, fifty-nine dollars and eighty cents) including sales tax as shown in schedule A.

The Contractor's Quote No. 624309v.4 dated 09/19/2022 shall be attached and incorporated herein as Schedule A. A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

*(note: the total cost of product/software/maintenance and implementation services should equal the total "not to exceed" amount. Additional products, software, maintenance, and services should be purchase with an amendment to this Technology Solution Contract and increase the total "not to exceed" amount of this contract.)*

**3. Contract Management**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Compulink Management Center, Inc. d/b/a Laserfiche 3545 Long Beach Blvd Phone : 800-985-8533 Email Address: sales@laserfiche.com	City of Medina 501 Evergreen Point Road Medina WA 98039 Email address: akellerman@medina-wa.gov

**4. Billing**

The Contractor shall submit properly itemized invoices to the Agency Contract Manager. Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

The Contractor shall submit a monthly invoice to the Agency for services performed in the previous calendar month in a format acceptable to the Agency. The Contractor shall maintain time and expense records and provide them to the Agency upon request. Invoices for Fixed-Fee Engagement Based on Completion of Milestones shall be submitted as provided for in the payment plan described in Schedule B.

The Agency will pay timely submitted and approved invoice received before the 20<sup>th</sup> of each month within thirty (30) days of receipt.

**5. Assurances**

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **6. Modifications**

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1
6. Exhibit A – Software License Agreements (all current applicable software license/use agreements – it is the responsibility of each agency to ensure these agreements are substantially the same as the initial agreements attached in the Master Contract.)
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

## **ENTIRE AGREEMENT**

This Technology Solution Contract, including referenced Exhibits and Schedules, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

## **CONFORMANCE**

If any provision of this Technology Solution Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County, Washington.

## **APPROVAL**

This Technology Solution Contract shall be subject to the written approval of Agency's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESSS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

**City of Medina**

**Compulink Management Center, Inc. d/b/a  
Laserfiche**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Peter Wayman

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHEDULE A  
CONTRACTOR QUOTES**

Software & Annual Maintenance

Product	Software Quantity	Software Unit Cost	Maintenance Unit Cost	Total
Laserfiche Rio Named Full User 25-49 (ENF-25-49)	27.00	\$917.00	\$183.00	\$29,700.00
Laserfiche Rio Records Management Edition 25-49 (ERM-25-49)	27.00	\$91.70	\$18.30	\$2,970.00
Laserfiche Rio Public Portal (PPM25)	1.00	\$25,467.00	\$5,093.00	\$30,560.00
Laserfiche Rio Forms Portal (EPFRM)	1.00	\$8,145.00	\$1,629.00	\$9,774.00
CDI Laserfiche Records Management Workflow Activities (CD2117)	1.00	\$2,000.00	\$400.00	\$2,400.00
DocuSign Integration and Workflow Activities (Requires Public IP, SSL Certificate and DocuSign 'Connector' Feature) (CD7022)	1.00	\$2,000.00	\$400.00	\$2,400.00
			Software:	\$64,846.90
			Maintenance:	\$12,957.10
			Tax:	\$7,858.20
			Total:	<b>\$85,662.20</b>

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche installation, configuration, consulting, and training.</i>	80.00	\$188.00	\$15,040.00
Consulting Service Hours (CD2990) <i>Laserfiche Records Management setup, consulting, and training.</i>	100.00	\$188.00	\$18,800.00
Consulting Service Hours (CD2990) <i>DocuSign integration installation and configuration.</i>	20.00	\$188.00	\$3,760.00
		Service:	\$37,600.00
		Tax:	\$3,797.60
		Total:	<b>\$41,397.60</b>

**\*\*DES CONTRACT#: 07814-001**

**\*\*\*TSC CONTRACT #: 2022-034-WA033**

**SCHEDULE B  
STATEMENT OF WORK**

**STATEMENT OF WORK NO. 1  
TO**

**CITY OF MEDINA**

**TECHNOLOGY SOLUTION CONTRACT NUMBER 2022-034-WA033**

**This Statement of Work No. 1 (SOW) to Technology Solution Contract No. 2022-034-WA033 (Contract) is entered into by and between City of Medina (Agency) and Compulink Management Center, Inc. d/b/a Laserfiche (Contractor).**

**Contractor agrees to provide to Agency the services set forth in this SOW, in accordance with the terms of this SOW and the Technology Solution Contract, for the fees set forth in SOW and the Contract. Specific resources to be provided and deliverables will be mutually agreed upon and documented in writing as set forth herein.**

**1 LOCATION AND PEAVANTED OF PERFORMANCE**

**1.1 Per a mutually agreed upon schedule, Contractor staff shall perform all work at the following location (or online via Teams):**

City of Medina

**1.2 The performance for work identified in this SOW shall begin on 11/1/22 through 2/14/22.**

**1.3 The Agency reserves the right to amend or extend this SOW by mutual agreement.**

**PROJECT SCOPE AND OBJECTIVES**

Agency seeks to implement a Laserfiche software solution in order to implement a paperless records management system with automation.

The following workstreams are included in the Services.

<b>Workstream</b>	<b>Major Activities</b>
1. Installation	1.1 Install Laserfiche Rio 11.x and the following software components: <ul style="list-style-type: none"><li>• Laserfiche Records Management Edition</li><li>• Laserfiche Workflow</li><li>• Laserfiche Audit Trail</li><li>• Laserfiche Forms</li><li>• Laserfiche Forms Portal</li><li>• Laserfiche Public Portal Infrastructure</li></ul>

2. Installation / Implementation Documents	2.1 Design and implement a document capture approach 2.2 Design and implement a public document portal 2.3 Design and implement WA State records management and retention
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## PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency’s acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

### Phase 1. Requirements and Design



#### Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one to two-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements. As part of this task, Laserfiche will leverage the demo provided to Agency.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
  - A plan to install Laserfiche Rio and the following software components in the Agency’s network:
    - Laserfiche Records Management Edition
    - Laserfiche Workflow

- Laserfiche Audit Trail
  - Laserfiche Forms
  - Laserfiche Public Portal Infrastructure
  - A repository file plan that includes:
    - Folder structure to support the routing and storage of up to 20 document types.
    - Metadata to appropriately index up to 20 document types.
    - High-level security to help control access and rights for up to 20 document types.
  - A capture plan that includes:
    - Capture of city council minutes and other paper documents.
    - Capture of electronic documents in PDF format.
  - Electronic workflows that include:
    - Routing of Agency documents (e.g., for approval).
5. Review the Requirements and Design document and make updates based on Agency feedback.

## Major Deliverables

### Deliverables for Requirements and Design will include:

- Requirements and Design Document: An Agency Requirements and Design document for the installation and configuration of the system. This will include the Hardware specifications; Interface specifications; Installation Architecture specifications and Site Customization documents.
- Project Plan: A project plan that contains tasks and the estimated hours and duration for each task.
- Status Report Template: A template that summarizes completed activities for the project; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas. Project Status reports to be provided to the city on mutually agreed milestones and time frames.

## Phase 2. Development



## Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.



3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
4. Provide periodic solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

### Major Deliverables

#### Deliverables for Development will include:

- Deployed System: Laserfiche system is deployed in Agency’s Test environment per the Requirements and Design document and solution demonstrations.
- Data Conversion Plans: Document the data conversion plans for legacy records into the new Laserfiche product.
- Test Plan: Test scripts to be used by Laserfiche and Agency to test system functionality. Test as needed for interfaces identified and implemented per Requirements and Design phase.
- Configuration and Certification: Complete work as needed in order to be able to run System Configuration Reports and get completed Installation Certificates.

### Phase 3. Testing



### Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing (“UAT”).
  - Address issues identified during UAT that are in scope for the Services.
  - New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
4. Create Deployment and Data Validation Plan.
5. Prepare for training and go-live.

### Major Deliverables

#### Deliverables for Testing will include:

- Deployment-Ready Solution: Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.

- **Deployment and Data Validation Plans:** The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. The companion Data Validation Plan is specific to solutions that require such a procedure (e.g., database migrations from legacy systems to Laserfiche). The Data Validation Plan contains a list of user inputs for the actions, steps on how to perform the actions, and expected results. The Agency will carry out the plan and verify the outputs. *Agency’s acceptance of the Deployment and Data Validation Plans will constitute approval to close out the project 20 business days after the plan has been executed and the data has been validated.*

## Phase 4. Deployment



### Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency’s Production environment. Specifically:
  - Promote Laserfiche environment from Test to Production.
  - Promote the form, workflows, and Quick Fields sessions to the Production environment.
  - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

### Major Deliverables

**Deliverables for Deployment will include:**

- **User Training:** A User Training Plan that Agency can use to train end-users and administrators. Assist the city as needed with staff training.
- **Deployed System:** Laserfiche system deployed to the Production environment per the Go-Live and Stabilization Plan documents.
- **System Documentation:** Project documentation on the administrative aspects of the system.

## Phase 5. Transition to Agency



### Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:

1. Perform post-deployment support activities.
  - Provide guidance to Agency on monitoring and documenting issues that may arise.
  - Coordinate with Agency administrators for up to 10 business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce methods for accessing Support services for Laserfiche from VAR to Agency’s post-project support team via an email.

### Major Deliverables

#### Deliverables for Transition to Support will include:

- Closeout Notification: An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After “closeout,” all new Services work not expressly covered by the LSAP will be considered a new billable project.
- Operations Manual: System Operations manual to be provided to the city per the system requirements and implementation along with Template Tools for Documenting Business Processes.

## PRICING AND PAYMENT TERMS

### Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Installation	\$188		Non-billable
2	Project Management	\$188	37	\$6,956.00
3	Consulting	\$188	20	\$3,760.00
4	Configuration	\$188	129	\$24,252.00
6	Training	\$188	14	\$2,632.00
<b>Total</b>			200	\$37,600.00
<b>SALES TAX</b>				\$3,797.60
<b>TOTAL</b>				\$41,397.60

**Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones**

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 20% of the cost of the SOW will be billed upon execution of the document. 55% of the cost of the SOW will be billed upon acceptance and completion of the Requirements and Design (Phase 1). 15% of the cost will be billed upon acceptance and completion of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due 30-days upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche’s control, Laserfiche will prepare a change order for approval by Agency.

**ADDITIONAL TERMS AND CONDITIONS**

**Subcontractors**

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital located at 192 Nickerson St. Suite 201, Seattle, WA 98109 (“Subcontractor”). Agency hereby approves Contractor’s delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

**Agency Responsibilities**

**Agency will be responsible for the following:**

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
  - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.

- b. IT personnel such as system administrators, database administrators, and help desk.
- c. Subject matter specialists to provide information on Agency’s system and file plan.
- d. Personnel to execute the test scripts and document results for User Acceptance Testing (“UAT”). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

**Resource List**

<b>Project Team</b>	<b>Purchaser Team</b>
<b>Andrew Albers</b>	<b>Aimee Kellerman</b>
<b>Michael Mathys</b>	<b>Craig Fischer</b>
<b>Mike Richardson</b>	<b>Steve Burns</b>
<b>Kyle Knebel</b>	

- 2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
  - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
  - b. Providing configured Test environment that closely mirrors the Production environment.
  - c. Providing only test data and not production data to Laserfiche.
  - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
  - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
  - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
- 3. Agency will provide requested documentation and acceptance of key deliverables within two to three business days. If Agency does not respond in writing to Laserfiche’s request for acceptance within five business days of Laserfiche’s request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After “closeout,” all new Services work not expressly covered by the LSAP will be considered a new billable project.
- 4. Agency will be responsible for licensing all software components necessary for completing Services.

## Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
  - a. Please see the project plan draft below for details to be included in the SOW

### SCHEDULE TO BE UPDATED BEFORE CONTRACT SIGNATURE

Task Name	Hours Estimate	Duration	WBS	Start	Finish	Predecessors	Resource Names
<b>Implement Laserfiche Solution</b>	<b>80</b>	<b>76 days</b>	<b>1</b>	<b>Tue 1/2/18</b>	<b>Tue 4/17/18</b>		
<b>Stage I - Planning &amp; Installation</b>	<b>7</b>	<b>10 days</b>	<b>1.1</b>	<b>Tue 1/9/18</b>	<b>Mon 1/22/18</b>		
<b>Project Management</b>	<b>7</b>	<b>43 days</b>	<b>1.1.1</b>	<b>Tue 1/9/18</b>	<b>Thu 3/8/18</b>		
Conduct Project Kickoff Meeting	1	1 day	1.1.1.1	Tue 1/9/18	Tue 1/9/18		CD Project Manager, Client Implementation Team
Draft Project Plan	1	5 days	1.1.1.2	Wed 1/10/18	Tue 1/16/18	4	CD Project Manager
Approve Project Plan	0	3 days	1.1.1.3	Wed 1/17/18	Fri 1/19/18	5	Client Implementation Team
Conduct Ongoing PM Tasks	5	34 days	1.1.1.4	Mon 1/22/18	Thu 3/8/18	6	CD Project Manager
<b>Install Laserfiche</b>	<b>0</b>	<b>8.5 days</b>	<b>1.1.2</b>	<b>Wed 1/10/18</b>	<b>Mon 1/22/18</b>		
<b>Plan Installation</b>	<b>0</b>	<b>6.5 days</b>	<b>1.1.2.1</b>	<b>Wed 1/10/18</b>	<b>Thu 1/18/18</b>		
Conduct Support Installation Meeting	0	0.5 days	1.1.2.1.1	Wed 1/10/18	Wed 1/10/18	4	CD Installation Contact, Client IT Contact
Prepare System Architecture	0	5 days	1.1.2.1.2	Wed 1/10/18	Wed 1/17/18	10	Client IT Contact
Download Software	0	1 day	1.1.2.1.3	Wed 1/17/18	Thu 1/18/18	11	Client IT Contact
<b>Conduct Installations</b>	<b>0</b>	<b>3 days</b>	<b>1.1.2.2</b>	<b>Wed 1/17/18</b>	<b>Mon 1/22/18</b>		
Install & Test Server Components	0	2 days	1.1.2.2.1	Wed 1/17/18	Fri 1/19/18	11	CD Installation Contact
Install & Test Workstations	0	1 day	1.1.2.2.2	Fri 1/19/18	Mon 1/22/18	14	Client IT Contact
<b>Stage II - Training &amp; Evaluation</b>	<b>11</b>	<b>2.25 days</b>	<b>1.2</b>	<b>Mon 1/22/18</b>	<b>Wed 1/24/18</b>		
<b>Project Team Training</b>	<b>11</b>	<b>2.25 days</b>	<b>1.2.1</b>	<b>Mon 1/22/18</b>	<b>Wed 1/24/18</b>		
<b>Pre-training</b>	<b>1.5</b>	<b>0.25 days</b>	<b>1.2.1.8</b>	<b>Mon 1/22/18</b>	<b>Mon 1/22/18</b>	<b>13</b>	
Overview Training	1	0.25 days	1.2.1.8.1	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
LF Resource	0.5	0.25 days	1.2.1.8.2	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
<b>Session 1:</b>	<b>6</b>	<b>1 day</b>	<b>1.2.1.1</b>	<b>Mon 1/22/18</b>	<b>Tue 1/23/18</b>	<b>18</b>	
LF Client Or Web Client Training	1.5	0.2 days	1.2.1.1.1	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
LF Scanning Training	0.5	0.2 days	1.2.1.1.5	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team
Administration Console Training	1	0.2 days	1.2.1.1.2	Mon 1/22/18	Mon 1/22/18		CD Trainer, Client Implementation Team

Records Management Training	2	1 day	1.2.1.1.6	Mon 1/22/18	Tue 1/23/18		CD Trainer,Client Implementation Team
LF Security Training	1	0.2 days	1.2.1.1.3	Mon 1/22/18	Mon 1/22/18		CD Trainer,Client Implementation Team
<b>Session 2:</b>	<b>3.5</b>	<b>1 day</b>	<b>1.2.1.2</b>	<b>Tue 1/23/18</b>	<b>Wed 1/24/18</b>	<b>21</b>	
Workflow Designer Training	1.5	1 day	1.2.1.2.1	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
LF Forms Training - Level 1	1	1 day	1.2.1.2.2	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
LF Forms Training - Level 2	1	1 day	1.2.1.2.4	Tue 1/23/18	Wed 1/24/18		CD Trainer,Client Implementation Team
<b>Stage III - System Configuration</b>	<b>21</b>	<b>17 days</b>	<b>1.3</b>	<b>Wed 1/24/18</b>	<b>Fri 2/16/18</b>		
<b>Laserfiche Configuration of TRM</b>	<b>21</b>	<b>17 days</b>	<b>1.3.1</b>	<b>Wed 1/24/18</b>	<b>Fri 2/16/18</b>		
Design	5	10 days	1.3.1.1	Wed 1/24/18	Wed 2/7/18	17	CD System Architect,Client Implementation Team
Development	12	5 days	1.3.1.2	Wed 2/7/18	Wed 2/14/18	33	CD System Architect
Testing	2	1 day	1.3.1.3	Wed 2/14/18	Thu 2/15/18	34	CD System Architect,Client Implementation Team
Deployment	2	1 day	1.3.1.4	Thu 2/15/18	Fri 2/16/18	35	CD System Architect,Client Implementation Team
<b>Close Out</b>	<b>1</b>	<b>4 days</b>	<b>1.4</b>	<b>Fri 2/16/18</b>	<b>Thu 2/22/18</b>	<b>31</b>	
Transition to Support	0	1 day	1.4.3	Fri 2/16/18	Mon 2/19/18		CD System Architect,Client IT Contact
Distribute Project Close Out Form	1	1 day	1.4.1	Fri 2/16/18	Mon 2/19/18	31	CD Project Manager
Sign & Return Project Close Out Form	0	3 days	1.4.2	Mon 2/19/18	Thu 2/22/18	39	Client Implementation Team

- b. Other than basic installation activities, the scope does not include configuring Workflow, Forms and other Laserfiche software components except for those components when tied to the deliverables identified in this and subsequent SOW documents.
  - c. Any onsite work will be performed as needed at Agency's offices in City of Medina, Washington. All other work will be performed remotely.
2. The project is estimated at 200 hours over a 14 week period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
  3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within five business days of Laserfiche's request, Agency will be deemed to have accepted it.
  4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which accompanies the software.
  5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties. C

**Approval**

This SOW is subject to the written approval of Agency’s authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

*In Witness Whereof*, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

<b>City of Medina, Washington (Agency)</b>
Signature
Print or Type Name Date
Title

<b>Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)</b>
Signature
Print or Type Name Date
Title

<b>VAR Cities Digital, INC. (Subcontractor)</b>
Signature
Print or Type Name Date
Title



Exhibit A  
LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

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THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

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connections and listed in the License File as "named read-write objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required.

- vi. Concurrent user connections are shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a repository governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
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- viii. Licensee may not install a version of the Server Software later than the version listed in the License File.
- ix. If the License File lists an expiration date, the Server Software may not be run after that date.
- x. If the License File specifies one or more languages, then the Laserfiche user

interface may only be run in those languages.

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