

**CONSULTANT RENEWAL AGREEMENT WITH INFOSEND, INC.
TO PROVIDE BILL PRINTING, MAIL SERVICES, AND
PAYMENT PROCESSING SERVICES TO CITY OF SANTA ANA**

THIS CONSULTANT RENEWAL AGREEMENT (“Agreement”) is made and entered into on this 19th day of April 2022, by and between InfoSend, Inc., a California corporation (hereinafter “Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”), collectively “the Parties”.

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of municipal bill printing and mailing services and electronic bill presentment and payment processing.
- B. The City acknowledges that it has received prior Municipal Utility Services, Business License Tax, Dog License, Proactive Residential Enforcement Program, and other miscellaneous ancillary bill printing and mailing services as well as Dog License electronic bill presentment and payment processing services from Consultant prior to the date of this consultant renewal agreement (“this Agreement”) and City intends that any unpaid sums receivable by Consultant for prior services shall be covered under this Agreement.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide paper bill processing, printing and mailing services along with electronic bill presentment and payment services, and other related professional services as detailed in the scopes of services attached hereto as **Exhibit A (Scope of InfoSend Primary Services)** and **Exhibit C (Professional Services)** and hereby incorporated herein by reference.

Scope of Services shall also include:

- a. *Data Processing, Printing and Mailing (DPPM) Services.* The paper bill processing, printing and mailing (DPPM) process consists of data processing, address validation and postal bar coding, printing documents, mail preparation, applying presorted postage and sending via the United States Postal Service for the City’s: (1) Municipal Utility Services bills; water conservation program notices, water quality program

notices, Municipal Utility Services rate change advisories, awareness & education campaign notices, advanced meter infrastructure notices and advisories, penalty and/or collection notices, and other related miscellaneous notices, form correspondence and advisories including paramedic subscription notices; (2) Business License Tax bills, renewal statements, certificates and licenses, penalty/and or collection notices, and other related miscellaneous notices, form correspondence and advisories; (3) Dog License Bills, rabies reminders, certificates, penalty/and or collection notices, and other related miscellaneous notices, form correspondence and advisories; (4) Proactive Residential Enforcement Program (PREP) bills, renewal statements, certificates, penalty/and or collection notices, and other related miscellaneous notices, form correspondence and advisories; and (5) assorted public notices, postcards, community advisories, outreach program letters, associated form correspondence, as well as City newsletters and a variety of other miscellaneous independent City agency communications and program literature.

b. Basic Electronic Bill Presentment and Payment (EBPP) Services. Basic Electronic Bill Presentment and Payment (EBPP) services consists of:

- (i.) Maintaining an online customer payment portal and presenting Dog License bills online and accepting payment transaction information to facilitate ACH or credit card payment via Consultant's merchant processing provider, EPX (EPX Acquisition Company, LLC, and successor to Phoenix Payment Systems, Inc.).

City's right to bifurcate agreement and terminate DPPM and Basic EBPP services for Dog License billing. During the Term of this Agreement and any extension hereto, but beginning not sooner than January 1, 2023, City may upon one hundred-twenty days (120) days prior written notice by the City's Executive Director of Finance and Management Services, terminate DPPM and Basic EBPP services for Dog License billing, plus associated merchant processing services currently provided by Consultant's contracted merchant processor, Electronic Payment Exchange, Inc. (hereinafter "EPX"). Whereupon City shall have the right to continue Consultant's DPPM services for Dog License Billing for the term of this Agreement or City may continue either Consultant's DPPM and/or Basic EBPP services for Dog License Billing on a month-to-month basis and terminate the DPPM and Basic EBPP portion of the Agreement in connection with Dog License Billing, with no termination penalty or fees applied by Consultant by providing fifteen (15) days written notice of its intent to terminate said DPPM and Basic EBPP portion of the Agreement.

c. Electronic Bill Data Conversion and Graphical Document File Presentment for Third-Party Enhanced EBPP Services Provider. Electronic Bill Data Conversion and Graphical File Presentment services consists of:

- (i) Receiving graphical bill data file information from an integrated City billing application ("enQuesta") maintained by a designated billing application provider ("Systems and Software, Inc.") and converting said graphical bill data file information into a graphical document file and presenting said file to a designated Third-Party Enhanced EBPP Services Provider ("Invoice Cloud, Inc.).

2. **COMPENSATION**

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in **Exhibit B (InfoSend Fees)** and **Exhibit C (Professional Services)** which are hereby incorporated herein by this reference.

b. The total sum to be expended under this Agreement shall not exceed \$10,904,376, inclusive of any unpaid sums receivable by Consultant for prior services commencing July 1, 2021, and shall not exceed:

1. \$1,330,750 for the fiscal year period beginning July 1, 2021 and ending June 30, 2022;
2. \$1,291,750 for each succeeding annual fiscal year beginning July 1, 2022 and ending June 30, 2025;
3. \$1,265,750 for each succeeding annual fiscal year beginning July 1, 2025 and ending June 30, 2029; and thereafter
4. \$635,375 for the period beginning July 1, 2029 and ending December 31, 2029.

i. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City shall pay ½% per month late interest on any balance past due. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City. Billing or invoice statements shall be presumed to have been received three (3) days after they are mailed or twenty- four (24) hours after being electronically transmitted in accordance with the provisions of Section 10 of this Agreement ("NOTICE").

ii. City shall be responsible for payment related to United States Postal Service postage including rate increases. City will be invoiced by contractor for postage including the amount charged for overweight and foreign mail.

3. **CHANGE ORDER – CONTINGENCY FUNDS – COMPENSATION CAP**

During the term of this Agreement, City may request optional services of Consultant at mutually agreed upon scope and fees.

a. Change Order

No extra work may be undertaken unless a written "Change Order" is first given by the Contract Officer or his/her designee, to Consultant, incorporating therein any material change in the scope, fees and/or administration of this Agreement proposed by City.

b. Additional Work or Services

1. Extra Work or Services / Carry Forward of Unspent Contingencies Funds

City shall have the right at any time during the performance of the work or services set forth in this Agreement, without invalidating said Agreement or any amendments thereto, to elect to exercise any existing option specified in the Scope of Services for extra work or services or to order extra work or services pursuant to a duly executed Change Order or to expend previously appropriated, but unspent contingency funds authorized to be carried forward by the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding any annual City fiscal year compensation amount cap initially specified under the Compensation provisions of this Agreement or thereby make changes by altering, adding to or deducting from said work or services.

2. Maximum Contract Compensation Cap

Net total compensation to Consultant shall not, as the result of any Change Order, exceed the maximum contract compensation amount set forth under Section 2("COMPENSATION"), subsection b. of this Agreement, unless an increase in maximum contract compensation is agreed to by the Parties pursuant to a duly executed amendment of this Agreement.

c. Coordination of Work or Services

1. Representative of Consultant

The following officer of Consultant is hereby designated as being the representative of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

InfoSend, Inc.
Representative

Russ Rezai
President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing officer & representative is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing officer & representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

d. Contract Officer

The Contract Officer shall be the person designated hereunder by City. It shall be Consultant's responsibility to assure that City's Contract Officer is kept

informed of the progress of the performance of the consulting services set forth in this Agreement and Consultant shall refer any decisions which must be made by City to the Contract Officer. The Contract Officer shall have authority to enter into Change Orders with Consultant pursuant to this Agreement. The Contract Officer shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

City of Santa Ana
Contract Officer

Kristine Ridge, City Manager
or designee

4. TERM

This Agreement shall commence on the date first written above and terminate on December 31, 2025, with one (1) three (3) year term extension option, and one (1) one-year term extension option, the first commencing January 1, 2026 and ending December 31, 2028, and the second commencing January 1, 2029 and ending December 31, 2029, unless terminated earlier in accordance with Section 13, below. This Agreement shall cover all services provided by Consultant since July 1, 2021.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-

owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

- c. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees).
- d. **Cyber Liability** Insurance, with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- e. **Technology Professional Liability Errors & Omissions**

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000 per occurrence**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Agency may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

"If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City."

- f. **Other Insurance Provisions**

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

i. ***Additional Insured Status***

The City, its officers, officials, employees, and volunteers shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

ii. ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City**.

iv. ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vi. ***Acceptability of Insurers***

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

vii. ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work.
- viii. ***Verification of Coverage***
Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- ix. ***Subcontractors***
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.
- x. ***Special Risks or Circumstances***
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct operations of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

Consultant shall not be liable for indirect, special or inconsequential damages even if Consultant has been advised of the possibility of such potential claim, loss or damage.

Consultant shall not be responsible for delays in receipt of client information or processing client information because of causes beyond its reasonable control, including, without limitation, failure or limitations on the availability of third party telecommunications or other transmission facilities and City’s failure to properly enter and/or transmit information.

8. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

9. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

10. NOTICE

Any notice, tender, demand, delivery, or other communication required or made pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or by express mail courier (i.e. FedEx, UPS, etc.), or sent by fax or email communication in the manner provided in this section. Any such notice shall be addressed to the other party at the address set forth below. Consultant invoice/billing statement notices to City shall be sent to City's Primary Representative/Project Manager or designees. All notices, including invoice/billing statement notices and notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent by overnight delivery. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. If sent by email, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the delivery time stamp notated by the internet service provider, addressed as set forth above. For purposes of calculating these time frames, weekends, City Hall closure dates, federal, state, County or City holidays shall be excluded.

If to City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714-647-6956

With courtesy copies to:

Executive Director
Finance and Management Services Agency
City of Santa Ana
20 Civic Center Plaza (M-17)
Santa Ana, CA 92702
Phone: (714) 647-6960
Fax: (714) 647-5414

If to Consultant:

InfoSend, Inc.
Attn: Russ Rezai, President
4240 E. La Palma
Anaheim, CA 92807
Phone: (714) 993-2690
Fax: (714) 993-1306
Email: russ.r@infosend.com

Representative or designees: Consultant Primary Representative/Project Manager shall be:

Russ Rezai, President
Phone: (714) 993-2690
E-mail: russ.r@infosend.com

Representative or designees: City Primary Representative/Project Manager and Designee shall be:

CITY Primary Representative/Project Manager shall be:

Willard Holt, Treasury and Customer Services Manager
20 Civic Center Plaza, Room 1105
Santa Ana, CA 92701
Phone: (714) 647-5456
Email: wholt@santa-ana.org

CITY Primary Representative/Project Manager Designee shall be:

Alejandra Gutierrez, Senior Management Analyst
20 Civic Center Plaza, Room 1103
Santa Ana, CA 92701
Phone: (714) 647-5497
Email: agutierrez@santa-ana.org

A party may change its address or representative or designees by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address and/or new representative or designees.

11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, that terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

12. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

13. TERMINATION

This Agreement may be terminated by the City or Consultant upon one-hundred and twenty (120) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. If City has requested custom forms/envelopes, City will purchase the remaining supplies of requested forms/envelopes upon termination of the Agreement, or at the time City requests a change in the design of the forms/envelopes.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement which may reasonably be expected by City.

14. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

15. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

16. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

17. MISCELLANEOUS PROVISIONS

a. Whenever the terms of this Agreement conflict directly with terms of any Exhibit incorporated herein by reference, then the terms and intent of this Agreement shall prevail solely with respect to any such directly conflicting provisions, or portions thereof and shall be controlling.

b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

c. This Agreement must be signed below and may be signed in counterpart and delivered by fax, emailed as a PDF (Portable Document Format) file attachment, or by other means that displays the original or a copy of the signatures. Any subsequent amendments may be signed and delivered in the same manner.

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{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and yearfirst above written.

ATTEST:

CITY OF SANTA ANA

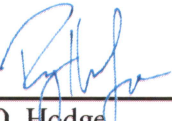
Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

CONSULTANT:
InfoSend, Inc.

By: 

Ryan O. Hodge
Assistant City Attorney



Russ Rezai,
President

RECOMMENDED FOR APPROVAL:

Kathryn Downs
Executive Director
Finance and Management Services Agency

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Santa Ana (“**Client**”). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”) : During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
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Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Santa Ana (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date not to exceed the Federal Bureau of Labor Statistics CPI for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, California area, Base Period: 1982-84 = 100. This information can currently be found at <https://www.bls.gov/cpi/>). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Assumptions
SNL – Notice of Dog Licensing Fee Approximately 1000 documents per month
SNR – Rabies Reminder Notice Approximately 100 documents per month
SN9 – Inspection Fee Letter Approximately 4200 documents per year
SNT Business License Tax and SNN Estimated Business License Tax SNT – approximately 2800 documents per month SNN – twice yearly, approximately 2500 documents each run
SNF – Annual Paramedic Subscription Monthly runs, volume fluctuates but averages 300-350 documents per month
SND – Municipal Utility Services Statement data processing only Data processing only, approximately 300 documents per month
SNC – Municipal Utility Services Statement Approximately 18,000 documents per month

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
SNL – Notice of Dog Licensing Fee 2/1 print, recycled letter size paper, recycled #10, standard #9,	\$0.1706 per document
SNR – Rabies Reminder Notice 1/0 print, recycled letter size paper, recycled #10, standard #9	\$0.1500 per document
SN9 – Inspection Fee Letter 2/1 print, letter size standard paper, standard #10, standard #9	\$0.2541 per document
SNT – Business License Tax 1/1 print, letter size standard paper, standard #10, standard #9	\$0.2323 per document
SNN – Estimated Business License Tax 1/1 print, legal size standard paper, standard #10, standard #9	\$0.2360 per document
SNF – Annual Paramedic Subscription 2/0 print, letter size standard paper, standard #10, standard #9	\$0.1223 per document
SND – Municipal Utility Services Statement Data Processing only job	\$0.0720 per document
SNC – Municipal Utility Services Statement 2/1 print, legal size recycled paper, standard #10, recycled #9	\$0.1618 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below table provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed below and excludes applicable sales tax.

Data Processing and Service Fee	
Data Processing Fee (per document), all document types	\$0.0100
Monthly DPPM platform fee	\$250.00

Printing and Mailing Service	
SNL – Notice of Dog Licensing Fee 2/1 print, recycled letter size paper	\$0.1000
SNR – Rabies Reminder Notice 1/0 print, recycled letter size paper	\$0.0794
SN9 – Inspection Fee Letter 2/1 print, letter size standard paper	\$0.2069
SNT – Business License Tax 1/1 print, letter size standard paper	\$0.1751
SNN – Estimated Business License Tax 1/1 print, legal size standard paper	\$0.1751
SNF – Annual Paramedic Subscription 2/0 print, letter size standard paper	\$0.0804
SND – Municipal Utility Services Statement Data Processing only job	\$0.072 (inclusive of all data processing fees)
SNC – Municipal Utility Services Statement 2/1 print, legal size recycled paper	\$0.0856
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.50 NCOA \$0.50 ACS

Materials	
Standard Letter Size Paper Stock – 8.5” x 11” (per sheet)	\$0.0154
Standard Legal Size Paper Stock – 8.5” x 14” (per sheet)	\$0.0190
Standard Outgoing #10 Envelope *	\$0.0164
Standard Return #9 Envelope *	\$0.0154
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.1700

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01 per insert
Inserting Fee	\$0.01 per insert

Optional Document Services	
Professional Services Rate (per hour)	\$175
Returned Mail Handling	\$0.50 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

Client's current postage deposit on hand is \$13,040.00.

Section 3.4. Receivables Finance Charge

InfoSend applies a past due finance charge of 0.5% per month for receivables past due based on the Client's payment terms.

Note:

* - **SFI® (Sustainable Forestry Initiative) Certified Paper Envelopes:** for all clients that use standard envelopes, InfoSend's standard double window #10 and single window #9 envelopes are sustainably produced and are provided at no additional cost to clients. The Sustainable Forestry Initiative ensures materials are sourced from sustainably managed forests. Please visit www.sfiprogram.org or more information.*

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “Agreement”) between InfoSend, Inc. (“InfoSend”) and City of Santa Ana (“Client”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.