

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF SALINAS AND ENVISIONWARE, Inc**

**Annual Maintenance for Library Automated Self-Check Out System**

**THIS AGREEMENT** is executed this \_\_7th\_\_ day of May, 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and EnvisionWare, Inc., a State of Georgia Domestic Profit Corporation (hereinafter “Contractor”).

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: annual maintenance of the Library automated self-check out system at John Steinbeck, Cesar Chavez and El Gabilan Libraries. Scope of work is further outlined in Contractor’s Quotes #US-85644 dated June 1, 2024 (attachment B).
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall be deemed to have commenced June 1, 2024 and shall be completed by May 31, 2025 unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Thirty Five Thousand Seven Hundred Thirty Two Dollars and Sixty Two Cents (\$35,732.62), as more fully described in the attached Quote dated June 1, 2024 (attachment B). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

**CITY OF SALINAS**

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Jim Pia  
Interim City Manager

APPROVED AS TO FORM:

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Christopher A. Callihan, City Attorney, or  
Rhonda Combs, Assistant City Attorney

**CONTRACTOR**

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By (Printed Name):\_\_\_\_\_

Its (Title):\_\_\_\_\_

## **Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) 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 Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or 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.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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.

### ***Other Insurance Provisions***

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

1. **The City, its officers, officials, employees, and volunteers are to 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 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).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage 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 Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Acceptability of Insurers***

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

#### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and 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 City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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.

#### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### ***Maintenance of Insurance***

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

***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.

**ENVISIONWARE®**  
Enriching Public Library Service Inside and Out  
EnvisionWare, Inc.  
3820 Mansell Road, Suite 350, Alpharetta, GA 30022  
Toll Free 800.216.8370 International +1 678.382.6500

**Renewal Quotation US-85644**

6/1/2024

**Bill To**  
Salinas Public Library - John Steinbeck Library  
350 Lincoln Avenue  
Salinas CA 93901  
United States

**End User**  
Salinas Public Library  
110 West San Luis Street  
Salinas CA 93901  
United States

**TOTAL**  
**\$35,732.62**  
Due no later than: 5/31/2024

**Currency**  
US Dollar

**PO #**

**Created From**  
Sales Rep  
D'Alessandro, Ted

**EnvisionWare Renewal**

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	WM-SSC-X11-KTS#-BK-WH *MX915 v4 1 YR MAINTENANCE: X11 Kiosk - Software Included w/ Terminal Mount, Version 4.	12		El Gabilian Library	\$747.50	\$1,495.00	6/1/2024 5/31/2025	Maint.
1	WM-SSC-X11-KVTS#-BK-WH (**USD) 3T *MX915 (N) v4 1 YR MAINTENANCE: SSC Vending Kiosk v4; USD 3T *MX915; Network Capable; Plus Software; *MX915; Black with White	12		El Gabilian Library	\$1,131.17	\$1,131.17	6/1/2024 5/31/2025	Maint.
4	WM-RFID-GATE 3D-R-U 2-Aisle (B) 1 YR MAINTENANCE: EnvisionWare MASTER SERIES ULTRA TRANSPARENT RFID Gates (2-Aisle), Version B	12		.. Main (shipping)	\$779.40	\$3,117.60	6/1/2024 5/31/2025	Maint.



## Renewal Quotation US-85644

6/1/2024

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
1	WM-SOI-AMH-2K 13407 1 YR MAINTENANCE: AMH Gen 2000 RFID Sorting System: 08-Bin, (1) Patron Inlet (Internal), (1) Patron Inlet (External), and (1) Staff Inlet	12		El Gabilan Library	\$18,134.55	\$18,134.55	6/1/2024 5/31/2025	Maint.
2	WM-ECS-SelfServ Bldg [Add'l] 1 YR MAINTENANCE: EnvisionWare eCommerce Services - Additional Buildings	12		Main (shipping)	\$150.00	\$300.00	6/1/2024 5/31/2025	Maint.
1	WM-LDS Bundle: Complete System (*Std)-J (E) 1 YR MAINTENANCE: Library Document Station (LDS), Rev E, 11X17 flatbed scanner / 21.5" Display	12		El Gabilan Library	\$603.29	\$603.29	6/1/2024 5/31/2025	Maint.
3	WM-LDS COM: ADF (*Std) 11X17 1 YR MAINTENANCE: Library Document Station (LDS) - Automatic Document Feeder 11x17	12		Main (shipping)	\$217.50	\$652.50	6/1/2024 5/31/2025	Maint.
1	WM-CBA-VN *USD-3T PC 1 YR MAINTENANCE: CBA Series V PRINT MODE Network-connected 3-Tube Coin & Bill Acceptor [US Currency]	12		El Gabilan Library	\$380.36	\$380.36	6/1/2024 5/31/2025	Maint.
9	WM-RFID-READER-KIT PL DeskPad BL-J (B) 1 YR MAINTENANCE: EnvisionWare DeskPad RFID Reader Kit in acrylic black enclosure, Version B	12		Main (shipping)	\$57.00	\$513.00	6/1/2024 5/31/2025	Maint.
1	WM-ECS-SelfServ Bldg [1st] 1 YR MAINTENANCE: EnvisionWare eCommerce Services - First Building	12		Main (shipping)	\$420.00	\$420.00	6/1/2024 5/31/2025	Maint.



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Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	WM-RFID-GATE 3D-R-U 1-Aisle (B) 1 YR MAINTENANCE: EnvisionWare MASTERSERIES ULTRA TRANSPARENT RFID Gates (1-Aisle), Version B	12		Main (shipping)	\$607.92	\$1,215.84	6/1/2024 5/31/2025	Maint.
1	WM-EER-Architect License (01) 1 YR MAINTENANCE: EnvisionWare Enterprise Reporter - Additional Archived Licenses	12		Main (shipping)	\$373.92	\$373.92	6/1/2024 5/31/2025	Maint.
13	WM-RFID Software Suite 1 YR MAINTENANCE: EnvisionWare RFID Software Suite	12		Main (shipping)	\$102.14	\$1,327.82	6/1/2024 5/31/2025	Maint.
4	WM-CBA-VU *USD 3T PC 1 YR MAINTENANCE: CBA Series V PRINT MODE 3- Tube Coin & Bill Acceptor [US Currency]	12		Main (shipping)	\$307.80	\$1,231.20	6/1/2024 5/31/2025	Maint.
2	WM-SSC-X11-CPS#-BK-BK 1 YR MAINTENANCE: X11 Countertop - Portrait Display Software Included, black on black.	12		Main (shipping)	\$746.17	\$1,492.34	6/1/2024 5/31/2025	Maint.
1	WM-ES-ENT Building Bundle [1st] 1 YR MAINTENANCE: EnvisionWare Suite First Building. Provides software coverage for first building licenses for PC Reservation and LPT One Print Management	12		Main (shipping)	\$421.71	\$421.71	6/1/2024 5/31/2025	Maint.
1	WM-EBM-ENT SW 1 YR MAINTENANCE: EnvisionWare Branch Manager (EBM) - Enterprise Edition	12		Main (shipping)	\$410.00	\$410.00	6/1/2024 5/31/2025	Maint.
4	WM-RFID-READER-KIT PL DeskPad BL-U 1 YR MAINTENANCE: EnvisionWare DeskPad RFID Reader Kit in acrylic black enclosure	12		Main (shipping)	\$54.00	\$216.00	6/1/2024 5/31/2025	Maint.



Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	<b>WM-ES-ENT Building Bundle [Additional]</b> 1 YR MAINTENANCE: EnvisionWare Suite Additional Buildings <i>Provides software coverage for all additional building licenses for PC Reservation and LPTOne Print Management</i>	12		Main (shipping)	\$135.88	\$271.76	6/1/2024 5/31/2025	Maint.
39	<b>WM-ES-ENT Client License</b> 1 YR MAINTENANCE: EnvisionWare Suite Client Package	12		Main (shipping)	\$14.68	\$572.52	6/1/2024 5/31/2025	Maint.
1	<b>WM-AA-M-ENT Bundle</b> 1 YR MAINTENANCE: Authentication and Accounting Module (AAM) - Enterprise Edition (ENT)	12		Main (shipping)	\$779.18	\$779.18	6/1/2024 5/31/2025	Maint.
2	<b>WM-LDS COM: SW (Std)-U</b> 1 YR MAINTENANCE: Library Document Station (LDS) Software-Only Package	12	F16Q000474,,F1 6Q000476	Main (shipping)	\$336.43	\$672.86	6/1/2024 5/31/2025	Maint.
						Subtotal	\$35,732.62	
						Tax	\$0.00	
						PST-CA		
						Amt Paid		
						<b>Total</b>		



## Legend

- **Maintenance (Maint.):** The annual amount for parts, labor and support for a purchased item
- **Subscription (Subs.):** The annual amount of a subscription that includes all costs associated with the use of a product or service
- **Prorated Item (Pro.):** An adjustment to the line above that can provide one of the following:
  - Compensation for the value of the first year warranty. Customers that make new purchases in the middle of a warranty or maintenance period are entitled to the full value of the 12-month warranty. A prorated item is added below a transaction to compensate a customer for the value of the months of warranty that would go past the next renewal date. This lowers the overall cost of the maintenance renewal for the current year.
  - An adjustment made when a customer requests a change to the annual renewal date. This occurs when a customer makes a request to adjust the annual payment date and certain items are currently set to expire later. By applying a prorated item, the value is given to the customer for the months occurring after the new renewal date. This applies only during the year that the adjustment is being made.
  - An adjustment is made where certain items were expiring on a different date and the system merged separate transactions into a common renewal date for all items. In the past, some subscriptions could not be co-terminated (adjusted for a common renewal date.) These prorations can now be used so that every item will renew at the same time.
- **One-Time Discount (One Time Disc.):** A special discount has been applied for one time

All sales subject to the standard EULA and Product Warranty provided with your products. This document is considered accepted if written communication to the contrary is not received within 7 days.





Renewal Quotation US-85644

6/1/2024

EnvisionWare, Inc.

Remittance Slip

Pay by credit card at the Customer Center: <http://support.envisionware.com>

Make Checks Payable to our \*\*New PAYMENT Address:\*\*  
EnvisionWare, Inc.  
PO Box 931628  
Atlanta, GA 31193-1628  
United States

Customer 1626 Salinas Public Library  
Invoice # US-85644

Amount Due

Amount Paid

PLEASE NOTE OUR NEW PAYMENT INFORMATION FOR ACH and EFT:  
ACH / EFT Info: Bank name = Wells Fargo Bank | Account Type: Checking | Routing # 121000248 (9 digits) | Account # 4793214123 (10 digits) | SWIFT = WFBUS6S | Account name = EnvisionWare, Inc.  
\* FEIN: 58-2424595 \* CRA/BN: 84765 5586 RT0001 \* BC PST: 1055-9459 \* SK PST: 2664266

