

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
HAWTHORNE AND VIATRON SYSTEMS, INC.**

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2024, by and between the City of Hawthorne, a California municipal corporation and general law city ("CITY") and ViaTRON Systems, Inc., a California corporation ("CONSULTANT"). This agreement is made with reference to the following:

RECITALS

A. CITY requested a proposal for professional services with respect to scanning and digitally preserving CITY documents.

B. CONSULTANT submitted a proposal for the performance of such services, a true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

C. CITY desires for CONSULTANT to provide professional services as described in Exhibit "A".

D. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following definitions shall apply to the following terms, except where the context of this AGREEMENT otherwise requires:

- (a) Project: Digitize old CITY documents currently stored on paper or on microfiche.
- (b) Services: CONSULTANT shall provide the services described in Exhibit "A" attached herein
- (c) Duration: Said AGREEMENT shall be effective from the date of execution of this

AGREEMENT until acceptance and approval of all digitized files.

(d) Completion of Project: CONSULTANT shall complete all tasks as noted in Exhibit "A" for a period not to exceed 12 months.

(e) Consultant: ViaTRON Systems Inc., 18233 Hoover Street; Los Angeles, CA 90248

(f) City: 4455 w 126th st.; Hawthorne, CA 90250

2. SCOPE OF SERVICES

(a) CONSULTANT shall forthwith undertake and complete the project in accordance with Exhibit "A" hereto and all in accordance with Federal, State and City statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. COMPENSATION, METHOD OF PAYMENT, AND ADDITIONAL SERVICES

(a) CITY shall pay CONSULTANT the rate per page and per sheet of microfiche as set forth in the proposal, Exhibit "A," and any necessary incidentals as authorized by the City Manager, the total of which shall not exceed \$23,298.00.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. Each invoice shall detail work performed and charges. All charges shall be in accordance with CONSULTANT's proposal with respect to hourly rates and project costs as set forth in Exhibit "A".

(c) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

4. CITY ASSISTANCE AND AVAILABILITY OF CITY RECORDS

(a) The CITY shall provide the following assistance to CONSULTANT as needed so CONSULTANT can perform the services described above:

(i.) Information and assistance as set forth in Exhibit "A".

(ii.) Access to all documents intended for scanning and digitization.

(iii.) Such information as is generally available from CITY files applicable to the project.

(iv.) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. CONSULTANT'S BOOK OF RECORDS

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying at any time during regular business hours, upon written request by the CITY or CITY's designated representative. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon. Such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY or CONSULTANT has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, the CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to all parties to this AGREEMENT, as well as to their successors-in-interest and authorized representatives.

6. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated without cause by CITY upon the giving of a written "Notice of Termination" to CONSULTANT upon thirty (30) days prior written notice or the CONSULTANT may terminate this contract upon thirty (30) days prior written notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's rates set forth in Exhibit "A", with respect to the percentage of the project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final

form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. NOTICES AND DESIGNATED REPRESENTATIVES

(a) Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this AGREEMENT:

To CITY
4455 West 126th Street,
Hawthorne, CA 90250
Attn: Director of Planning

To CONSULTANT
18233 Hoover St.
Los Angeles, CA 90248

(b) Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. CONTINUITY OF PERSONNEL

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT, CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance. CITY shall not be responsible for time and costs associated with CONSULTANT's turnover or reassignment of staff.

9. STATUS OF CONSULTANT

(a) The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise. Unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers,

employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) The CONSULTANT or any of CONSULTANT's officers, employees or agents, shall not obtain any rights to retirement, health care or any other benefits that may otherwise accrue to CITY employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

10. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of applicable State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations pursuant to sound professional practices including, but not limited to, possessing and maintaining all necessary licensing. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by negligent failure of the CONSULTANT to comply with this Section.

11. NON-DISCRIMINATION

CONSULTANT shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status or denial of family care leave. CONSULTANT shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. CONSULTANT shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). If applicable, CONSULTANT shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining AGREEMENT or other AGREEMENT.

12. INDEMNIFICATION

To the fullest extent provided by law, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, employees, elected and appointed officials, and volunteers from and against any and all claims and losses, costs or expenses for any damage resulting in death or injury to any person and/or injury or damage to any property resulting from any negligent act or omission of CONSULTANT or any of its officers, employees, agents, or subcontractors in the performance of this AGREEMENT. Such cost and expense shall include reasonable attorney fees.

13. CONFLICT OF INTEREST

(a) No CITY employee whose position with CITY enables such employee to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic

dependent of such employee, shall be employed in any capacity by the CONSULTANT or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee of this CONSULTANT who may financially benefit from the performance of work hereunder shall in any way participate in the CITY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence CITY's approval or ongoing evaluation of such work.

(b) The CONSULTANT shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. The CONSULTANT warrants that it is not now aware of any facts that create a conflict of interest. If the CONSULTANT hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the CITY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this contract.

14. CONFIDENTIAL INFORMATION

All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the CITY, except as may be required by law.

15. INSURANCE

(a) During the course of the term of this AGREEMENT, CONSULTANT shall maintain Professional Liability Insurance in a combined single limit of not less than \$2 million per claim and aggregate. CONSULTANT shall also maintain General Liability Insurance in a combined single limit of not less than \$2 million per claim and aggregate.

(b) CONSULTANT shall provide a certificate naming CITY as additional insured. CONSULTANT shall procure and maintain, for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance or the work hereunder, and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

16. AUTHORITY TO EXECUTE

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

17. MODIFICATION OF AGREEMENT

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this

requirement for written modifications cannot be waived and that any attempted waiver shall be void.

18. WAIVER

Waiver by any party to this AGREEMENT of any term, condition or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

19. LAW TO GOVERN; VENUE

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

20. ATTORNEY'S FEES, COSTS, AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

21. ENTIRE AGREEMENT

This AGREEMENT, including the attached Exhibit "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party that are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

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22. SEVERABILITY

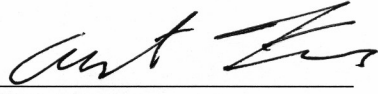
If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, this Professional Services Agreement has been executed by their duly authorized representatives.

CITY OF HAWTHORNE

ViaTRON SYSTEMS, INC.

By: _____
Vontray Norris
City Manager

By:  _____
Albert Fader
Vice President of Technology

APPROVED AS TO FORM:

ATTEST:

By: _____
Robert M. Kim
City Attorney

By: _____
Dayna Williams-Hunter
City Clerk

EXHIBIT A
Proposal and Scope of Work Prepared by ViaTRON SYSTEMS,
INC. on April 3, 2024

Presented By:



**ViaTRON VTX Content
Management Systems**

Prepared For:

CITY OF HAWTHORNE

**4455 W. 126th Street
Hawthorne, CA 90250**

Prepared By:

**ERNST GANGNES
ernstg@viatron.com
T/310-756-0604
Fax: 310.756.0609**

**ViaTRON SYSTEMS, INC
18233 Hoover Street
Los Angeles, CA 90248**

The Paperless Office Specialists



SCOPE OF WORK

PJ9395 - REG PAPER

Client:

City of Hawthorne

4455 W. 126th Street

Hawthorne CA 90250

Department: Planning and Community Development 4/2/2024

Client Contact Person:

Nathan Levey

Planning Assistant

nlevey@cityofhawthorne.org

NOTES

INDEX BY DOC TYPE, CU NUMBER AND YEAR. PDF CONVERSION.

CMAS CONTRACT # 3-22-03-1075

DOCUMENT ANALYSIS

Estimated Number of Pages: **219,600**

Average Pages in a Folder: **20**

Paper Size - Smallest: **8.5" X 11"**

Paper Size - Largest: **11" X 17"**

Banker Boxes provided by: **CLIENT**

Packing & Manifesting of Banker Boxes by: **CLIENT**

Terms: **NET 30**

PER PAGE PRICE: \$0.0790

TOTAL PROJECT PRICE: \$17,348

Processing Center: **ViaTRON**

Condition of Documents: **AVERAGE**

Scan in B&W, Color or Gray Scale: **BLACK & WHITE**

Scan Resolution: **300 DPI**

Automatic Blank Page Removed Accuracy: **95%**

Automatic Page Rotation Accuracy: **95%**

Billing Frequency: **UPON DATA DELIVERY**

Down Payment: **0%**

Down Payment Amount: **\$0**

DOCUMENT PREPARATION

Documents shall be prepared for scanning by: **ViaTRON**

Batch Separator shall be provided by: **VIATRON**

Batch separator page shall be inserted by: **VIATRON**

Scan Post-it Notes: **DISCARD**

Number of Doc Search Requests: **UNLIMITED**

Re-staple documents after scanning: **NO**

Place files back inside original folder: **NO**

Scan Books/Binding: **NO**

Scan File Folders: **NO**

Folders/Binding cut before scanning: **N/A**

FREIGHT SERVICES

Freight System: **ViaTRON**

Number of Locations: **1**

Number of Estimated Boxes: **61**

Box Type: **STANDARD 15"**

Est. Pages per Box: **3,600**

Number of Box Pickups: **1**

Number of Box Deliveries: **1**

Box Storage Services - Months Box will be Stored: **3**

DATA DELIVERY

Client shall Provide Index Database: **NO**

Data shall be delivered (Media): **SECURE FTP**

Image File Format: **PDF**

Content Management System: **FLAT-FILE**

Estimated Hard Drive Space (GB): **17.57**

Average size of image (KB): **80**

Process Full Text OCR: **YES**

Shred or Return to Client? **RETURN TO CLIENT**

Key Field Indexing	Data Type	Index Location	Format	Field Size	Method
BOX TITLE	CHAR	FOLDER		10	MANUAL
FOLDER TITLE/ BINDER TITLE	CHAR	FOLDER		8	MANUAL
CU NUMBER	NUM	FOLDER		8	MANUAL
YEAR				4	MANUAL

Approval of SOW

Date

Any services not included in this Scope of Work will be presented to Client in a Change Order.



PROJECT DETAILS
CITY OF HAWTHORNE

PROJECT NO : 9395

DATE : 4/2/2024

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PROFESSIONAL SERVICES

SCANNING SERVICES	1	\$17,348.00
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DOCUMENT CONVERSION SERVICES

ESTIMATED 219,600 PAGES OF APPLICATIONS - INDEX BY DOC TYPE, CU NUMBER, AND YEAR.

PRICE PER PAGE IS \$0.079 CENTS A PAGE.

INCLUDES DOC PREP, SCANNING, IMAGE ENHANCMENT, INDEXING, 7 LEVEL QC, PDF CONVERSION, DATA DELIVERY AND FREE OPTIONAL SHREDDING.

CMAS CONTRACT NUMBER - 3-22-03-1075

SCANNING SERVICES	1	\$5,950.00
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MICROFICHE CONVERSION SERVICES

ESTIMATED 3,400 SHEETS.

INDEX BY SHEET TITLE - FULL TEXT OCR PROCESSING INCLUDED

PRICE PER SHEET IS \$1.75

TOTAL FOR PROFESSIONAL SERVICES	\$23,298.00
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TERMS

Payments

Product & Professional Services - Payments of NET 30

Payments

Scanning Services - Payment is billed monthly based on data delivered.

Late Payments

Client will be charged 6% for late payment of invoice.

Shredding Services

ViaTRON provides free certified box shredding services. These arrangement must be make prior to beginning the project.

Proposal Expiration Date

Due to constant changes in the technology industry the prices listed in this proposal are guaranteed for 90 days from the date of this proposal.



PROJECT DETAILS
CITY OF HAWTHORNE

PROJECT NO : 9395

DATE : 4/2/2024

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PROJECT PRICING

FINAL PRICE \$23,298

Project Approval:

Signature

Date