SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and INCAPSULATE LLC, a Limited Liability Company (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", “Federal Conditions”, “Functional Specifications” and “Technical Requirements” for the following: CRM Replacement (Request for Proposals No. 12300269) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of Three Hundred Ninety-Five Thousand Seven Hundred Twenty-Three Dollars and Eighty Cents ($395,723.80), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. TERM. This Contract shall be effective on the day and year here below written and shall continue in full force and effect through June 30, 2024, subject to any earlier termination set forth in the Contract Documents. This Contract shall be for one year with the option of four, five-year extensions.

4. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

5. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
BRYON HORN,
Chief Information Officer

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

INCAPSULATE LLC,
a Limited Liability Company

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

_____

Addresses:

CITY:
City of Fresno
Attention: BRYON HORN
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 93721
Telephone: (559) 621-7101
E-Mail: Bryon.Horn@fresno.gov

CONTRACTOR:
INCAPSULATE LLC
Attention: Ajay Batishj
Chief Executive Officer
650 Massachusetts Avenue NW Ste 600
Washington DC 20036
Telephone: (888) 589-2571
E-Mail: (866) 890-4848