FRESNO CITY COUNCIL

City of
FRESN☼

Supplemental Information Packet

Agenda Related Item(s) – ID#18-0472 (1-A)

Contents of Supplement: Amended Contract

Item(s)

Approve a 5-year renewal of the contract with Netfile in the amount of $140,000 to provide the continued City Software system that allows for electronic filings of Campaign Statements and Statements of Economic Interest (SEI) forms.

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

NetFile

2707-A Aurora Ct
Mariposa, CA 95338
Phone (209) 742-4100

USER INFORMATION

USER NAME			USER NAME → BILL TO		
City of Fresno			SAME		
ADDRESS			ADDRESS		
2600 Fresno Street					
CITY	STATE	ZIP	CITY	STATE	ZIP
Fresno	CA	93721			
PRIMARY CONTACT		PHONE #	AP CONTACT		PO #
Yvonne Spence					
EMAIL		FAX	AP EMAIL		AP PHONE #
yvonne.spence@fresno.gov					

SYSTEM INFO & FEATURES

System	Cost per System
Form 700 E-Filing & Administration System (hosted)	$28,000/year ongoing which
Campaign E-Filing & Administration System (hosted)	Includes both systems
Start Date for above systems: 6/15/2018	
End Date for above systems: 6/15/2023	
Features of NetFile Systems	
-Hosted platform provided by NetFile	- Kiosk mode to view unredacted filings in User's office
-24/7/365 access for filers and public to use	- Unlimited support and training to User
-Admin application to manage filers and filings	- E-mail based support to filers
-Filer application for filers to create and file filings	- Complies with CA State Law regarding paperless filing
-Public viewing portal	

AUTHORIZATION

USER AGREES TO PAY NETFILE FOR SERVICES IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS ONGOING STARTING ON THE DATE IDENTIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON NETFILE UNTIL SIGNED BY BOTH PARTIES.

COMPANY	
City of Fresno	NetFile, Inc.
AUTHORIZED SIGNATURE *(signature)*	AUTHORIZED SIGNATURE *(signature)*
PRINT NAME Yvonne Spence	PRINT NAME Tom Diebert
TITLE City Clerk	TITLE Vice President & COO
DATE 5/4/18	DATE 5/4/18

Service Agreement Terms and Conditions

. This Agreement provides to User a hosted electronic filing and administration system developed and maintained by NetFile. The system permits filers authorized by User to electronically file their respective FPPC forms. The FPPC forms that are electronically filed are dependent upon which system(s) that User agrees to pay for. If the User agrees to pay for the Form 700 E-Filing and dministration System, their filers will be able to create and electronically file FPPC Form 700 statements. If the User agrees to pay for the Campaign E-Filing and Administration System, their lers will be able to create and electronically file their Campaign Statements. Both systems are covered by NetFile's unlimited support and training policy. All NetFile systems come with a public iewing portal that automatically displays filings online in redacted form. The Form 700 E-filing system meets the requirements of AB 2062 for paperless filing in CA. The Campaign E-filing ystems meets the requirements of AB2452 for paperless filing in CA. Both systems allow for paper filed documents to be stored as an unredacted document and uploaded (when redacted by lser) to view on the public portal.

. It is the responsibility of NetFile to securely store User data and maintain backups using industry best practices. All data created by User or User's filers is the property of the User. A.i pplications and their source code are the property of NetFile. It is the responsibility of NetFile to provide secure and safe system access for both User and the User's filers using industry best ractices. NetFile's systems are guaranteed to have 99% uptime. Any planned maintenance of NetFile systems will be communicated at least a week in advance of the maintenance ccurring.

. NetFile warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all relatec aterials and services set forth in this Service Agreement, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an lleged violation of such third party rights by NetFile.

. NetFile further warrants that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) NetFile will not interfere with or disrupt User or the User's filers use of the ystem. The term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or ntent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and worms." NetFile agrees to implement reasonable procedures adequate to prevent any software, link or code provided to User hereunder from being contaminated with Harmful Code. If letFile learns of or suspects the existence of any Harmful Code, NetFile will immediately notify User and make every effort to remove the Harmful Code.

. NetFile shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of ubcontractors, vendors or suppliers. NetFile shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. NetFile understands and agrees that violation of iis clause shall be considered a material breach of the Service Agreement and may result in Service Agreement termination.

. Subject to the limitations set forth in Section 7 below, NetFile agrees to indemnify, protect, defend, and hold harmless the User, and its employees and filers from and against any claim, ijury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from NetFile's negligent, reckless or wrongful cts, errors, or omissions with respect to or in any way connected with the performance of the Services by NetFile, its agents, subcontractors and/or assigns under this Service Agreement.

. The maximum liability to the User by NetFile and its licensors, if any, under this Service Agreement, or arising out of any claim by the User related to NetFile's services, products, equipment or oftware for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the User hereunder up to the me the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the User for any indirect, incidental, consequential, or special damages related tc ie use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless ol /hether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required, the limits of liability to the User by NetFile shall not e less than the amount of applicable, valid. and collectible insurance set forth in this Agreement.

. During the term of this Service Agreement, NetFile shall purchase and maintain in full force and effect, at no cost to User insurance policies with respect to employees assigned to the erformance of services under this Service Agreement with coverage amounts as follows: Commercial General Liability Insurance of $1,000,000 each occurrence, $1,000,000 general aggregate, 1,000,000 personal injury; Workers' Compensation Insurance of ($1,000,000) policy limit Illness/Injury by disease, and ($1,000,000) for each Accident/Bodily Injury.

. NetFile and its employees, agents and representatives will not, without the prior written consent of User in each instance, use in advertising, publicity or otherwise the name of User or any ffiliate of User, or any officer or employee of User, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by User or s affiliates, nor represent, directly or indirectly, that any product or service provided by NetFile has been approved or endorsed by User, nor refer to the existence of this Service Agreement in ress releases, advertising or materials distributed to prospective customers. Notwithstanding the foregoing, NetFile may acknowledge, when asked, that the User is a NetFile client.

0. Either User or NetFile may terminate this Service Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to erminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, letFile shall discontinue further services as of the effective date of termination, and User shall pay NetFile for all Services satisfactorily performed up to such date. Upon termination, NetFile wil rovide a copy of all data created by User within 10 working days of effective termination date.

1. User accepts any and all liability resulting from the placement of documents scanned by the User that are made available on the Internet for public viewing through the services of NetFile. I no event does NetFile accept liability created by any document scanned into the system by the User.

2. Except as otherwise indicated herein, this Agreement is non-cancellable and will commence on the start date and remain in effect throughout the Term as stated on the signature page. ipon expiration, this Agreement will automatically renew on a quarterly or annual basis unless User provides NetFile with written notice of its intent to cancel between 90 and 30 days before ie end of the Term. Any extension will be billed in the same manner as set forth herein.

3. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. This Agreement contains the entire greement and understanding of the parties with respect to Service, Maintenance and Support. There are no representations, inducements, promises or agreements. oral or otherwise, not mbodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Support are lerged herein