

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of SymPro Treasury Management software purchase and support services ("Agreement") is made and entered in this 7th day of May, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Emphasys Software a Michigan corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide SymPro Treasury Management software and support services for City (the "Services").
- 1.2 City desires to obtain a personal, nontransferable, non-exclusive limited right and perpetual license to use such software and related documentation and services for City's own internal business purposes only, and Consultant is willing to grant such a license on the terms and subject to the conditions of this Agreement.
- 1.3 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.
- 2.3 Consultant may deliver the software to City by Compact Disc or by remote telecommunication from Consultant's place of business unless the Parties agree in writing to an alternative method of delivery. Consultant is not responsible for installing the software unless Consultant is specifically contracted to perform installation and training services.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

- 3.2 City designates Danielle Garcia, Management Services/Finance Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference.
- 4.2 The term of this Agreement shall be for a period of five (5) years, commencing as of the Effective Date, unless earlier terminated earlier as permitted herein.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of eighty eight thousand two hundred eighty three dollars (\$88,283). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C" entitled "Cost Proposal" attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. Consultant will invoice License Fee to City upon execution of this agreement. Annual Maintenance and Support for year one will be invoiced upon the earlier of product delivery date or 30 days from the execution of this agreement. Annual Hosting will be invoiced upon product delivery. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
 City Clerk
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373

Consultant
 Michael Byrne, President and CEO
 Emphasys Software, a Michigan corporation
 3675 Mt. Diablo Blvd., Suite 280
 Lafayette, CA 94549
 mbyrne@emphasys-software.com
 (510) 655-0900

ARTICLE 6 – INSURANCE, INDEMNIFICATION AND WARRANTY

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "E" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.
- 6.3 Consultant hereby agrees to indemnify City against any damages finally awarded against City in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) City notifies Consultant in writing within 30 days of the claim; (ii) Consultant has sole control of the defense and all related settlement negotiations; and (iii) City provides Consultant with the required assistance, information and authority. Consultant shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Consultant; or, (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.
- 6.4 If the Licensed Products are held or are believed by Consultant to infringe, Consultant shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or, (ii) obtain for City a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Emphasys may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support Plan fees paid for the affected Licensed Products. City shall discontinue use of the Software.
- 6.5 To the extent a claim arises under warranty, the remedy stated in Section 6.6 applies. To the extent a claim arises under indemnification, the remedy stated in Section 6.2 to 6.4 applies. As to all other claims, city acknowledges that potential damages in any proceeding would be difficult to measure with certainty and the parties expressly agree that as a fair assessment of potential damages, Consultant's liability under this agreement, regardless of form of action, proceeding or theory of recovery, shall not exceed the license fees or fees actually paid to consultant which are directly related to the claim. Regardless of the form of action, proceeding, or theory of recovery, consultant shall not in any manner be liable for any lost profits, lost savings or other special, incidental, consequential or exemplary damages, including without limitation, any such damages assessed against or paid by city to any third party, arising out of the use, inability to use, quality or performance of the licensed products provided, even if consultant has been advised of the possibility of such damages.
- 6.6 Consultant warrants that: (i) Software will perform in accordance with Consultant's standard specifications stated in its Documentation for a period of 180 days from the date of first installation of the Software (exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a

professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with Consultant's standard specifications. Except for the warranties stated above, consultant makes no other warranties, written or oral, whether express or implied. Consultant expressly disclaims all implied warranties, including without limitation the warranties of merchantability, fitness for a particular purpose, title and non-infringement.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other

- relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.
- 8.9 City acknowledges that Consultant retains title to the Licensed Products, all copyrights, trade secrets and other intellectual property rights licensed to City even if City's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Consultant. Other than the limited right of use of the Licensed Products described in this Agreement, City neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby. City agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Software, Documentation, or other proprietary information of Consultant.
- 8.10 Consultant may terminate this Agreement after 30 days prior written notice for City's failure to pay any amounts due (including any additional License Fees or service fees resulting from legal changes expanding City's rights of use). City may terminate this Agreement without cause upon 60 days prior written notice prior to the anniversary date of this Agreement. Either party may terminate this Agreement, (a) upon 30 days' prior written notice for the other party's failure to cure any other material breach of this Agreement; (b) immediately upon: (I) termination or suspension of either party's business, (II) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within 30 calendar days of filing, (III) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the assets or (IV) an assignment for the benefit of creditors.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

EMPHASYS SOFTWARE,
A MICHIGAN CORPORATION

By: 
Denise Davis, Mayor Pro Tem

By: 
Michael Byrne, President and CEO

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Overview

Emphasys is pleased to present the enclosed scope of work for the implementation of the SymPro Investment System. The implementation of the system can be considered complete and successful when the following goals have been met:

- ✓ All modules and interfaces have been installed and are fully operational.
- ✓ All identified users are trained and fully functional with all elements of the software.
- ✓ All current investments have been entered and checked within the system.

At the end of the process, the personnel of the City of Redlands will be able to meet their investment tracking and reporting needs to the extent specified in the RFP.

Scope of Work

As part of this implementation, Emphasys will provide the following modules and services:

SymPro Investment Software Installation	
1.	SymPro Investment System license and installation (Hosted)
2.	General Ledger Module
3.	Creation of custom GL Export file to GL
4.	Analytics Module
5.	Monitor and assist with data conversion as necessary
Other	
1.	Project Management
2.	Total of three (3) days of on-site training split into 2 phases. (see "Training" below).

As a part of the overall contract, the City will also receive unlimited technical support via phone/email, regular software upgrades/enhancements and a yearly regional training seminar as a part of the one year maintenance and support contract.

Timeline

The critical milestones for project completion are listed below. All dates are tentative.

<u>Critical Milestone</u>	<u>Milestone Date</u>
Remote Installation of Investment Software (Hosted)	6/3/2019
Investment Software Implementation/Training	6/27 & 6/28
Receipt of all information required to configure GL interface and create export files for Investment Systems	6/14/19
General Ledger Interface Implementation/Training	7/12/19

Training

Training for the Investment System, and General Ledger Module & Interfaces will be split into 2 periods, listed below. Each training day is generally scheduled from 9am to 5pm. Agendas for each training period will be sent out at least seven (7) days prior to each on-site.

Training period 1: Investment Software Implementation/Training – Two (2) days

Training period 2: General Ledger Interface Implementation/Training – One (1) days

Please see “**Required City Resources**” for required personnel and technical resources. Required personnel must be available from 9am-5pm on all training days in their training period unless otherwise noted.

Required City Resources

Personnel Required for Investment Software Training

1. The primary SymPro user(s) responsible for portfolio set-up and reporting decisions, for the full consultation and training.
2. Data entry users for the transactions and reporting training.
3. Personnel responsible for reviewing reports or determining reporting goals, for the reports training (day 2 only).
4. Accounting personnel & primary users responsible for the journal entries to the General Ledger. Must have flexible schedule from 9am to 5pm but will not be required for entire training period.

Personnel Required for General Ledger Interface Implementation and Training

1. Primary GL Interface SymPro Users for data review
2. SymPro Users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel.
3. Accounting personnel & primary users responsible for the Bi-Tech/SymPro General Ledger Interface, for initial planning. Must have flexible schedule from 9am to 5pm but will not be required for entire training period.

Designated Equipment

Workstations: Current generation workstation; 32 or 64 bit operating system; Windows operating systems (XP, Vista, 7); minimum 2 GB RAM; 2 GB of storage. Networking: Microsoft Windows Server (2005, 2008). Hard drive storage: Minimum 4 GB for software and portfolio data, depending on size and type of portfolio(s); 4 GB of RAM; Licensee's Installation: Installation is on a network server. For equipment or operating systems not named in this section, contact SymPro for compatibility information.

Designated Site

City of Redlands
35 Cajon Street
Redlands, CA 92373

Authorized Users

Network installation with concurrent access and support for 1-3 Authorized Users.

Other Required Resources (Technical and Information)

1. Investment Data for on-site training.
2. Chart of Accounts for Investment System (for GL Interface).

3. Training room with network connection and laptops/workstations for all training participants. Projection equipment should be provided and connected to at least one workstation.

**Training room must be available from 9-5 on all training days.*

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all investment types supported within SymPro, including:

- | | |
|--|---------------------------------|
| • Certificates of Deposits | • Rolling Repurchase Agreements |
| • Negotiable Certificates of Deposits | • GNMA, Pass Through |
| • Checking Accounts | • Bankers Acceptances |
| • Commercial Paper | • Corporate Bonds |
| • Commercial Paper Discount | • Medium Term Notes |
| • United States Treasury Issues, Coupon & Discount | |
| • Federal Agency Issues, Coupon & Discount | |

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

EXHIBIT "B"

PROJECT SCHEDULE

This is a general guideline for implementations

# of Months	Phase	Major Tasks	Due Dates
0.5	Initiation/Planning	Initial Planning Conference Call	5/9/19
		Final Project Work Plan	5/10/19
0.5	Installation	Initial Installation of Investment System at hosted site	6/3/19
1	Training/Implementation	Investment Module Training	6/27 & 6/28
1	Training/Implementation	GL Module Implementation & Training	7/12/19
1	Follow-Up Tasks	Address any issues that may have come up during installation/training. Prepare to go-live.	8/12/19
0.5	Project Close	Conference Call to confirm completion of all deliverables. Move to ongoing support phase	8/26/19

EXHIBIT "C"

COST PROPOSAL

RFP # 20180320DG for Treasury Management Software System

Year 1	Year 2	Year 3	Year 4	Year 5
<u>\$49,500</u>	<u>\$9,270</u>	<u>\$9,548</u>	<u>\$9,835</u>	<u>\$10,130</u>

Year 1 - Breakdown

Total Software License	\$30,000
Implementation & 3 Days Training**	\$10,500
Annual Maintenance & Support	\$6,000
Annual Hosting	<u>\$3,000</u>
Total	\$49,500

Year 2 – 5 Breakdown

Annual Maintenance & Support	\$6,000
Annual Hosting	<u>\$3,000</u>
Total	\$9,000 x 3% increase per year

** Travel expenses included

EXHIBIT "D"

CERTAIN DEFINITIONS

"Annual Maintenance and Support Plan" or "Plan" shall mean the then-current support services City elects to purchase from Consultant. The Annual Maintenance and Support Plan as of the Effective Date is summarized in the attached Exhibit A. Consultant may change the support services it offers with a 60 day written notice to City regarding changes that will be effective with the next Annual Support and Maintenance renewal date.

"Authorized Users" shall mean City and its employees and no other persons or entities; the number of which is stated in the attached Exhibit A and which may be changed by amendment to the attached Exhibit A or authorized purchase order issued by City and accepted by Consultant.

"Designated Equipment" shall mean a single Intel based computer or a network file server on which City uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit A.

"Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit A to this Agreement or such other location as may be expressly approved in writing by Consultant.

"Documentation" shall mean all user/operation manuals and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.

"Licensed Products" shall mean the Software and the Documentation.

"Software" shall mean that certain Consultant proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit A, and any modules, bug fixes, modifications, enhancements and other SymPro or third party software provided to and licensed hereunder by Consultant to the City during the Term.

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

EMPHASYS SOFTWARE,
A MICHIGAN CORPORATION

Date: 5/24/19

By: _____

Michael Byrne, President and CEO