

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Anacomp, Inc. with an address at 1935 Avenida Del Oro, Suite E, Oceanside, CA 92056 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY Planning and Development Department wishes to convert historical permit records from approximately 80,000 microfiche jackets into digital images;

WHEREAS, the COUNTY Planning and Development Department wishes to provide the converted images as well as other digital documents to its customers through a searchable Internet-based archive;

WHEREAS, a Request For Proposal ("RFP") was issued on February 5, 2014, and COUNTY selected CONTRACTOR as the highest qualified scorer pursuant to the RFP; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Linda Liu at phone number 805-568-2035 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jerry Smith at phone number 619-606-1371 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Linda Liu, Planning and Development, 123 E. Anapamu St., Santa Barbara, CA 93101

To CONTRACTOR: Jerry Smith, Anacomp, Inc., 1935 Avenida Del Oro, Suite E, Oceanside, CA 92056

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

- A. Microfiche Conversion Services. CONTRACTOR shall commence performance no later than 14 days from the date the contract is executed, and end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated.
- B. Internet Based Archive Services. The term of the internet based archive system and hosting services shall begin from the date the contract is executed, and shall continue for a period of three years (36 months) unless terminated by either party in accordance with the termination provisions of this Agreement, or in accordance with the terms and conditions of the Software licenses granted hereunder.

5. COMPENSATION OF CONTRACTOR

- A. In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice. Invoices shall not be issued or paid until COUNTY has accepted and approved all deliverables identified on each invoice.
- B. Invoice Requirements for Microfiche Conversion Services. CONTRACTOR shall issue invoices for conversion services on a monthly basis for batches that have been deemed accepted by COUNTY. Prior to acceptance of images, CONTRACTOR shall provide COUNTY with a full listing of all images converted and uploaded to the Internet Based Archive System as part of the monthly batch. Invoices issued by CONTRACTOR shall summarize the number of images for each batch. Invoices shall itemize costs with a description of the services provided for each item.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

- A. CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality adopted by the American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM), or standards otherwise normally

observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation.

- B. For so long as CONTRACTOR is hosting the Internet Based Archive system, Contractor shall modify, reconfigure, upgrade or replace the Software at no additional cost to COUNTY in order to provide a system solution that maintains the system in a manner consistent with its specifications. CONTRACTOR warrants that the system will be up and functional 99.99% of the time with periodic outages scheduled on weekends for system maintenance. CONTRACTOR agrees to provide COUNTY with notification of scheduled outages at least 24 hours before the scheduled outage.
- C. CONTRACTOR's technical support team shall be available to take support calls during regular business hours. Regular business hours are considered Monday through Friday, from 7:30 AM until 5:30 PM, excluding COUNTY observed holidays.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and

deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

- A. All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
- B. CONTRACTOR shall protect and be responsible for any loss, destruction, or damage to property, documents, and information provided by COUNTY which results from or is caused by CONTRACTOR's willful misconduct or negligent acts or omissions. CONTRACTOR understands that information provided by COUNTY must be protected from unauthorized access or modification. As such, CONTRACTOR ensures all aspects of data security requirements including the implementation of best security practices in the Internet Based Archive System such that the interface is not prone to unintended access and is resistant to external attacks.
- C. CONTRACTOR shall ensure that the property, documents and information is returned to COUNTY in like condition to that in which it was furnished to CONTRACTOR, reasonable wear and tear excepted.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty

assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. If this Agreement is so terminated, COUNTY shall be liable only for payment in accordance with the terms of this Agreement for services satisfactorily rendered prior to the effective date of termination.
 2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term. COUNTY agrees to notify CONTRACTOR of such non-appropriation at the earliest reasonable time. No penalty shall accrue to COUNTY in the event that this section is exercised.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an

acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara and Anacomp, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

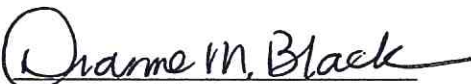
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 8-19-14

RECOMMENDED FOR APPROVAL:

Planning and Development

By: 
Department Head

CONTRACTOR:

Anacomp, Inc.

By: 
Authorized Representative

Name: Thomas P. Cunningham
Title: CEO


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

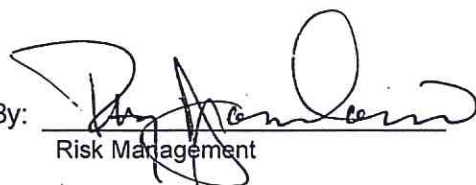
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

I. OVERVIEW:

The COUNTY currently has approximately 80,000 microfiche jackets containing official permit records. Each jacket contains about 20 images (on average). The majority of jackets are a combination of both 16mm and 35mm images, but some are 16mm only or 35mm only. The COUNTY desires to convert these images to a digital format and to provide the public with a convenient and reliable method for accessing these images online.

II. GOALS OF THE PROJECT:

1. Convert permit records contained in microfiche jackets to digital images; and
2. Implement an Internet Based Archive System to host these images online for access by the general public, Departmental Users and County staff.

III. DELIVERABLES ASSOCIATED WITH THIS PROJECT:

1. Converted Images. CONTRACTOR shall use industry-standard best practices to produce clear, readable, and high quality images for viewing and printing. CONTRACTOR shall notify COUNTY of any images that are non-readable and COUNTY will direct CONTRACTOR on how to proceed with each non-readable image. Once all microfiche images have been converted and COUNTY has deemed the converted images as acceptable, CONTRACTOR shall provide converted images to COUNTY on a USB drive or other acceptable media authorized by COUNTY. COUNTY shall have thirty (30) calendar days to sign off on acceptance of this deliverable. COUNTY shall use this sign-off period to review converted images to verify that converted images meet with defined specifications.
2. Indexing of Images. CONTRACTOR shall index all images so that it may be searchable via the Internet Based Archive System. Each index field will be used as a search parameter to call up the image from the Internet Archive System. CONTRACTOR shall name each image using an agreed-upon naming convention. COUNTY shall have thirty (30) calendar days to sign off on acceptance of this deliverable. COUNTY shall use this sign-off period to review indexed images to verify that indexes meet with defined specifications.
 - a. *Group A Images* – There are approximately 50,000 microfiche jackets in this group with a Street Address on the jacket label. CONTRACTOR shall index these images by the Street Number, Street Name, and Parcel Number. The Street Number and Street Name are found on the microfiche jacket label. COUNTY will provide CONTRACTOR with information to coordinate the indexing by Parcel Number based on the address found on the jacket label. If the image applies to multiple Parcel Numbers, that image shall be indexed by all applicable Parcel Numbers. CONTRACTOR shall notify COUNTY if he is unable to coordinate indexing of an image based on the information provided by COUNTY. In this instance, COUNTY will provide direction to CONTRACTOR on the handling of these images.
 - b. *Group B Images* – There are approximately 30,000 microfiche jackets in this group with a Permit Number on the jacket label. CONTRACTOR shall index these images by the Permit Number, Street Number, Street Name and Parcel Number. The Permit Number is found on the microfiche jacket label. COUNTY will provide CONTRACTOR with information to coordinate the indexing by Street Number, Street Name, and Parcel Number based on the Permit Number found on the jacket label. If the image applies to multiple Parcel Numbers, that

image shall be indexed by all applicable Parcel Numbers. CONTRACTOR shall notify COUNTY if he is unable to coordinate indexing of an image based on the information provided by COUNTY. In this instance, COUNTY will provide direction to CONTRACTOR on the handling of these images.

- c. *Group C Images* – There are approximately 40,000 PDF files that contain official permit records. CONTRACTOR shall provide a bulk import solution for COUNTY use to upload these images and related index data (Permit Number, Parcel Number, Street Number, and Street Name). If an image applies to multiple Parcel Numbers, the bulk import solution shall provide COUNTY with ability to index by all applicable Parcel Numbers.
3. Importing Images into Internet Based Archive System. CONTRACTOR shall upload images from Groups A, and B to the Internet Archive System. COUNTY will upload images from Group C to the Internet Archive System using CONTRACTOR's bulk import solution. CONTRACTOR's bulk import solution shall provide the option to update the File Location field in the COUNTY's permitting system to reflect "Digital Archive" for Group C Images. COUNTY will provide CONTRACTOR with adequate access to the permitting system to build this solution as required.
 4. Implementation of Internet Based Archive System. CONTRACTOR shall implement an internet archive repository to host all converted images (Groups A, B, and C) as well as provide functionality to add additional images as new records are created by COUNTY. Images hosted in the archive system are expected to be accessed at least five (5) to twenty (20) times per day by the general public, and at least ten (10) to twenty (20) times per day by COUNTY staff.
 - a. CONTRACTOR shall implement the Valise Records Management Solution for COUNTY as the Internet Based Archive System selected by COUNTY.
 - b. The COUNTY will not be required to purchase any hardware or software as part of the Internet Based Archive System.
 - c. The COUNTY will be billed on an annual basis for CONTRACTOR's hosting services associated with the Internet Based Archive System. The purchase price and terms are detailed in Exhibit B of this Agreement.
 - d. CONTRACTOR shall provide adequate file storage capacity for COUNTY's use pursuant to the pricing terms described in Exhibit B.
 - e. CONTRACTOR shall ensure that COUNTY staff has sufficient administrative rights to add, edit and delete images to the repository as new images are created.
 - f. CONTRACTOR shall work with COUNTY to design and set up each departmental user with appropriate access to view, add, or delete documents depending on the user's security requirements.
 - g. The archive must provide the public with access to all hosted images in the repository.
 - h. CONTRACTOR shall ensure that the repository is accessible through the COUNTY's Planning and Development Website. The online repository shall not require the public to authenticate or register before granting access to search and retrieve the hosted images.
 - i. CONTRACTOR shall ensure that the public user interface for the repository is easy to use and includes search fields for Street Number, Street Name, Parcel Number, and Permit Number so that it coincides with the indexed fields.
 - j. CONTRACTOR shall ensure that the public user interface allows users to perform partial searches using wild card entries (i.e., partial Parcel Number, etc).
 - k. CONTRACTOR shall ensure that the public user interface is compatible with all standard web browsers including, but not limited to, Internet Explorer 9 and above, Google Chrome, Mozilla.
 - l. CONTRACTOR shall ensure that images rendered by the public user interface are viewable on popular mobile devices (e.g., iPhone, iPad, Android-based phones and tablets).

- m. CONTRACTOR shall ensure that a list of records that match or contain the value(s) entered in the search screen is displayed onscreen within ten (10) seconds of performing the search.
 - n. CONTRACTOR shall ensure that images generated by the search can be rendered onscreen for viewing within ten (10) seconds of the command to render the image.
 - o. CONTRACTOR shall ensure that the public user shall be provided the ability to view, download, save, print and e-mail any image that is rendered onscreen.
5. Training on Use of Internet Based Archive System. CONTRACTOR shall supply to COUNTY, all User Guides, Administrator Guides, and Release Notes for the Internet Based Archive System. CONTRACTOR shall provide COUNTY with hands-on training on the use of the internet based archive system including, but not limited to:
- a. Database structure of the system;
 - b. Use of the system to search for records;
 - c. Setting up user access rights (for administrative users);
 - d. Viewing, saving, downloading, printing, and e-mailing of images;
 - e. Adding new images/indexes;
 - f. Deleting existing images/indexes;
 - g. Editing existing images/indexes.

IV. PROCESS/PROJECT MANAGEMENT:

- 1. CONTRACTOR shall provide project management to ensure the successful completion of all deliverables associated with this project. CONTRACTOR shall perform all services in this Statement of Work to a level of quality and satisfaction acceptable to COUNTY.
- 2. CONTRACTOR shall provide a detailed Project Plan describing the structured approach that will be used to manage and execute all tasks defined in the Statement of Work. The Project Plan shall include, but not be limited to: a project timeline including key tasks, resources, milestones and delivery dates; a description of quality control processes subject to approval by COUNTY; Proof-of-Concept (see below) subject to approval by COUNTY; and acceptance criteria for signoff on payment.
- 3. CONTRACTOR shall provide a Proof-of-Concept prior to beginning live production. The purpose of the Proof-of-Concept is to ensure that COUNTY and CONTRACTOR agree to all requirements for this project, and that all aspects of the project will be met, including, but not limited to: a count of the total fiche jackets to be scanned, scanning of all images provided, quality control procedures, image enhancement, indexing, digital access, uploading of the documents to the Internet Based Archive, searching/viewing of documents in the archive, and integration with Accela. The Proof-of-Concept must be approved by the COUNTY prior to beginning live production and shall be validated using a combination of reports and manual review of samples.
- 4. CONTRACTOR will work with COUNTY to finalize the Project Plan and all Business Rules associated with the project. The COUNTY will be required to review and validate both the Project Plan and Business Rules prior to production.
- 5. CONTRACTOR Project Manager shall meet with COUNTY Project Manager on a bi-weekly basis or an otherwise agreed-upon schedule to review project status, issues, and next steps. CONTRACTOR shall provide metrics reporting on scanning progress during these meetings.
- 6. CONTRACTOR shall pick up the microfiche jackets from COUNTY's office using CONTRACTOR's employee or other bonded courier. A pick-up/delivery slip (PUD) shall be signed by COUNTY Project Manager identifying the number of boxes and the contents of the boxes. Once the boxes arrive at CONTRACTOR's scanning location, CONTRACTOR shall verify the PUD against the boxes delivered. CONTRACTOR's courier shall drive from COUNTY's office location to

CONTRACTOR's scanning location without any intervening pickups to maintain appropriate chain of custody.

7. CONTRACTOR shall inspect all microfiche jackets and prepare each jacket for scanning.
8. CONTRACTOR shall report to COUNTY any concerns regarding the condition of the microfiche and its fitness for conversion.
9. CONTRACTOR shall perform quality control and validation checks at multiple points through the conversion process to ensure both file integrity and delivery of the highest quality images with accurate indexing information.
10. CONTRACTOR shall scan all images in each microfiche jacket at a minimum 300dpi resolution using grayscale format, and convert them to PDF-A digital format.
11. CONTRACTOR shall perform all necessary image enhancements (de-skew, de-speckle, cropping, brightness/contrast adjustment) for optimum image quality.
12. CONTRACTOR shall rotate all images to the correct orientation, right-reading, and centered on the page.
13. CONTRACTOR shall correct all unsatisfactory work products at CONTRACTOR's expense, within agreed and specified time frame. Materials, equipment, components, or workmanship that does not conform to requirements, may be rejected by the COUNTY and must be replaced by the CONTRACTOR without delay.
14. CONTRACTOR shall provide COUNTY with online access to converted images throughout the scanning process.
15. While the microfiche jackets are in CONTRACTOR'S possession, CONTRACTOR will respond to occasional special requests for copies of microfiche documents by scanning the requested documents, making them available online, and promptly notifying the COUNTY that the documents are available. This response shall occur within two business days of the request. Since the COUNTY has a nearly duplicate set of microfiche that will remain at the COUNTY, the number of such requests is expected to be minimal.
16. Once all microfiche images have been converted and COUNTY has deemed the converted images as acceptable, CONTRACTOR shall provide converted images to COUNTY on a County-provided USB drive or another acceptable media authorized by COUNTY.
17. Once all images have been converted and deemed accepted by COUNTY, CONTRACTOR shall return the original microfiche jackets to COUNTY's Project Manager. CONTRACTOR shall pick up the microfiche jackets from CONTRACTOR's scanning location using CONTRACTOR's employee or other bonded courier. A pick-up/delivery slip (PUD) shall be signed by CONTRACTOR identifying the number of boxes and the contents of the boxes. Once the boxes arrive at COUNTY's office location, COUNTY Project Manager shall verify the PUD against the boxes delivered. CONTRACTOR's courier shall drive from CONTRACTOR's scanning location to COUNTY's office location without any intervening pickups to maintain appropriate chain of custody.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a base contract amount, including cost reimbursements, not to exceed **\$176,312.00**. The Director of Planning and Development or designee is authorized to approve changes or additions in the services being performed under the Agreement in an amount not to exceed \$73,688.00. In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Director of Planning and Development or designee. In no event shall the total contract amount exceed \$250,000.

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

| Milestone Event ¹ | Amount Paid at Event |
|---|--------------------------------|
| Contract Execution (50% of First Term Maintenance for Hosting Services) | \$10,224.00 |
| Delivery and Acceptance of Project Plan (50% of First Term Maintenance for Hosting Services) | \$10,224.00 |
| Pick up of Microfiche Jackets from COUNTY | \$300.00 |
| Internet Based Archive System Installation and Setup (see Attachment B1) | \$2,500.00 + Indexing costs |
| Completion and Acceptance of Image Conversion (see Attachment B1) | Monthly at actual cost |
| Completion and Acceptance of Upload of Images to Internet Based Archive System (see Attachment B1) | Monthly at actual cost |
| Completion of all Training Courses | \$1,500.00 |
| Delivery of Converted Images on USB Drive | \$100.00 |
| Return of Microfiche Jackets to COUNTY | \$300.00 |
| Second Term Maintenance – 12 months after full payment of first annual term | \$20,448.00 |

| | |
|---|-------------|
| Third Term Maintenance – 12 months after full payment of second annual term | \$20,448.00 |
| ¹ Events may not occur in order indicated. | |

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ATTACHMENT B1

SCHEDULE OF FEES

| CONVERSION OF IMAGES | | | | |
|---|------------------------|----------|-----------|---------------------|
| Service Description | Est. Qty | Rate | Unit | Total Amt |
| Pick-up and Delivery of Microfiche Jackets | 3 ¹ | \$300.00 | Per Event | \$900.00 |
| Preparation Services ² | 355 | \$18.50 | Per Hour | \$6,567.50 |
| Scan 16mm microfiche image – GRAYSCALE | 1,440,000 ³ | \$0.06 | Per Image | \$86,400.00 |
| Scan 35mm microfiche image – GRAYSCALE | 160,000 ³ | \$0.09 | Per Image | \$14,400.00 |
| Image Enhancement Services ⁴ | As Needed | \$22.00 | Per Hour | |
| Delivery of All Converted Images on County-Provided USB Drive | 1 | \$100.00 | Per Event | \$100.00 |
| Support Services / Project Management | | Included | | |
| Storage Services for Microfiche Jackets | | Included | | |
| TOTAL COST FOR CONVERSION OF IMAGES: | | | | \$108,367.50 |

- ¹ A minimum of two trips (maximum of three trips) will be necessary for this project. Any additional trips must be authorized by COUNTY in writing before incurring cost.
- ² Preparation Services are estimated not to exceed 355 hours for this project. Any Preparation Services beyond the estimate must be authorized by COUNTY in writing before incurring cost. Preparation Services are services necessary to prepare the microfiche jackets for scanning and conversion.
- ³ Total image counts for conversion are estimated and fixed at the rate indicated. CONTRACTOR must provide reports to substantiate the total images converted before COUNTY can authorize payment.
- ⁴ Standard Enhancement Services to de-skew, de-speckle, cropping, brightness/contrast adjustment, rotate images to correct orientation, right-reading, and centering are included in purchase price. Additional enhancement services above and beyond the standard services may not be performed by CONTRACTOR unless authorized by COUNTY in writing.

| INDEXING OF IMAGES | | | | |
|---|---------------------|----------|------------|-------------------|
| Service Description | Est. Qty | Rate | Unit | Total Amt |
| Group A Images | 50,000 ¹ | \$0.025 | Per Jacket | \$1,250.00 |
| Group B Images | 30,000 ¹ | \$0.045 | Per Jacket | \$1,350.00 |
| Support Services / Project Management | | Included | | |
| TOTAL COST FOR INDEXING OF IMAGES: | | | | \$2,600.00 |

- ¹ Total jacket counts for indexing are estimated and fixed at the rate indicated. CONTRACTOR must provide reports to substantiate the total number of jackets converted before COUNTY can authorize payment.

| INTERNET BASED ARCHIVE SYSTEM | | | | |
|---|-----------|-------------|----------|--------------------|
| Service Description | Est. Qty | Rate | Unit | Total Amt |
| Project Management | | Included | | |
| Software Implementation | 1 | \$4,000 | OTC | \$4,000.00 |
| Software Installation | | Included | | |
| Software Training ¹ | | Included | | |
| Software Hosting Services ^{2,3} | 3 | \$20,448.00 | Annually | \$61,344.00 |
| Technical Support | | Included | | |
| Professional Services – Beyond Standard Services ⁴ | As Needed | \$120.00 | Hourly | |
| TOTAL COST FOR INTERNET BASED ARCHIVE SYSTEM: | | | | \$65,344.00 |

- ¹ Training shall be provided in accordance with the Statement of Work (Exhibit A).
- ² All images will be hosted using CONTRACTOR's Valise Records Management Solution. Rate is fixed at the price listed above, billed annually, for a three year term, with unlimited users (including public users and administrative users), and up to two million images stored. Each individual PDF file is considered a single image for this purpose. First year term shall commence upon contract execution and shall run for a full twelve (12) month period (one calendar year). If and when the COUNTY exceeds the two million image threshold, CONTRACTOR shall notify COUNTY in writing with the total image count and adjust the annual rate for the next tiered count. Tiered rates are as follows:

| Image Count Threshold | Annual Rate (3-year term) |
|--|---------------------------|
| 2,000,000 | \$20,448.00 |
| 5,000,000 | \$38,760.00 |
| 10,000,000 | \$42,240.00 |
| 20,000,000 | \$46,200.00 |
| <i>*Image counts greater than 20,000,000 will be priced at \$ 0.00025 per image.</i> | |

- ³ Once the three year term is concluded, the parties will continue with ongoing maintenance on an annual basis based on the tiered rate listed above. Either party may terminate this agreement after the initial three year term pursuant to the termination clause of the Agreement (Clause 19). If the parties decide to terminate ongoing maintenance after the initial three year term, CONTRACTOR agrees to provide all images stored in the archive system on a COUNTY provided USB drive within thirty (30) days of termination date.
- ⁴ A change order / contract amendment must be executed by both parties before any additional professional services not contemplated as part of this Agreement commences. If a change order / contract amendment is necessary to engage CONTRACTOR for additional professional services, such services shall not exceed the hourly rate listed above.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.