RESOLUTION NO. 25-301

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A MULTI-YEAR RENEWAL CONTRACT BETWEEN THE COUNTY OF NEVADA AND UBEO BUSINESS SERVICES PERTAINING TO EQUIPMENT LEASING AND SERVICE, NOT TO EXCEED $384,000.00 FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2027, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT

WHEREAS, by Resolution 10-404, the Board of Supervisors approved an Agreement with Ray Morgan Company for leasing and service of office equipment for the period August 10, 2010 through December 31, 2015, which contract was amended by the County Purchasing Agent under the authority granted by the Board of Supervisors under said Resolution; and

WHEREAS, by Resolution 15-289, the Board of Supervisors approved an Agreement with Ray Morgan Company to upgrade approximately one-third of the items of equipment covered in the Agreement and to reduce the monthly lease cost on the remaining items of equipment to reflect their current fair market value; and

WHEREAS, by Resolution 20-229, the Board of Supervisors approved an Agreement with Ray Morgan Company for leasing and service of office equipment for the period of July 1, 2020, through June 30, 2025

WHEREAS, by Resolution 22-620, the Board of Supervisors approved an Assumption Agreement allowing UBEO Business Services to hold the contract for the remainder of the contract period.

WHEREAS, the County Purchasing Agent and Chief Information Officer recommend that a renewal agreement be executed through June 30, 2027, to reflect the most recent State negotiated prices;

NOW, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, an Agreement with UBEO Business Services pertaining to Leasing and Service of Office Equipment for the contract term of July 1, 2025 through June 30, 2027, for a total monthly lease cost of $9,433.62 per month, plus applicable sales tax, and which provides for variable monthly maintenance expenses estimated to not exceed $6,500 per month, for a total estimated monthly expense not to exceed $16,000, plus applicable sales tax for the period July 1, 2025 through June 30, 2027. The contract is contingent upon the adoption of the fiscal year 2025/26 County Budget. The contract begins on July 1, 2025.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to execute amendments to this contract up to an aggregate increase of 10 percent as may be necessary to change equipment and services to meet the needs of the County.

Fiscal Year 2025/26 Funding:

Leasing:	4332 92004 412 1000	521700
Maintenance:	4332 92004 412 1000	520900

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of June 2025, by the following vote of said Board:

Ayes:	Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
Noes:	None.
Absent:	None.
Abstain:	None.
Recuse:	None.

ATTEST:

TINE MATHIASEN
Chief Deputy Clerk of the Board of Supervisors

By: Lauriana Cecchi

Heidi Hall

Heidi Hall, Chair

Administering Agency: Nevada County Information and General Services

Contract No. ______________________________

Contract Description: Renewal Contract for Leasing and Maintenance

PROFESSIONAL SERVICES and LEASING AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1, 2025 by and between the County of Nevada, ("County"), and UBEO Business Services, (herein "CONTRACTOR"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment** County shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures which CONTRACTOR uses for billing clients similar to County. The amount of the contract shall not exceed nine thousand, four hundred and thirty three dollars and sixty two cents ($9,433.62) per month plus applicable maintenance and supplies charges per the rates listed in Exhibit B.

3. **Term** This Agreement shall commence on July 1, 2025. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the Agreement Termination Date of June 30, 2027. The termination date has been determined to be inclusive of the 60-month lease period of the latest machine installation scheduled under this agreement. Inasmuch as the lease period for each machine to be leased is 60 months, the terms and conditions as applicable to each such machine shall expire concurrent with the termination of each such 60-month lease period.

4. **Facilities, Equipment and Other Materials** CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

5. **Ownership and Location of Equipment** CONTRACTOR is the owner of all Leased Equipment and has sole title to said Equipment. County agrees to keep the Leased Equipment free and clear of all liens and claims. County will keep and use the equipment at County's office various locations located throughout Nevada County, California. County will keep CONTRACTOR notified of the current location of all equipment throughout the term of this Agreement. At the conclusion of period of this Agreement, CONTRACTOR will remove, at CONTRACTOR's cost, all Leased Equipment from County premises.

6. **Loss or Damage** County will maintain a standard All Risk insurance policy with CONTRACTOR named as an additional insured payee upon any covered loss under the terms of the policy. County liability for loss or damage shall be limited to the types of loss or damage covered by said policy. County agrees to promptly notify CONTRACTOR in writing of any loss or damage and to pay to CONTRACTOR the fair market value of the lost or damaged

Equipment. Damage resulting from normal wear and tear and equipment malfunction not caused by the County is excluded from this provision.

7. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.

8. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

9. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. Liquidated Damages

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐**shall apply** ☒**shall not apply** to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

11. Relationship of Parties

11.1. Independent Contractor

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

11.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

11.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

12. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

    Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

13. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

14. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's

performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

15. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
    - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at http://www.dir.ca.gov/OPRL/PWD.
    - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
    - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
    - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Political Activities Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

21. **Financial, Statistical and Contract-Related Records:**

21.1. Books and Records Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

22. Termination

A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**

C. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.

26. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. Governing Law and Venue This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the

County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

30. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

31.

COUNTY OF NEVADA:	CONTRACTOR:
Nevada County Information and General Services Department	UBEO Business Services
Attn: Craig Griesbach, IGS Agency Director 950 Maidu Ave Nevada City, CA 95959	Attn: Sam Barber, Executive Vice President 7410 Dean Martin Suite 200 Las Vegas NV 89118
Craig.Griesbach@nevadacountyca.gov Phon 530-265-1238	sbarber@ubeo.com Pho 702-854-7117

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: Heidi Hall (08/13/2025 13:26:19 PDT) Date: 08/13/2025

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: Lauriana Cecchi

Attest: Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: Douglas Johnson, Deputy County Counsel Date: __________

CONTRACTOR: UBEO Business Services

By: Richard Whitlock   Date: 07/09/2025

~~Richard Whitlock (06/27/2025 11:21 PDT)~~

John Gallegos

Name: John Gallegos (07/09/2025 12:32 PDT)

Title: Executive Vice President

Name: John Gallegos

Title: VP/GM

If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).

Exhibits

A. Schedule of Equipment
B. Schedule of Charges and Payments
C. Insurance Requirements
D. Terms And Conditions Of Equipment Lease Agreement
E. Terms And Conditions Of Maintenance Agreement
F. Software Licensing and Support

EXHIBIT A

SCHEDULE OF EQUIPMENT

CONTRACTOR shall lease to County the Leased Equipment identified on Exhibit A, "Schedule of Equipment," subject to terms and conditions as stated on Exhibit D, "Terms and Conditions of Equipment Lease Agreement"; shall provide Services and Supplies for said equipment as described in Exhibit E, "Terms and Conditions of Maintenance Agreement," and shall provide Software Licenses and Support as described in Exhibit F, "Software Licensing and Support."

County Machine Name	RMC Machine ID	Serial #	Contract #	Maturity Date	Current Model Number	Fax Board	eCopy	Monthly Lease Cost
AD1	179320	2KK06456	CN28020	6/30/2025	IRC5535	X	X	$ 101.69
AP1	521191	4LY05955	CN28020	6/30/2025	IRC3930i	X	X	$ 219.27
AS8	179196	24X01401	CN28020	6/30/2025	IR4751	X	X	$ 92.65
AU7	179200	24X01367	CN28020	6/30/2025	IR4751	X	X	$ 92.65
BH1	123021	4LY01462	CN28020	6/30/2025	IR500if	X	X	$ 252.62
BH2	179201	24X01472	CN28020	6/30/2025	IR4751	X	X	$ 92.65
BH-CSU	186524	2UL04671	CN28020	6/30/2025	IRC357if	X	X	$ 58.25
BH-CSU2	208030	23D34306	CN28020	6/30/2025	IR527if	X	X	$ 260.58
BH-Odyssey2	179450	24X01373	CN28020	6/30/2025	IR4751	X	X	$ 92.65
BH-Odyssey3	195509	4BJ01603	CN28020	6/30/2025	IR4751i	X	X	$ 230.96
BH-SC	208032	4LY00797	CN28020	6/30/2025	IRC3930i	X	X	$ 428.19
BP8	179324	2KK06451	CN28020	6/30/2025	IRC5535	X	X	$ 115.26
CalWorks-1	161498	XVZ08798	CN28020	6/30/2025	IR4535i	X	X	$ 169.54
CB*	178740	YFF00566	CN28020	6/30/2025	DXC5870	X	X	$ 380.62
CC1	179452	2KK06376	CN28020	6/30/2025	IRC5535	X	X	$ 101.69
CD1	178734	YFF00568	CN28020	6/30/2025	IR8786	X	X	$ 165.34
ChildrensBH1	179307	2KK06448	CN28020	6/30/2025	IRC5535	X	X	$ 94.69
CO1	161495	2KJ01181	CN28020	6/30/2025	IRC5535		X	$ 198.60
DA1	179322	2JH06475	CN28020	6/30/2025	IRC5550	X	X	$ 102.01
DA10	179004	24X01377	CN28020	6/30/2025	IR4751	X	X	$ 92.65
DA11	178732	24X01332	CN28020	6/30/2025	IR4751	X	X	$ 92.65
DA3	178319	2KK06058	CN28020	6/30/2025	IRC5535	X	X	$ 94.69
DA6	179197	24X01399	CN28020	6/30/2025	IR4751	X	X	$ 92.65
EL7	178738	24X01465	CN28020	6/30/2025	IR4751	X	X	$ 111.02
Fleet1	179451	24X01374	CN28020	6/30/2025	IR4751	X	X	$ 91.74
FS18	176741	2KK05580	CN28020	6/30/2025	IRC5535	X	X	$ 110.49
GJ1	208031	4LY00838	CN28020	6/30/2025	IRC3930i	X	X	$ 428.19
GS1	179453	2KK05568	CN28020	6/30/2025	IRC5535	X	X	$ 94.69
IS3	176742	2JH04829	CN28020	6/30/2025	IRC5550i	X	X	$ 106.44
LF3	161675	2RK00800	CN28020	6/30/2025	IR4535i		X	$ 102.14
LI1	149361	XUW03930	CN28020	6/30/2025	IRC5535		X	$ 170.31

LI10	160700	XLM05734	CN28020	6/30/2025	IRC5535		X	$ 170.31
LI13	160702	XLN05847	CN28020	6/30/2025	IRC5535		X	$ 170.31
LI14	519507	4HU04963	CN38387	6/30/2025	IRC359if	X	X	$ 95.43
OES1	195940	3CE12754	CN28020	6/30/2025	IRC257if		X	$ 124.36
PB2	178739	2KK05666	CN28020	6/30/2025	IRC5535	X	X	$ 101.69
PB3	178318	2KK05993	CN28020	6/30/2025	IRC5535	X	X	$ 101.69
PB5	133529	QLA04284	CN28020	6/30/2023	IR400IF		X	$ 29.30
PD6	161891	2KJ05259	CN28020	6/30/2025	IRC5535	X	X	$ 158.21
PL3	179325	2JH06147	CN28020	6/30/2025	IRC5550	X	X	$ 109.01
PS1	161199	XXJ02563	CN28020	6/30/2025	IRC7565		X	$ 499.83
PubHealth1	179455	2KK06534	CN28020	6/30/2025	IRC5535	X	X	$ 101.69
PubHealth3	123771	QLA19102	CN28020	6/30/2025	IRA400iF	X	X	$ 53.70
PubHealth4	124210	4GN30159	CN28020	6/30/2025	IRA400if	X	X	$ 93.23
Public(BR)	519508	4LM02621	CN38387	6/30/2025	IRC3935		X	$ 164.44
Public(DF)	176740	2KK05606	CN28020	6/30/2025	IRC5535		X	$ 124.64
Public(GV)	172243	2KJ06043	Owned	Owned	IRC5535		X	$ -
Public(NC)	161136	XUW06451	Owned	Owned	IRC5535		X	$ -
Public(PV)	171722	2KJ06031	Owned	Owned	IRC5535		X	$ -
Public(TR)	170123	2KJ05868	Owned	Owned	IRC5535		X	$ -
PubWorks2	176739	2KT04348	CN28020	6/30/2025	IRC7565	X	X	$ 148.79
RC4	178733	24X01397	CN28020	6/30/2025	IR4751	X	X	$ 116.89
SD-Admin	179195	26S00901	CN28020	6/30/2025	IR6755	X	X	$ 105.78
SD-WBCF	179454	24X01398	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SF21	178322	24X01345	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SF28	179321	24X01379	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SF3	179199	24X01378	CN28020	6/30/2025	IR4751		X	$ 91.74
SF4	178320	24X01383	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SF-SPU	178736	24X01376	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SO11	149306	XUW03215	CN28020	6/30/2025	IRC5535		X	$ 179.25
SO13	178735	24X01347	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SO16	178200	24X01341	CN28020	6/30/2025	IR4751	X	X	$ 92.65
SO2	178737	24X01338	CN28020	6/30/2025	IR4751		X	$ 91.74
SO3	161389	XVZ08906	CN28020	6/30/2025	IR4535i	X	X	$ 180.74
SO5	161062	XXH01166	CN28020	6/30/2025	IRC7570	X	X	$ 383.86
TC7	179203	24X01389	CN28020	6/30/2025	IR4751	X	X	$ 92.65
TH3	178321	24X01400	CN28020	6/30/2025	IR4751	X	X	$ 92.65
Transit1	179326	24X01380	CN28020	6/30/2025	IR4751	X	X	$ 92.65
TRTC	189610	2YJ03653	CN28020	6/30/2025	IRC5840		X	$ 85.58
Vets-1	179306	24X01350	CN28020	6/30/2025	IR4751	X	X	$ 92.65
WC3	179319	2KK05655	CN28020	6/30/2025	IRC5535	X	X	$ 94.69
							Totals	**$ 9,433.62**

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Except for California Sales Tax applicable to the goods and services provided under this Agreement, CONTRACTOR shall be responsible for any applicable federal, state, or local taxes, including income taxes and personal property taxes, incurred as a result of this Agreement. Charges shall be presented monthly by invoice and shall be due within thirty (30) days of receipt of invoice by County. The maximum amount payable by the County under this Agreement is $9,433.62per month plus applicable maintenance and supplies charges per the rates listed below and sales tax. The County Purchasing Agent is authorized to execute amendments to this Agreement up to an aggregate increase of 10 percent of the maximum monthly amount as may be necessary to change equipment and services to meet the needs of the County.

Charges for Leased Equipment ("Lease Charges") and Services and Supplies ("Maintenance Charges") will accrue beginning on the installation date of each respective machine. CONTRACTOR will invoice County monthly in advance for Lease Charges and in arrears for Maintenance and Supplies Charges per the rates listed below, plus applicable California sales tax. Invoices are payable upon receipt and County agrees to pay CONTRACTOR all payments due hereunder no later than thirty (30) days after County's receipt of invoice. For any payment not received by CONTRACTOR within ten (10) days of the due date as set forth herein, CONTRACTOR may charge, and County agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or $25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.
The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

SCHEDULE OF CHARGES

Description of New Models	Monthly Lease Cost
IR4751	$89.08
IR6555	$102.21
IR8585	$161.77
IRC5535	$98.12
IRC5550	$98.44
Fax Boards	$6.09
UniFLOW	$6.65
eCopy	$12.32
Service and Maintenance	$3.57
Color Copies	$0.06
B/W Copies	$0.01
Badge Reader (per machine)	*included in base*

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County Information and General Services
Attn: IGS Admin
950 Maidu Ave.
Nevada City, CA 95959

Via email: IGSAdmin@nevadacountyca.gov

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C
INSURANCE REQUIREMENTS

__Insurance__. Contractor shall procure and maintain for the duration of the contract 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, its agents, representatives, or employees. Coverage shall be at least as broad as:

(i) **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.

(ii) Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**

(iii) 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 contractor provides written verification it has no employees).**

(iv) Professional Liability
(Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **__$2,000,000__** per occurrence or claim, __$2,000,000__ aggregate.

a. **Cyber Liability** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving 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, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
b. **Technology Professional Liability Errors and Omissions Insurance** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
    i. 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 Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
    ii. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of

electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.

iii. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County 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 County.

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

(i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, 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 **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

(iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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 County has received a waiver of subrogation endorsement from the insurer.

(v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

(vi) Deductible and Self-Insured Retentions Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims 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 County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**

(vii) **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 County.

(viii)*Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: ***(note – should be applicable only to professional liability)

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
c. If the 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 Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

(ix) **Verification of Coverage** Contractor shall furnish the County 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 County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

(xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

(xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT "D"

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT

1. **Equipment Locations**
   CONTRACTOR shall install equipment at locations to be specified by the County Purchasing Agent. Equipment may be moved among County offices over the term of this Agreement. CONTRACTOR will assist County in any reprogramming required to accommodate such moves, without additional cost to the County. County will keep CONTRACTOR informed as to the current locations of all equipment throughout the period of this Agreement.

2. **Additional equipment may be added to this Agreement**

3. **Technical Support Requirements**

   a. CONTRACTOR will provide to the County operating manuals for all leased equipment.

   b. CONTRACTOR will deliver drivers for all leased models to County on CD/DVD two (1) week prior to the beginning of implementation.

   c. CONTRACTOR will provide training to equipment end users and will provide technical training to County technical support staff.

   d. The County will have control and access to adjust settings for network and email notification on each machine.

4. Subject to the provisions for Amendment of this Agreement, equipment may be added at any time with pricing adjusted for the length of the remaining term of the Agreement. County may remove from the Agreement up to 10% of the units of equipment listed on Exhibit A with no penalty to the County.

5. **Equipment Performance Requirements**
   Excluding user-created or preventable service calls, issues callused by power or other environmental problems beyond the control of CONTRACTOR, and downtime in which required preventive maintenance exceeds specified downtime, CONTRACTOR will insure that all leased equipment meets the following performance requirements:

   a. *Half Day Down:* If any leased piece of equipment is out of service in excess of four (4) business hours more than two (2) times in a 30 consecutive calendar day period or five (5) times in any 12 calendar month period, CONTRACTOR will provide an action plan to the County to ensure that the excessive down time is eliminated. Subsequent down time in excess of the limits described herein over the remaining life of the lease will result in CONTRACTOR replacing the equipment at CONTRACTOR's expense within sixty (60) calendar days of County's request.

   b. *Continuous Failures:* If a piece of equipment requires more than four (4) service calls per month in any two (2) consecutive calendar months, CONTRACTOR will provide an action plan to the County to ensure that the number of needed service calls can be reduced. Service calls on the same piece of equipment in excess of the limit described herein will result in the CONTRACTOR replacing the equipment at CONTRACTOR's expense within sixty (60) calendar days of County's request.

   c. *Unsatisfactory Performance:* If a piece of equipment does not perform within the compatibility and functionality requirements or specifications described in CONTRACTOR's proposal April 27, 2010, the County will inform CONTRACTOR and this equipment will be made to perform within these requirements (or specifications) or be replaced at CONTRACTOR's expense within 60 calendar days of County request.

d. *Opt-Out Option:* In the event two or more machines of the same model or equipment class demonstrate a pattern of unreliability or unsatisfactory performance as defined above in the Half Day Down, Continuous Failures or Unsatisfactory Performance sections, the County may request and CONTRACTOR shall provide for that model or equipment class to be replaced in all locations where that model or equipment class has been installed.

e. Equipment must operate at less than 5% down time, as described in Exhibit C, or be replaced at County's discretion with comparable equipment at no additional cost to the County.

f. Equipment replaced under this section will retain the original lease termination date. Pricing on replaced equipment will be negotiable in the instance where equipment with similar specifications is not available. In the instance where the parties cannot come to an agreement regarding replacement equipment, the lease agreement for these devices will terminate without penalty to the County.

6. At no additional cost to the County, all leased equipment shall be protected by an appropriately sized and rated power surge protection device that shall additionally provide high frequency noise filtering. Phone/fax and network lines shall also be so protected.

7. All failed storage media will be returned to County IT for secure destruction; failed storage media will be replaced under the provisions of the warranty or service agreement at no additional cost to County.

8. At the conclusion of the term of this Agreement, unless such term is extended by an amendment executed by both parties, CONTRACTOR will, at its own expense, remove all leased equipment from County premises. Prior to removal of such equipment, CONTRACTOR will clear all storage media of all County information prior to removal from County property. The County expects procedures equivalent to Secure Wipe as described in the US Department of Defense standard "DoD 5220.22-M" to be followed for this purpose and that the performance of this procedure be logged as a service procedure for future County reference.

EXHIBIT "E"

TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT

1. For each unit of equipment listed on Exhibit A identified as subject to the Maintenance provisions of this Agreement, CONTRACTOR will provide emergency repair service, preventative maintenance service, replacement parts, and all supplies except paper and staples.
2. All maintenance services shall be performed by personnel who are factory certified to service the equipment.
3. Response Times and Equipment Availability:
   a. Response Time: CONTRACTOR will respond to all service calls by telephone within one (1) hour of the service call being placed. The average on-site response time for equipment located in the Grass Valley/Nevada City area will be within two (2) hours and for equipment located in Truckee will be within four (4) hours. In the event that CONTRACTOR does not meet these response time averages on a machine, CONTRACTOR will provide a one month 10% service billing credit for the specific machine for which the response time average was not met. Service calls for which the end user and the technician have chosen to schedule a service visit beyond the target response time will be excluded. Rescheduled service calls will not be included in the average response time calculation. Average response times will be calculated over a three (3) month period.
   b. Service Call Down-Time: The average down-time, measured from the time a service call is placed until repair has been completed, will not exceed four (4) hours for Nevada City and Grass Valley locations and six (6) hours for Truckee locations. In the event that CONTRACTOR does not meet the average down-time requirement on a machine, CONTRACTOR will provide a one month 10% service billing credit for the specific machine in which the down-time average was not met. Down-time, defined as unusable or inoperable equipment, will be calculated over a three (3) month period and may exclude user created or user preventable service calls, issues caused by power or other environmental problems beyond the control of CONTRACTOR, down-time in which required preventive maintenance procedures exceed specified down-time requirements and service calls in which the end user and technician have agreed to schedule a service visit beyond the target response time.
   c. Machine Up-Time: The equipment will be operational with an Up-Time average of 95% using the County's definition and calculation of 5% down-time based on 30 business days. Business days are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. CONTRACTOR will provide a one month 10% service billing credit for the specific machine in which the Up—Time standard was not met. Calculations will exclude service calls in which a machine is operable and usable, user-created or preventable service calls, or issues caused by power or other environmental problems beyond the control of CONTRACTOR. Machines in locations that require service that exceeds the requirement due to volume and/or applications and/or dirty environments, will not be calculated using this method. In this case, machines will be reviewed on a case by case basis by the County and CONTRACTOR to determine whether the machine and CONTRACTOR are performing within acceptable parameters.
4. Service Notification Requirements
   a. Equipment will be programmed to provide to CONTRACTOR an automatic service call with adequate detail to inform the service representative of the type and location of the equipment, nature of the service needed and date/time that the call was generated.
   b. CONTRACTOR will provide a copy to the County Service Desk via email of all service calls generated.

c. CONTRACTOR will provide a service call log containing all automatically generated service call information to be reported along with the monthly billing information.
d. CONTRACTOR will report the date/time the machine became fully operational after service or in some comparable way track and report equipment down time.
e. CONTRACTOR will program equipment to display a message to inform users that a service call has been placed.

5. CONTRACTOR will maintain an inventory of spare parts and other supplies necessary to meet the required service levels.

EXHIBIT "F"

SOFTWARE LICENSING AND SUPPORT

Software Support: Five (5) years of support is included for all products. CONTRACTOR will, on County's behalf, remain current with all software and support licensing, including eCopy and Uniflow software so that the latest versions and updates of the software are available to the County for the duration of this Agreement at no additional charge to the County. Ownership of all software licenses will transfer to the County at the termination of this Agreement, subject to payment of all lease payments provided for in the Agreement.

a. **UniversalSend Support:** During implementation, training will be provided to Nevada County IT staff on how UniversalSend is configured and how to maintain. Support is provided through CONTRACTOR as an authorized factory trained dealer. If there is an issue that CONTRACTOR is not able to resolve, a Canon engineer will be assigned to the issue and can be onsite if required. In the event that support from Canon is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved. The UniversalSend software is part of the MFD's operating system and is maintained by CONTRACTOR service personnel. Nevada County IT staff will be able to configure and maintain UniversalSend settings without CONTRACTOR/Canon assistance.

b. **eCopy Support:** The eCopy software will be registered to the County and the County will have access to eCopy's knowledgebase. During implementation, training will be provided to Nevada County IT on how the system works and how to maintain. The County will have access to all of the installation files and configuration utilities to allow for ongoing implementations and maintenance without CONTRACTOR support. If support is required, CONTRACTOR will provide support along with eCopy. eCopy views trained value-added-retailers (VAR) such as CONTRACTOR as tier 1 support with service level agreement (SLA), and they assist the VAR to ultimately support the customer. In the event that support from eCopy is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.

c. **Zonal OCR Support:** Zonal OCR will be supported the same way that eCopy is supported. eCopy tickets involving Zonal OCR will be handled by eCopy's Zonal OCR support team.

d. **UniFlow Support:** The County will be trained on system architecture, troubleshooting and maintenance. If support is requested, first tier support is provided by CONTRACTOR, which has direct access to Canon and UniFlow support. In the event that support from Canon or UniFlow is required, CONTRACTOR will serve as a liaison and remain engaged in the troubleshooting and problem resolution process until the issue is resolved.

Description of Licensed Software:

Software	Function	Quantity
UniFlow Business Edition Server (250 concurrent users)	Base Server for Accounting, MFP Authentication and Accounting	1
Remote Print Server	Enables print server integration	2

Office Modules	Statistics, Secure Print, Rules- Based Routing	3
MEAP Clients	Enables MFD integration with Authentication and Proxy Card	Included for all devices
eCopy Essentials	Embedded integration with Exchange, file shares, fax servers	68
eCopy SharePoint Connector	Integrates with SharePoint	68
eCopy SharePoint ZoneOCR	Indexes Documents into SharePoint	6

SUMMARY OF CONTRACT

Contractor Name- UBEO Business Services

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Description of Services

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: $190,000 **Maximum Multi-Year Contract Price: $380,000**

Contract Beginning Date: 7/1/2025 **Contract Termination Date:** 6/30/2027

Liquidated Damages: ____________

INSURANCE POLICIES

Designate all required policies:

		Req'd
Commercial General Liability	($2,000,000)	x
Automobile Liability	($1,000,000)	x
Worker's Compensation	(Statutory Limits)	x
Professional Errors and Omissions	($2,000,000)	x

NOTICE & IDENTIFICATION

Contractor:
Sam Barbar
Executive Vice President
7410 Dean Martin Suite 200
Las Vegas NV 89118

Contact Person: Jason Milan
(916-577-1666)
e-mail:jmilan@ubeo.com

County of Nevada:
Craig Griesbach
IGS Agency Director
950 Maidu Ave.
Nevada City, CA 95959

Contact Person: Caitlin McBride
(530-265-7201)
e-mail: IGSAdmin@nevadacountyca.gov

Contractor is a: (check all that apply)

Corporation:	X Calif.,	___ Other,	_ LLC,	___Non-profit
Partnership:	____Calif.,	___ Other,	_ LLP,	___Limited
Person:	____Indiv.,	___ Dba,	_ Ass'n	___Other

EDD: Independent Contractor Worksheet Required: _____ ___No

ATTACHMENTS

		Req'd
Exhibit A:	**Schedule of Services** (Provided by Contractor)	x
Exhibit B:	**Schedule of Charges and Payments** (Paid by County)	x
Exhibit C:	**Insurance Requirements** (Required by Contractor)	x
Exhibit D:	**Terms And Conditions Of Equipment Lease Agreement** (Required by Contractor)	x
Exhibit E:	**Terms And Conditions Of Maintenance Agreement** (Required by Contractor)	x
Exhibit F:	**Software Licensing And Support** (Required by Contractor)	x

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Brown & Brown Insurance Services, Inc. 520 Cromwell Avenue Rocky Hill CT 06067	CONTACT NAME: Michelle Wiedle PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Michelle.Wiedle@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Zurich Insurance Company	40142
INSURER B :	American Guarantee and Liability Insurance Company	26247
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Ubeo, LLC
401 East Sonterra Blvd
Suite 350
San Antonio TX 78258

COVERAGES **CERTIFICATE NUMBER:** 24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER	Y	Y	CPO 0738167 02	11/07/2024	11/07/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY; [X] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP 0438610 02	11/07/2024	11/07/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR; EXCESS LIAB CLAIMS-MADE; DED RETENTION $			AUC 0773323 02	11/07/2024	11/07/2025	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 0738171 02	11/07/2024	11/07/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Nevada, its officers, employees, agents and volunteers are included as additional insureds on a primary and non-contributory basis with respect to General Liability. A Waiver of Subrogation applies in favor of the County of Nevada with respect to General Liability.

CERTIFICATE HOLDER

County of Nevada
950 Maidu Ave
Nevada City CA 95959

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott P. Sh[illegible]

Additional Named Insureds

Other Named Insureds

A&A Office Systems Inc	Additional Named Insured
Baystate Business Products, Inc	Additional Named Insured
Braswell Office Systems Inc	Additional Named Insured
Business Copy Associates, Inc.	Additional Named Insured
CBSPRINT LLC dba Copy Zone	Additional Named Insured
COECO Office Systems, Inc.	Additional Named Insured
Complete Business Systems Inc	Additional Named Insured
Core Business Solutions, Inc.	Additional Named Insured
Digital Enterprises, Inc	Additional Named Insured
H&B Copies Inc dba Copy Corner	Additional Named Insured
James H Schwab Co., Inc.	Additional Named Insured
PrintRX LLC	Additional Named Insured
Rainmaker Document Technology	Additional Named Insured
Ray Morgan Company, Inc.	Additional Named Insured
Ray Morgan Company, LLC	Additional Named Insured
RMC A Ray Morgan Company, LLC	Additional Named Insured
Seacoast Business Machines, Inc	Additional Named Insured
Skillern's Business Systems, Inc	Additional Named Insured
UBEO Holdings, LLC	Additional Named Insured
UBEO Midco, LLC	Additional Named Insured
UBEO OF AUSTIN INC	Additional Named Insured
UBEO OF EAST TEXAS INC	Additional Named Insured
UBEO OF NORTH TEXAS INC	Additional Named Insured
Ubeo West LLC	Additional Named Insured
UBEO, LLC	Additional Named Insured

Additional Named Insureds

Other Named Insureds

United Reprographic Supply	Additional Named Insured
Uboo Business Services LLC	Additional Named Insured
Centric Business Systems	Additional Named Insured

Technology Liability Enhancement Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. CPO 0738167 - 02	Effective Date: 11/07/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

   Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

   a. Is newly acquired or formed during the policy period;

   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" arising out of his or her providing or failing to provide:

(i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or

(ii) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

   This provision does not apply after the person or organization ceases to lease or rent premises from you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

   This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

   Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

   However, the insurance afforded to such vendor:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

   a. The insurance afforded the vendor does not apply to:

   (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   (2) Any express warranty unauthorized by you;

   (3) Any physical or chemical change in the product made intentionally by the vendor;

   (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;

b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

K. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

   This insurance does not apply to:

   e. Contractual Liability

   "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

   This exclusion does not apply to liability for damages:

   (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

M. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Expanded Personal and Advertising Injury Definition

1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:

(1) Insurance for the discrimination, harassment or segregation is prohibited by law; or

(2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.

As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.

2. Solely for the purposes of Paragraph **1.h.** above, the following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Discrimination, Harassment Or Segregation Prior To Policy Period

"Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. In Rem

Section **IV – Commercial General Liability Conditions** is amended to add the following:

In Rem

Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

Z. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.