



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16519

- a. Ratify the execution of the Agreement between the County of Monterey Treasurer-Tax Collector Revenue Division and Ontario Systems, LLC - DBA-Finvi, for correspondence services including printing and mailing of letters to customers, demographic searches, and electronic address confirmation. The Agreement is effective July 1, 2023, through June 30, 2024, not to exceed \$62,000.
- b. Approve non-standard Limitation on Liability language in the Schedule A as recommended by the Office of Treasurer-Tax Collector.

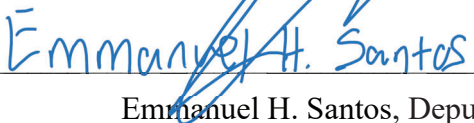
PASSED AND ADOPTED on this 25th day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 25, 2023.

Dated: July 26, 2023
File ID: 23-616
Agenda Item No.: 52

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Ontario Systems, LLC ("Ontario System") DBA-Finvi

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Printing and mailing of letters to debtors, data searches to locate debtors and electronic address confirmation through Lexis-Nexis services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **62,000**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2023 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions --Schedule A-Ontario Correspond_FY2023-24

Exhibit B Other: None

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Kathleen C. Mauzey, Finance Manager	Attn: Legal Department
Name and Title	Name and Title
168 West Alisal Street, First Floor Salinas, CA 93901	4400 NE 77th Avenue, Suite 100 Vancouver, WA 98662
Address	Address
831-755-5142	765-751-7000
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Ontario Systems, LLC d/b/a Finvi

Contractor/Business Name *

By: DocuSigned by: Tom Spence

Contracts/Purchasing Supervisor

By: DocuSigned by: Robert Fleu

(Signature of Chair, President, or Vice-President)
VP & General Counsel

Date: 6/30/2023 | 2:36 PM PDT

Date: 6/29/2023 | 2:53 PM PDT

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Dawn Gammann

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

By: DocuSigned by: Shane Eben Strong

Office of County Counsel

Office of the County Counsel

Chief Financial Officer

Date: 6/30/2023 | 1:15 PM PDT

Date: 6/30/2023 | 12:24 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz

Auditor Controller Analyst I

Auditor/Controller

Date: 6/30/2023 | 1:34 PM PDT

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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Schedule A –Ontario Correspond

Ontario Systems, LLC (“Ontario Systems”) D.B.A Finvi and the below-identified Client County of Monterey (“County” or “Client”) (collectively “the parties”) enter into this County of Monterey Standard Agreement (“Standard Agreement”) for the purposes of the Client being able to use the Ontario Correspond Services. The parties understand and agree that this Exhibit A: Scope of Services/Payment provisions is incorporated into said Standard Agreement as Exhibit A.

Client Name:	County of Monterey	Date:	June 29, 2023
Client No:	53839	OS Salesperson:	Bethany Slagle
Client Address:	Administrative Services	Client Contact:	Kathy Mauzey
		Exhibits:	Exhibit A

The date this Schedule A is signed by the last party (as indicated by the date associated with that party’s signature) is the effective date of this Schedule A. Ontario Systems and Client agree as follows:

- 1. Standard Agreement.** The parties enter into this Schedule A which is hereby incorporated into the Standard Agreement Between Ontario Systems and the County of Monterey as Exhibit A (the “Standard Agreement”). In the event of any ambiguity between this Exhibit A and the Standard Agreement, the Agreement shall control. This Schedule A will terminate upon termination of the Standard Agreement.
- 2. Ontario Correspond Services and Term.** “Ontario Correspond Services” means: (a) printing of letters or pressure mailers (each a “Letter”); (b) addressing of Letters with ZIP+4 and intelligent mail barcodes; (c) conducting national change of address searches; and (d) mailing Letters. To utilize the Ontario Correspond Services, Client will maintain licenses to one of Ontario Systems’ software enterprise products (e.g., FACS, TCS, Artiva RM, or Artiva HCx) (the “Software”) and the applicable communication tool for the Software (e.g., CU Transit or Link). This Schedule A begins on the effective date and lasts for an initial term of 12 months from the first day of the first calendar month after the Go Live Date.
- 3. Ontario Correspond Fees.** The following fees for the Ontario Correspond Services are volume based and differ based on whether it is a standard letter or pressure seal mailer and whether it is printed in black and white or color.

Standard Letter Print Volume	Black and White Print Fee	Color Print Fee
0 - 49,999 letters/month	\$0.141 per one page letter	\$0.174 per one page letter
50,000 – 99,999 letters/month	\$0.136 per one page letter	\$0.163 per one page letter
100,000 – 199,999 letters/month	\$0.130 per one page letter	\$0.158 per one page letter
200,000 or more letters/month	\$0.120 per one page letter	\$0.153 per one page letter

Pressure Seal Mailer Volume	Black and White Print Fee	Color Print Fee
0 - 49,999 mailers/month	\$0.141 per one page mailer	\$0.174 per one page mailer
50,000 – 99,999 mailers/month	\$0.136 per one page mailer	\$0.163 per one page mailer
100,000 – 199,999 mailers/month	\$0.130 per one page mailer	\$0.158 per one page mailer
200,000 or more mailers/month	\$0.120 per one page mailer	\$0.153 per one page mailer

For a standard letter, the letter is currently printed on 24lb white wove 8 ½ X 11 cutsheet laser paper with text printed in black laser image with 300 X 300 DPI and with the inclusion of a standard 2/3 bottom page micro perforation for tear and return stub and the letter is mailed in a white woven #10, double window, inside tinted security envelope. Ontario Systems may change the standards for letters upon providing notice to Client. The print fee is based on a one page letter/mailer. If additional pages are needed, the applicable fees in Exhibit A will apply.

- 4. Processing Fee for Non-Printed Submissions.** Ontario Systems will charge Client for and deduct from the prepaid balance a \$0.01/piece processing fee if Client transmits a Letter file and a Letter is not printed/mailed due to Client

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Not to exceed \$62,000
FY2023-24

attempting to mail to a previously identified closed state, Client providing insufficient contact information in a Letter request, Client submits a stop Letter request, or for other reasons due to Client's submissions or requests.

5. Postage Fees. The fees set forth in this Schedule A do not include postage expenses. Ontario Systems will charge Client for and deduct postage expenses from the prepaid balance at the actual U.S. postal services qualification rates.

6. Letter and Processing Options. As set forth in Exhibit A, Client may utilize a variety of different Letter features, obtain custom stock, indicate specific closed states to which Client does not want Letters sent, make a stop Letter request, request Letter changes, or elect other processing options for the applicable fees. In the event Client desires custom programming services, the parties will need to enter into a separate statement of work setting forth the scope of the services and the fees for those services based on the hourly rate set forth in Exhibit A.

7. Optional Services. As set forth in Exhibit A, Client may elect to receive a variety of optional services. If Client does not elect any of the optional services at the time of entering into this Schedule A, Client may later obtain the optional services by entering into a separate order with Ontario Systems.

8. Professional Services. Ontario Systems will implement the Ontario Correspond Services by: (a) setting up Letter templates or converting any existing Client Letter templates in accordance with Section 11; (b) if applicable, setting up any elected optional services; (c) training Client on Letter template setup, Letter generation, and stop Letter requests in accordance with Section 12; and (d) providing testing assistance in accordance with Section 13.

9. Letter Set Up. Prior to transmitting data to Ontario Systems for printing Letters, Client shall review, edit and approve in writing all Letter templates. Client shall provide the appropriate merge field data for the Letters (e.g., @code, insert field, etc.), which can be found in the applicable user manuals for the Software.

10. Training. Ontario Systems will provide training on Letter template setup, how to generate Letters and how to submit stop Letter requests. This training is not intended to cover all features and functionality. Client shall provide at least one Client representative to receive training that is knowledgeable with the Software. If Ontario Systems reasonably believes the selected Client representative does not have the requisite knowledge, Ontario Systems may request an alternate Client representative. Client may request additional training which will be subject to the parties agreeing to a separate statement of work setting forth the scope of services and fees.

11. Testing. As part of implementation, Client shall create a test debtor account on the Software with test data sufficient enough to simulate an actual account ("Test Data"). Ontario Systems will transmit the Test Data to the print vendor and will review for formatting errors. Ontario Systems shall provide Client with a proof Letter from the print vendor using the Test Data for Client's review ("Proof"). Client shall promptly review the Proofs provided by Ontario Systems to compare to Test Data to determine whether the Letters are appropriately configured. Once Client has validated the Proofs, Client will notify Ontario Systems in writing accepting the Proofs and Ontario Systems will then set the Letters live for printing during the next available printing cycle ("Go Live Date").

12. Letter Processing and Stop Requests. After the Go Live Date and subject to Client submitting the Letter request prior to the then current time-cut off for submissions (currently, 9:30 am Pacific Standard Time each business day, excluding Ontario Systems' recognized holidays), Client can expect that Letter transmissions will be processed, and printed for delivery to the US Postal Service within 24 hours of receipt of the submission. If Ontario Systems is unable to deliver the Letter to the US Postal Service within 24 hours of receipt, Client may have it delayed mailed through the Ontario Correspond Services or if Client maintains its own Letter templates, Client may print and mail the Letter from Client's office. If any error caused by Ontario Systems or its letter vendor occurs prior to mailing of a Letter, Client's exclusive remedy is for Ontario Systems to reperform the services and process the Letters at no charge to Client. If Client requests a Letter batch to be stopped from printing/ mailing, Ontario Systems will make reasonable efforts to stop the batch for the applicable fee set forth in Exhibit A. Client acknowledges that if the stop request is made more than two hours from when

the Letter file was transmitted for printing or outside of the hours of 5 am and 5 pm Pacific Standard Time each standard business day, that Ontario Systems cannot process the stop request.

13. Letter Changes. After the Go Live Date, Client may request Letter changes for the fees set forth in Exhibit A. In exchange for Client paying both the standard change request fee and a rush change request, Client may request a Letter change or set up be returned as a template for Client approval within a 24 hour period.

14. Tracking and Reporting. Unless Client has no Ontario Correspond Services activity in a week, Ontario Systems will provide a weekly statement of usage for Letter tracking and postage availability. Ontario Systems will also provide communication logs of all files transmitted. Client is responsible for reconciling these reports against Client's internal records to determine that files were appropriately processed and billed within 90 days of receipt.

15. Storage. Client's raw Letter request data files (i.e., data not merged into Letter templates) are typically deleted within thirty (30) days from the date of transmission. Ontario Systems does not retain copies of Client's printed Letters. If Client wishes to store and access copies of printed Letters (raw data merged with Letter templates), Client may elect to use the Web Archiving optional service set forth in Exhibit A for the applicable fees.

16. Client's Compliance. Client acknowledges that: (a) Client is responsible for the accuracy and integrity of the Client Data it provides to Ontario Systems and its Letter vendors; (b) its own compliance with all rules, regulations and laws and the data Client transmits through these services; and (c) Ontario Systems does not provide any and disclaims all warranties related to any Letter templates provided by Ontario Systems. Client shall not rely on Ontario Systems' guidance, advice, or counsel with respect to compliance with any rules, regulations and laws. Client acknowledges that Ontario Systems does not review the Letters for content accuracy, validity, or compliance purposes and is not responsible for errors caused by insufficient or inaccurate data. Client shall monitor all information being transmitted for the Ontario Correspond Service for accuracy, compliance and completeness.

17. Limitation on Liability. ONTARIO SYSTEMS' LIABILITY IN THE AGGREGATE TO CLIENT FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER OR RELATED TO THIS SCHEDULE A, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO THE FEES PAID TO ONTARIO SYSTEMS UNDER THIS SCHEDULE A IN THE 6 MONTHS PRIOR TO THE DATE THE CLAIM IS MADE. IN NO EVENT WILL ONTARIO SYSTEMS BE LIABLE TO CLIENT FOR LOSS OF DATA, LOST PROFITS, OR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF ONTARIO SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ONTARIO SYSTEMS HAS NO LIABILITY FOR DAMAGES RESULTING OR CLAIMED TO HAVE RESULTED FROM ERRONEOUS OR INCOMPLETE COMPILATION, PROCESSING OR TRANSMISSION OF INFORMATION OR DATA, INACCURATE SPECIFICATIONS OR LETTER TEMPLATES PROVIDED OR APPROVED BY CLIENT OR ANY OTHER ERROR OF CLIENT.

Exhibit A – Ontario Correspond Letter Options and Optional Services

Letter Options: For the fees listed below, Client may elect the following Letter features or processing options:

1. Letter Features and Processing Options.

Letter Feature	Fee
Courtesy Reply Envelope (CRE) #9 White Woven 24 lb. Single Window	\$0.016 per piece
Additional Page - 24 lb. White Woven 8 ½ x 11	\$0.066 per piece
Duplex Printing – Black & White	\$0.048 per piece
Duplex Printing – Color	\$0.077 per piece
Legal Size Paper (8½ X 14) – Black & White	\$0.032 per page
Legal Size Paper (8½ X 14) – Color	\$0.054 per page
Code 39 Barcode or OCR Scanline	No Charge
Current Specialty Letter Stock	No Charge
Flat Mail Hand Insert Fee for large envelopes (e.g., 9"x12")	\$0.215 per piece
Digitized Scanning and Imaging of Agency's Logo	\$134.00 one time fee
Digitized Scanning and Imaging of Agency's Signatures	\$134.00 one time fee
Free Set-up for New Form Letters During Initial Letter Set Up (charges apply for reformatting of existing Letters)	No Charge
Changes to Specific Form or Body Text or New Form Letter Set Up - After Initial Letter Set Up	\$21.50 per piece
Rush Letter/Mailer Fee	\$21.50 per piece
Stopped Letter Fee	\$53.75 per incident

2. Custom Stock. Upon the parties agreeing to an order setting forth the rate for at least 6 months' worth of Client's then current volume, Client may receive specialty stock printed to agreed to specifications. Ontario Systems will invoice Client and deduct the fees from the Client's prepaid balance as the stock is used. If Client discontinues the use of the stock or this Schedule A is terminated for any reason, Client will pay Ontario Systems within 30 days of Auditor-Controller's receipt of a County approved invoice for all unused custom stock and Ontario Systems will, at Client's expense, ship the unused stock to Client.

Optional Services: By initialing below, Client elects to have Ontario Systems provide the applicable optional service:

1. NCOALink **Client Initial:** _____
 If elected, Ontario Systems will return National Change of Address data to Client's collection system to update Client's accounts for the following fee: **\$0.10/hit**.

2. EAC **Client Initial:** _____

If elected, Ontario Systems will provide to Client Electronic Address Confirmation ("**EAC**"), which is an automated electronic process for providing address corrections and return mail data from the U.S. Postal Service in lieu of receiving physical return mail and address update cards for the following fee: **\$0.15/hit**

3. RMM **Client Initial:** _____
 If elected, Ontario Systems will provide to Client Return Mail Management ("**RMM**") services, which redirects physically returned mail content to a post office box and convert such letters to an electronic format and to collect new address cards to forward to Client. To use this service, Client must also elect to receive the EAC service. The following fees apply to RMM:

Description	Estimated # of Letters Per P.O. Box	Price	Note
Basic Service		\$ 0.15	Price is per scanned piece
S&H for returned letter/payments		\$ 10.00	Price is per shipped package
x-small P.O. Box	10 – 15	Current rate	P.O. Box annual fee
Small P.O. Box	20 – 30	Current rate	P.O. Box annual fee
Medium P.O. Box	40 – 60	Current rate	P.O. Box annual fee
Large P.O. Box	70 – 100	Current rate	P.O. Box annual fee
X-large P.O. Box	140 – 200	Current rate	P.O. Box annual fee

4. Web Archiving **Client Initial:** _____
 If elected, Ontario Systems will provide to Client electronic reproduction of statements, agreed to indexing requirements, and one month online viewing of printed letters at the following fees:

Item	Fee
PDF Creation	\$0.01 per record
Implementation Fee	\$806.25 (invoiced after implementation)
Letter Volume:	Price Per Month for Volume:
<50,000	\$ 161.25
50,000 – 100,000	\$ 215.00
100,001 – 150,000	\$ 268.75
150,001– 200,000	\$ 322.50
>200,000	\$ 376.25

During Implementation Ontario Systems will configure the applicable CU Transit or Link connection and test such connectivity for importing and storing the archived data. Costs are per individual billing account or logon.

5. Multiple Letters **Client Initial:** _____
 If elected, Ontario Systems will permit Client to combine multiple letters from the same transmission file with an exact addressee match into a single envelope for mailing to save on postage. The following fees apply to this service:

Description	Price
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Each additional letter placed in the envelope	Surcharge of \$0.10 for each letter
Over 6 pages per envelope, or 5 pages with a Courtesy Reply Envelope. A 9"x12" envelope is required	Flat Mail Hand Insert Fee of \$0.20 per envelope, plus any increased postage fees.