

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Clerk Recorder *[Signature]*

BOARD AGENDA # *B-9

Urgent

Routine

AGENDA DATE January 11, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Negotiate and Execute Agreements for Project Management Services and Digitization of Stanislaus County Official and Vital Records for the Film Conversion Project

STAFF RECOMMENDATIONS:

1. Authorize the Clerk Recorder to procure the Project Management Services with a sole source procurement.
2. Authorize the Clerk Recorder to negotiate, award and execute all contracts and authorize GSA-Purchasing to issue all purchase orders to implement the Project Management Services and Digitization of Stanislaus County Official and Vital Records for the Film Conversion Project.
3. Direct the Auditor-Controller to adjust the Fiscal Year 2010-2011 Clerk Recorder Automation Expenditure Budget based on the Budget Journal attached.

FISCAL IMPACT:

This project will be funded using retained earnings from the Clerk Recorder Vitals and Health Statistics Fund in the amount of \$205,000 and \$3,000,000 in retained earnings from the Clerk Recorder Modernization Fund which contains sufficient funds to cover this purchase. The existing Clerk Recorder Modernization budget will need to be increased by \$500,000 for Fiscal Year 2010-2011 to cover the expenses incurred through June 2011. The remainder of the required project funding will be included in the Fiscal Year 2011-2012 budget. There is no impact on the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-036

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

[Signature: Christine Ferraro]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Stanislaus County Clerk Recorder is mandated by California Law to maintain and preserve county official and vital records under its management and control. Since its formation in 1854, Stanislaus County official and vital records have been maintained in a book format that utilized wood pulp paper and in the 1900's archive preservation film that requires special equipment to view and print records.

In 1993, the Clerk Recorder also began recording these vital and historic records in a digital format. The millions of documents digitally recorded since 1993 enable immediate access. This digital format has reduced staff time in the retrieval and production of copies for the public, produced sharper images, allowed millions of documents to be preserved in a limited space, viewed on any personal computer and printed on any common printer.

Under Government Code 27301 the County Clerk Recorder has been further mandated to establish a social security number (SSN) Truncation Program to display only the last four digits on official records recorded during the time period from January 1, 1980 to the present and into the future. SSN Truncation can only occur on digitized records. Therefore, this mandate for government to act to protect individual members of the public from identity theft furthers the need for the Clerk Recorder to digitize those official and vital records recorded prior to 1993 but not yet digitized.

It is time consuming and can be challenging to locate the many unique historic records recorded between 1854 and 1993 which have not yet undergone digitization and to comply with the mandate to permanently preserve, truncate social security numbers and promptly produce those records. To achieve this mandate, and pursuant to the Board of Supervisor's Board Action 2007-792, the Clerk Recorder, while following county purchasing sole source and request for proposal (RFP) procedures, inventoried the records to be digitized and developed the Scope of Work and RFP documentation. The RFP was released, responses received, and a team consisting of Clerk Recorder, Clerk of the Board, and CEO staff evaluated the RFP responses. The team determined the vendor that provided the best value to the Clerk Recorder for digitization services was US Imaging from the following RFP respondents:

- ACS Enterprise Solutions, Inc. of Dallas, TX
- BMI Imaging Systems, Inc. of Sacramento, CA
- PFA, Inc. of Sun Valley, CA
- RecordFusion of New Castle, PA
- HOV Services of Cerritos, CA
- Foveonics Imaging Technologies, Inc. of Santa Monica, CA

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- US Imaging of Saginaw, MI
- IKON Business Systems Services of Sacramento, CA
- Fidelity National Technology Imaging of San Jose, CA

In an effort for other County departments to utilize the digitization services provided by US Imaging, the contract was set up as a Master Agreement, Attachment A. The specific agreement for the Clerk Recorder digitization services is Project 2010-001 of the master agreement, Attachment B. The estimated cost for Project 2010-001 is \$2,500,000.

In addition to the digitization vendor, the Clerk Recorder required a vendor to perform other specialized tasks and project management for the Film Conversion Project. The contract agreement for project management services is Attachment C. The cost of project management services is \$552,121. The Film Conversion project will produce imaging and indexing information which must be compatible with the existing production software system, CRiis. AtPac is the sole vendor which can assure the Clerk Recorder that the data produced as part of the Film Conversion project will be seamlessly integrated into the production Clerk-Recorder system. The sole source justification is Attachment D.

In addition to the funding of \$3,052,121 for the identified projects, there is a contingency of 5%, \$152,879 that is also included in this project. The contingency and any available funding from digitization services project 2010-001 can and will be used for unanticipated scope that may be identified by the Clerk Recorder.

POLICY ISSUES:

Approval of the recommendations is intended to meet the Board's priority of the Efficient Delivery of Public Services.

STAFFING IMPACTS:

There is no additional staffing impact associated with this request. Existing staff will be assigned to the project.

CONTACT INFORMATION:

Lee Lundrigan, Clerk-Recorder. 525-5211

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	* List - Text	Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	Sending Authorization for Film Conversion Project
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upt	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue	(format = number > general)	decr appropriations incr est revenue	Upper case MMM-YY		
	4	7	5	7	5	5	5					List - Text	Text
0	1723	0020510	63280					500000				Dec-10	10-11 Film Conv Exp

Totals:								500000		0		
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Explanation: Spending authorization for the 2010-2011 expenses for the Film Conversion Project paid for out of the Clerk Recorder Automation.

The SSN Truncation Budget and the Vital and Health Statistics budget have adequate spending authorization for 2010-2011.

Requesting Department	CEO	Data Entry	Auditors Office Only
<i>John Anderson</i> Signature Jan 3 - 2011 Date	<i>P. Foster</i> Signature 1-06-2010 Date	_____ Keyed by _____ Date	_____ Prepared By _____ Date
			<i>John Anderson</i> Approved By 1/3/11 Date

Attachment A

MASTER AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and US Imaging, Inc., a Michigan corporation authorized to conduct business in the state of California ("Contractor") as of _____, 2010.

Recitals

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects as set forth in County's Request for Proposal #10-14-CB; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors

utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided,

however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or

subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
General Services Agency
Attn: Purchasing Agent
PO Box 3229
Modesto, CA 95353-3229

To Contractor: US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and

executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

US IMAGING, INC.

By: _____ By: Scott Robinson
Keith D. Boggs, Deputy Executive Director Scott Robinson, President/CEO
GSA Director, Purchasing Agent

"Contractor"

"County"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

By: _____
Lee Lundrigan, Clerk-Recorder

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: Dean Wright
Dean Wright, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Mstr Agmt.wpd

Attachment B

US IMAGING, INC. PROJECT NO. 2010-001

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Independent Contractor Services (the "Master Agreement") made and entered into by and between the County of Stanislaus ("County") and US Imaging, Inc. ("Contractor"), as of _____, 2010.

B. Scope of Work

The Contractor shall convert existing microfilm records into digital images on behalf of County's Clerk-Recorder's Office (Clerk-Recorder) as set forth in more detail in Appendix A – Film Conversion Project (Phase II) Scope of Work. The Clerk-Recorder will manage the film conversion project through AtPac, Inc., who will act as the Film Conversion Project Manager and provide the day-to-day direction to Contractor.

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #10-14-CB; the Contractor's responding proposal which includes a pricing proposal dated June 2, 2010; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with the Master Agreement and this project, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in the Master Agreement, then in such case, the terms and conditions shall control in this order: 1st, the Master Agreement, 2nd, this Project 2010-001, and 3rd the RFP.

C. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement in accordance with Contractor's pricing proposal dated June 2, 2010 and attached hereto as Appendix B which sets forth the detailed pricing for each of the six (6) tasks.

Contractor shall submit invoices to County upon completion of each project and County's acceptance of deliverables resultant from each project. All such invoice shall be sent to County at:

Lee Lundrigan, Clerk-Recorder
Stanislaus County Clerk-Recorder's Office
1021 I Street, Suite 101
Modesto, CA 95354

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$2,500,000.00 over the Initial Term of this Project as defined in paragraph D below, including, without limitation, the cost of any subcontractors, Contractors, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. TERM

The term of this Project 2010-001 shall be from _____, 2010 through _____, 2012 (the "Initial Term") unless otherwise terminated as provided below. This Project will not automatically renew but may be renewed for four (4) additional one-year terms (each a "Renewal Term") by mutual, written agreement of the parties. An extension of the term of this Project will be made through an amendment. In no such case shall the renewal extend beyond six (6) years from the beginning of the Initial Term of this Project.

E. REPRESENTATIVES

The County's Project Managers with respect to this Project No. 2010-001 shall be:

County:	County's Contracted Project Mgr	Contractor:
Lee Lundrigan	Wayne Long	Scott Robinson
Clerk-Recorder Department	AtPac, Inc.	US Imaging, Inc.
1021 I Street, Suite 101	13300 New Airport Road, Suite 101	400 S. Franklin St
Modesto, CA 95354	Auburn, CA 95602	Saginaw, MI 48607
(209) 525-5211 Direct	(800) 845-7518	989-714-9700
lundril@stancounty.com	wayne@egovinc.com	srobinson@us-imaging.com

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. 2010-001 as of _____, 2010.

COUNTY OF STANISLAUS

US IMAGING, INC.

By: _____
Keith D. Boggs, Deputy Executive Director
Interim GSA Director, Purchasing Agent

By: Scott Robinson
Scott Robinson, President/CEO

"County"

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

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FILM CONVERSION PROJECT (PHASE II)

1. OVERVIEW

- 1.1. The Stanislaus County Clerk-Recorder ("Clerk-Recorder") is entering into a contract with US Imaging to convert existing microfilm records into digital images. The following provides the detailed scope of work that US Imaging will perform. The Clerk-Recorder will manage the film conversion project through another company, AtPac Corporation (AtPac), who will provide the day-to-day direction to US Imaging. The Clerk-Recorder will also maintain a primary contact during the course of this project.
- 1.2. This project consists of six distinct tasks that are detailed below. The Film Conversion Project Manager will work with the Clerk-Recorder contact to provide direction to US Imaging for the priority on which task to complete first.
- 1.3. Other film conversion or indexing scope may be identified during this project. If other scope is identified, it will be added to the contract as additional tasks.

2. DELIVERABLES

- 2.1. US Imaging shall be responsible for the following deliverables as defined below. All deliverables to be made to AtPac Corporation, 13300 New Airport Road, Suite 101, Auburn, CA 95602. Electronic delivery of items must be approved prior to submission:
 - 2.1.1. Project work plan as described in Section 6; Project Work Plan.
 - 2.1.2. Bi-monthly reports as described in Section 3.2.5 and 3.2.6.
 - 2.1.3. All delivered images must meet the county requirements as described in Section 5; County Image Quality Requirements.
 - 2.1.4. Grayscale images delivered on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Three (3) sets of USB hard drives are to be produced. One set is to be kept by US Imaging. Two sets are to be delivered to AtPac. Images and costs associated with producing the images must be separated by task as follows. Further instruction on directory structure of images for each task will be provided by the Film Conversion Project Manager.
 - 2.1.4.1. Task 3 - Official Records Image Conversion: 1980 to 1993
 - 2.1.4.2. Task 4 - Official Records Image Conversion: 1854 to 1979
 - 2.1.4.3. Task 5 - Vital Records Image Conversion: 1940-1993
 - 2.1.5. Bi-tonal TIFF Images delivered on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Three (3) sets of USB hard drives are to be produced. One set is to be kept by US Imaging. Two sets are to be delivered to AtPac.. Images and costs associated with producing the images must be separated by task as follows. Further instruction on directory structure of images for each task will be provided by the Film Conversion Project Manager.
 - 2.1.5.1. Task 3 - Official Records Image Conversion: 1980 to 1993
 - 2.1.5.2. Task 4 - Official Records Image Conversion: 1854 to 1979
 - 2.1.5.3. Task 5 - Vital Records Image Conversion: 1940-1993
 - 2.1.6. One complete set of Archive Quality Bi-tonal TIFF Images to be produced on microfilm for each task listed below. It is preferred for the microfilm to be 16mm; however, if the

size of the image dictates the use of 35mm film, the Film Conversion Project Manager must be notified prior to film being produced. See Section 4.7; Task 6 for Details. Costs associated with producing the microfilm for each different task must be reported separately.

- 2.1.6.1. Task 3 - Official Records Image Conversion: 1980 to 1993
- 2.1.6.2. Task 4 - Official Records Image Conversion: 1854 to 1979
- 2.1.6.3. Task 5 - Vital Records Image Conversion: 1940-1993
- 2.1.7. Indexing data as described in Section 4.2; Task 1 - Official Record Index – 1980 to 1993 and Section 4.3; Task 2 - Official Record Index – 1919 to 1979, must be provided on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Indexing data and costs associated with producing the index must be separated and reported by task as follows. Further instruction on directory structure of each task will be provided by Film Conversion Project Manager.
 - 2.1.7.1. Task 1 - Official Records Index: 1980 to 1993
 - 2.1.7.2. Task 2 - Official Records Index: 1919 to 1979

3. MANDATORY REQUIREMENTS

3.1. General Requirements

- 3.1.1. US Imaging will identify a project manager and will notify both the Film Conversion Project Manager and the Clerk-Recorder contact with the name and contact information of that individual.
- 3.1.2. US Imaging will finalize a project plan as described in Section 6 and review the project plan with the Film Conversion Project Manager and the Clerk-Recorder contact.
- 3.1.3. Major steps in the film conversion project are:
 - 3.1.3.1. Requirements review with the Clerk-Recorder contact and Film Conversion Project Manager.
 - 3.1.3.2. Finalization of Project Plan(s)
 - 3.1.3.3. Arrangement/scheduling of US Imaging for on-site scanning.
 - 3.1.3.4. US Imaging delivers initial production samples to Film Conversion Project Manager for evaluation and validation. Sample should represent about 5% of project or an amount agreed to by Film Conversion Project Manager, US Imaging and Clerk-Recorder contact. Sample should include all tasks US Imaging is responsible for.
 - 3.1.3.5. Clerk-Recorder approval for each task prior to continuation of that particular film conversion project task.
 - 3.1.3.6. Periodic deliveries of images and index data for each task, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response to the Film Conversion Project Manager (AtPac).
 - 3.1.3.7. Completion of all deliveries required by each task.
 - 3.1.3.8. Return of Clerk-Recorder source material, data and copies to Film Conversion Project Manager.
 - 3.1.3.9. Final review of film conversion project with US Imaging by Film Conversion Project Manager and Clerk-Recorder contract.
- 3.1.4. Clerk-Recorder contact and Film Conversion Project Manager require an email report from US Imaging due on the 15th of each month covering from 1st of each month through the 14th of each month showing progress versus goals for that time period. Report should also include open issues not resolved and any new issues needing a resolution. The Film Conversion Project Manager will provide a template for this report.

- 3.1.5. County and Project Manager require a written form report from US Imaging on the last day of each month covering from 15th of each month through the last day of each month showing progress versus goals for that time period. Report should also include open issues not resolved and any new issues needing a resolution. Financial information on price of the work completed during the entire month must be included in the end of month report. The Film Conversion Project Manager will provide a template for this report.
- 3.1.6. US Imaging agrees to conference calls when required to discuss status of the film conversion project.
- 3.1.7. County microfilm and books are not to be sent offshore for processing.
- 3.1.8. Images are to be delivered on USB hard drives on a regular basis or at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response by task. Delivered images should include a scanning log that describes the following:
 - 3.1.8.1. Number of film types scanned, reels of each size, sheets of each type of microfiche
 - 3.1.8.2. Number of documents and pages scanned
 - 3.1.8.3. Number of retakes with explanation of why retakes were needed
 - 3.1.8.4. Any issues identified during scanning
 - 3.1.8.5. Missing images identified
 - 3.1.8.6. Quality control statistics
- 3.1.9. Film Inspection & Maintenance
 - 3.1.9.1. Microfilm/microfiche/jacketed microfilm must be cleaned, if necessary, to minimize the amount of dust particles on the film prior to scanning.
 - 3.1.9.2. If diazo copies are interfiled with silver film, the diazo film must be stored separately. US Imaging will identify any problems discovered during their inspection of the film and film archive and will provide the details to the Film Conversion Project Manager.
- 3.1.10. Image File Naming. The naming of files should match the indexing for the documents at the time they were recorded. In general, the image naming will be by either book/page or year/document number. The general format for the file name is: YYYYFNNNNNNMM.PPP Where YYYY is the year of recording, F is the form type, NNNNNNN is a zero filled document series number or book/page number, MM is always 00, and PPP is the zero filled number of pages in the document. The Project Manager and the Clerk-Recorder contact will work with US Imaging to assure images are numbered correctly.
 - 3.1.10.1. Form Types. Form types identify the different types of document. Each type of document has a different Form Type. The following are the form types:
 - 3.1.10.1.1. Form type 1 – birth records
 - 3.1.10.1.2. Form type 2 – fetal death records
 - 3.1.10.1.3. Form type 3 – death records
 - 3.1.10.1.4. Form type 4 – marriage records
 - 3.1.10.1.5. Form type 6 – confidential marriage records
 - 3.1.10.1.6. Form type 9 – official records
 - 3.1.10.1.7. Form type F – Fee Books
 - 3.1.10.1.7.1. For Form type F – Fee Book records, the NNNNNNN is the consecutive number of the pages in the book. For Fee Books that have two book pages as “one index page”, those two pages should be combined into one multi-page record.
- 3.1.11. All images must meet the county image quality requirements as described Section 5; County Image Quality Requirements. If images do not meet these requirements, they will be rejected as not being completed.

- 3.1.12. Retakes (re-scans) - All re-scans must have Film Conversion Project Manager approval before re-scans can start. US Imaging must provide a list of re-scans and reason for re-scan. Unacceptable images from film must be re-scanned and adjustments are to be made to provide optimum legibility. US Imaging must provide a report of each image that is re-scanned and must include the year, book and page number of re-scanned image. Note: The quality of the film dictates the retake/re-scan not the original film scan.
- 3.1.13. Images must be inspected for sequential order, missing pages, duplicate pages, and/or added pages and image quality. Particular attention is to be given to the legal description, signatures, time/date stamps and document number (year-instrument or Book/page numbers) during this process. Must ensure that all images on the roll were captured, all amendments are included and electronically stapled to Vital Record documents. If any part of the image is illegible, it must be flagged as a retake/re-scan and must be re-scanned at different settings. All retake/re-scans must be approved by Film Conversion Project Manager prior to the retake/re-scan.
- 3.2. Page Audits – Each roll of film (or sheet of microfiche) must be checked to ensure that the number of images exactly matches the number of frames on the supplied film roll.
- 3.3. Amendments (additional pages, vital records only) -- During auditing, US Imaging must look for inserted or amendment pages and attach these pages to the original document. During the film conversion process, an electronic index of the original records will be made available to locate the original record.
- 3.4. Electronic stapling (multi-page document output) - Pages must be grouped together as documents and saved as a multi-page TIFF with the original documents name provided from county current book index or computer index. This item must be discussed with county and Film Conversion Project Manager as part of the Contractor project plan creation.
- 3.5. Sync Confirmation - After electronic stapling and addition of inserted or amendment pages, county requires all records to be in correct order. If an error is found, all images must be corrected. If errors are located in your index data or the images the Film Conversion Project Manager and county contact must be e-mailed immediately.
- 3.6. Contractor Backup Protection – Contractor is to maintain a copy of all images and indexing completed until the project is finished. These images can be maintained on the 500GB USB hard drives that the Contractor will keep during the project.
- 3.7. One complete, archive quality set of film must be generated - either from existing film or images from the digital conversion process. The archive set of microfilm must not have any splices. The film will be shipped to the Film Conversion Project Manager for verification of work from US Imaging. US Imaging will work with the Film Conversion Project Manager to determine which rolls need to be produced. An additional copy of the complete microfilm set in shall be generated – either from existing film or images from the digital film conversion project. This secondary set, a backup set, will also be stored at the Archive Facility.
 - 3.7.1. All microfiche sheets, jacketed microfilm must be converted into rolls of microfilm. The rolls of microfilm can be created from the images produced as part of this project.

4. SCOPE OF WORK

- 4.1. Stanislaus County Clerk-Recorder will be converting "official record documents" to digital images and the "official records index" to an electronic index. Both of these items are currently on microfilm and microfiche. The records cover the years from 1854 to 1993. In addition, vital record documents from 1940 to 1993 will be converted. Additional film conversion and indexing projects may be identified and can be added to this contract as additional Tasks.
- 4.2. The general process that will take place for each task is:

4.2.1. Stage 1 – Pilot and Capture Images.

- 4.2.1.1. US Imaging will travel to either the AtPac facility in Auburn California or the Stanislaus County Clerk-Recorder Office in Modesto California to scan the records. US Imaging will scan either books or microfilm, whichever produces the best digital images. Images will be scanned at 300 DPI grayscale images and stored in the JPEG compression format.
- 4.2.1.2. US Imaging will process the pilot set of images and deliver them to the Film Conversion Project Manager for evaluation. This pilot process is to verify the process US Imaging is using to create the images. US Imaging must wait for approval from the Film Conversion Project prior to continuing with the task.
- 4.2.1.3. Inspection – Prior to capturing images, US Imaging will inspect the various types of film for splices and consistency to determine the best scanning settings. All film media will be cleaned, if necessary, prior to scanning.
- 4.2.1.4. Image Delivery – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.2.2. Stage 2 – Inspect and Report

- 4.2.2.1. US Imaging will perform the following processes on each of the images scanned
 - 4.2.2.1.1. **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8 digit number and stored in folders named by the document type and roll number.
 - 4.2.2.1.2. **Automatic Image Enhancement** – Each TIFF image will be automatically de-skewed and solid black borders will be removed for optimum file compression.
 - 4.2.2.1.3. **Image Inspection #1** – Each image will be visually inspected as a 12 inch Wide by 16 inch High image on a 20 inch portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the party names, legal description, signatures, time-date stamps and Book-Page numbers during this process. If any part of the image is considered illegible it is to be added to the Poor Quality Image Report. The problems to be identified are image too dark, image too light, A page, poor original, out of order & microfilm retake.
 - 4.2.2.1.4. **Poor Quality Image Report** – US Imaging will provide a report on the USB Hard Drive of single page TIFF images in HTML format that identifies the Roll #, Image # and reason why it has been identified as a poor quality image (light, dark, blurry, poor original, missing, duplicate, out-of-order, microfilm retake or A Page). The HTML file will contain a hyperlink that will retrieve the TIFF image from the USB Hard Drive and display it in the image viewer on any computer. The poor quality image report will identify the exact number of poor quality images so the Film Conversion Project Manager can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.
 - 4.2.2.1.5. **Missing Pages** – When a missing page is located, US Imaging will e-mail the Film Conversion Project Manager and the Clerk-Recorder representative. The Film Conversion Project Manager will inform US Imaging how the missing page is to be handled. Missing pages that are replaced will be identified as "Missing and Replaced", pages that cannot be located will be identified as "unavailable". Unavailable pages will have an "Unused Page #" flyer inserted

in their place to keep the total number of scanned images in sync with the total number of recorded pages. Each missing page will be charged as a rescan.

4.2.2.1.6. **Excess Border Removal** – Due to certain camera backgrounds, page sizes, scratches on film and film formats, the automatic crop included in automatic cropping may leave large white borders, black borders, black lines and shadows on the images. Excess Border Removal will be performed by individual operators to provide a more accurate original page size, fewer bytes per image and better performance of the Clerk-Recorder system and overall appearance of every image. US Imaging will ensure that no data or marginal notations are removed during this process.

4.2.2.1.7. **USB Hard Drives** – US Imaging will copy all single page TIFF images and the Poor Quality Image Report onto three (3) sets of external 500GB USB Hard Drives. Two (2) sets of hard drives will be shipped to the Film Conversion Project Manager for review and on-site backup. One (1) set will be stored at US Imaging for enhancing, indexing and and can be used as the US Imaging image backup. All Hard Drives and images are the exclusive property of Stanislaus County and will not be reproduced or distributed to any person or entity without written permission from the Stanislaus County Clerk-Recorder.

4.2.2.1.8. **Image Delivery** – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.2.3. Stage 3 - Enhancement & Document Grouping.

4.2.3.1. **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the Film Conversion Project Manager and the Clerk-Recorder contact do not believe the images meet the County Image Quality Requirements as specified in Section 5, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.

4.2.3.2. **Document Grouping** – After all enhancement has been completed, individual pages will be manually inspected, combined and saved as documents. The document grouping process will be automated, if possible, to reduce cost.

4.2.3.3. **Image Inspection # 2** – During Document Grouping, each image will be visually inspected a second time at 50% larger than the originally recorded 8.5" x 11" pages. Each image will be checked for sequential order, missing pages, duplicate pages, "A" pages, microfilm retakes and legibility. Particular attention will be given to party names, legal descriptions, signatures, time-date stamps and stamped numbers during this process. Any Poor Quality images that are located will be added to Poor Quality Image Report # 2.

4.2.3.4. **Poor Quality Image Report # 2** – This Report will only list Poor Quality images that were identified during the second Image Inspection. This Report will be copied to the hard drive of single page TIFF images for inspection and approval.

4.2.3.5. **Formatting and Naming of Images** – US Imaging will format and name the images as specified by the Film Conversion Project Manager. The formatting of the images will be determined and agreed to between the Film Conversion Project Manager and US Imaging. Naming of the images should follow the general format specified in Section 3.1.10 Image File Naming but exact naming convention must be

approved by the Film Conversion Project Manager prior to final naming of the images and indexes.

4.2.3.6. **USB Hard Drives** – All formatted documents will be copied to three (3) sets of external 500GB USB Hard Drives. Two (2) sets of Hard Drives will be shipped to the Film Conversion Project Manager for review and on-site backup. One (1) set of Drives will be stored at US Imaging for off-site backup. All Hard Drives of images and indexes are the exclusive property of Stanislaus County and will not be reproduced or distributed to any person or entity without written permission from Stanislaus County Clerk-Recorder.

4.2.3.7. Image Delivery – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.3. Task One (1) Official Records Index, 1980 To 1993

4.3.1. US Imaging is to generate an electronic index for official records for the time period of 1980 to 1993 from Fee books for each of those years. The indexing information is on rolls of 16mm microfilm that must be duplicated in electronic format. Indexing can occur after the digital images are created as part of the microfilm conversion project. US Imaging must include indexing plan in the overall Project Plan. Indexing is to be performed by two separate indexing teams. Indexing from the teams will be compared, can be done electronically, and any discrepancies will be resolved by a third team. The following lists the general indexing requirements. A sample, 5% or amount agreed to with Film Conversion Project Manager, of the two different time periods as specified in Section 4.3.1.2 and 4.3.1.3 must be provided to the Film Conversion Project Manager for approval prior to continuing with the indexing project. Any issues with indexing must be brought to the Film Conversion Project Manager and the Clerk-Recorder contact immediately.

4.3.1.1. The fields mentioned in each type of official records shall be indexed if such information is provided on the copy of the index.

4.3.1.2. Indexing fields for official records from 1986 to 1993

- 4.3.1.2.1. Record Year
- 4.3.1.2.2. Record Date
- 4.3.1.2.3. Doc Number
- 4.3.1.2.4. Document Type
- 4.3.1.2.5. Grantor (May be multiple for each record)
- 4.3.1.2.6. Grantee (May be multiple for each record)

4.3.1.3. Indexing fields for official records from 1980 to 1985

- 4.3.1.3.1. Record Year
- 4.3.1.3.2. Record Date
- 4.3.1.3.3. Doc Number
- 4.3.1.3.4. Document Type
- 4.3.1.3.5. Book/Volume
- 4.3.1.3.6. Page
- 4.3.1.3.7. Grantor (May be multiple for each record)
- 4.3.1.3.8. Grantee (May be multiple for each record)

- 4.3.1.4. Exact format for indexing data will be provided by the Film Conversion Project Manager (AtPac) during the planning stage of the project.
- 4.3.1.5. The cost associated with this task must be kept and reported separately.

4.4. Task Two (2) Official Records Index, 1919 To 1979

4.4.1.1. US Imaging is to generate an electronic index for official records for the time period of 1919 to 1979 from Fee books for each of those years. The indexing information is on rolls of 16mm microfilm that must be duplicated in electronic format. Indexing can occur after the digital images are created as part of the microfilm conversion project. US Imaging will produce a sample set of indexing to assure the indexing and data format are acceptable. The sample index should follow the indexing specified in Section 4.4.2 or if a different format is to be used it must be specified by the Film Conversion Project Manager and documented in the Film Conversion Project Plan. The sample set will include 5% of the data to index or an amount agreed to by the Film Conversion Project Manager. Once the indexing data format is verified, US Imaging will be able to continue with the indexing tasks. US Imaging must include indexing plan in the overall Project Plan. Indexing is to be performed by two separate indexing teams. Indexing from the teams will be compared, can be done electronically, and any discrepancies will be resolved by a third team. All costs associated with this task must be kept and reported separately.

4.4.2. Indexing fields for official records from 1919 to 1979

- 4.4.2.1. Record Year
- 4.4.2.2. Record Date
- 4.4.2.3. Document Number
- 4.4.2.4. Document Type
- 4.4.2.5. Book/Volume
- 4.4.2.6. Page
- 4.4.2.7. Grantor (May be multiple for each record)
- 4.4.2.8. Grantee (May be multiple for each record)

4.4.3. Specific data format will be resolved during the Project plan development portion of the task.

4.5. Task Three (3) Official Records Image Conversion, 1980 To 1993

- 4.5.1. US Imaging will convert microfilm/microfiche records for the time period of 1980 to 1993. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is working. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified to working as desired, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must provide detailed plan to accomplish this task in the Project Plan.
- 4.5.2. All costs associated with this task must be kept and reported separately.

4.6. Task Four (4) Official Records Image Conversion: 1854 To 1979

- 4.6.1.** US Imaging will convert microfilm/microfiche records for the time period of 1854 to 1979. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is working. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified to working as desired, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must provide detailed plan to accomplish this task in the Project Plan.
- 4.6.2.** All costs associated with this task must be kept and reported separately.

4.7. Task Five (5) Vital Records Image Conversion: 1940-1993

- 4.7.1.** US Imaging will convert microfilm/microfiche records for the time period of 1940 to 1993. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is acceptable. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must include detailed plans for this task in the Project Plan.
- 4.7.2.** All costs associated with this task must be kept and reported separately.

4.8. Task Six (6) New Archive Microfilm

- 4.8.1.** US Imaging will work with the Film Conversion Project Manager to determine condition of the archive microfilm. From this collaboration the exact rolls of microfilm that will need to be created will be determined. Once the exact rolls are determined, US Imaging is to produce those rolls from the enhanced images that were developed in the film conversion task.
- 4.8.2.** The archive set of microfilm should be 16 mm unless the images are too large to place on a 16 mm roll. If the images are too large for 16 mm film, the US Imaging is to contact the Film Conversion Project Manager and inform them the rolls impacted. Once approved by the Film Conversion Project Manager, US Imaging can proceed with creating the 35 mm film.
- 4.8.3.** The archive set of microfilm is to be placed on archive standard microfilm.

- 4.8.4. In addition to the archive set of microfilm, an additional backup set of microfilm will be put together for use as a working copy in the Clerk-Recorder Office. The Film Conversion Project Manager will determine what, if any, additional rolls of microfilm need to be produced and inform US Imaging of the rolls that need to be duplicated. Duplicated rolls for the working copy will be in the daizo format.
- 4.8.5. Miscellaneous rolls of film may need to be produced during the film conversion project. The Film Conversion Project Manager will inform US Imaging of any additional miscellaneous rolls of microfilm that need to be produced and the type of microfilm to be used.
- 4.8.6. All costs associated with this task must be kept and reported separately.

5. COUNTY IMAGE QUALITY REQUIREMENTS

- 5.1. It is the Clerk-Recorder's desire to receive all images in perfect or near perfect condition. All images must be clear, clean, de-skewed, de-speckled, and cropped for optimum image quality, no dark edges, etc. All images must be generated in 300dpi, and be imaged in portrait mode unless agreed to otherwise by the county, Film Conversion Project Manager and Contractor. If images do not meet these requirements, they will be rejected as not being completed.
- 5.2. US Imaging will identify complexities in the film conversion process and provide acceptable solutions in the project plan. Any complexities not identified in the Project Plan will need to be identified to the Film Conversion Project Manager as soon as they are identified and a solution to address the complexity proposed. The Film Conversion Project Manager will approve the proposed technique to address the issue prior to the technique being used by US Imaging. Some complexities are defined below:
 - 5.2.1. Variation in film-image, print, document size or orientation that may require image-to-image cropping, rotation, or changes in resolution.
 - 5.2.2. Variation within individual reels of film position and/or reduction ratio that are deemed to require image-to-image cropping, rotation, or changes in resolution.
 - 5.2.3. Microfilm frames that overlap or that have uneven spacing and require custom handling at scan time.
 - 5.2.4. Anomalies or irregularities, including those noted in film head of the reel information or targets that require custom handling at scan time.
 - 5.2.5. De-skewing of images of documents that may not have been photographed square to the microfilm camera aperture.
 - 5.2.6. Suppression of print show-through, printing, and other marks that may interfere with the legibility of front-of-sheet printing.
- 5.3. Polarity - The polarity of the delivered images shall be positive appearing (i.e., background is white and printing is black).
- 5.4. Rotation – In the delivered digital image, the top of the original document shall appear at the top of the display screen, regardless of the orientation of the document in the film frame. Note that "right side up" for printed matter is defined as "the top of the document page" (portrait mode).
- 5.5. Cropping – The following requirements shall apply for cropping of specified frames:

- 5.5.1. Cropping - Without affecting the actual document image, each page image may need to be cropped in order to create an image that represents the original page size (8.5" x 14", 8.5" x 11", 8.5" x 5.5", etc.). All borders (black or white) around the original image must be completely eliminated or at least reduced to a minimum size.
- 5.5.2. Vital records may contain multiple images on the same page and shall be captured such that each document is a separate file unless the other pages are an amendment to another document. Amendments shall be electronically stapled to the original (i.e., if a record consists of only the page necessary to make the certificate it shall be image as one file; however, if a records consist of more than one page, such as an original and an amendment, then the file shall contain both images.) Some vital records have sealing notices over the original certificate. That original certificate shall not be reproduced; however, there must be some indication as to why that certificate was not filmed by reference to the sealing notice and the certificate number must be noted and accounted for.

5.6. Formats and Compression

- 5.6.1. All images must be digitized at 300 dpi greyscale in order to assure that all symbols, italic text, and other fine details are digitized. After the images are enhanced (i.e. crop, adjust contrast, rotate, etc.) it is to be converted to bi-tonal TIFF images. This process will be detailed in the Film Conversion Project Plan.
- 5.7. A quality control program in accordance with the requirements for accuracy and delivery shall be initiated, documented, and maintained throughout the life of this contract. US Imaging shall document all quality control procedures, including actions taken to correct any problems, and submit a quality control report along with (or as part of) the scanning log with each delivery to the Film Conversion Project Manager. This quality control report must enumerate and describe actions taken. The quality control program must be detailed in the Film conversion Project Plan.

6. PROJECT WORK PLAN

- 6.1. The Film Conversion Project Manager, the Stanislaus County Clerk-Recorder representative and US Imaging will discuss the requirements of the project in detail for inclusion in the Project Plan to govern this project. The project plan will be prepared jointly by US Imaging and the Film Conversion Project Manager.
- 6.2. The project plan must include all significant items of this Project. Special emphasis should be placed on procedures to complete work and maintain the best image quality. US Imaging must provide and maintain the Project Work Plan throughout the project. The following paragraphs are some items that should be addressed in the project plan.
 - 6.2.1. Inspection of film by US Imaging.
 - 6.2.2. US Imaging shall work with the Film Conversion Project Manager to develop the Film Conversion Project Plan and for scheduling of all project tasks.
 - 6.2.3. Quality control procedures and processes.
 - 6.2.4. The Project Work Plan must include the details for the project. This detail must describe each task required to complete the project. The Project Work Plan must include projected time for completion of intermediate tasks, all deliverable(s), and review/approval periods.

6.2.5. Discuss the 5% sample to be provided to the Film Conversion Project Manager along with time frame for when the 5% will be completed. The 5% sample can be a different sample amount if agreed to by US Imaging, the Film Conversion Project Manager and the Clerk-Recorder contact.

6.3. After the project plan has been developed, the Contractor will complete a small portion, about 5%, of the work under each task and submit to the Film Conversion Project Manager to determine quality of the work product. The Film Conversion Project Manager and the county representative will examine the sample and determine if the contractor has met the intent of the project. If the quality is acceptable, the contractor will be given authorization to move forward with the remaining effort.

Attachment C

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and AtPac, Inc., a California corporation ("Contractor") as of _____, 2010.

Recitals

WHEREAS, the County has a need for services involving the oversight and project management of the film conversion project undertaken by County's Clerk-Recorder's Office; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be

procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States

domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of

Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor: AtPac, Inc.
13300 New Airport Road, Suite 101
Auburn, CA 95602

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

ATPAC, INC.

By: _____
Keith D. Boggs, Deputy Executive Officer,
Interim GSA Director/Purchasing Agent

By: Wayne A. Long
Name: WAYNE A. LONG
Title: PRESIDENT / CEO

"County"

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

By: _____
Lee Lundrigan, Clerk/Recorder

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: Dean Wright
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

Contractor will manage all activity of County's subcontractor, US Imaging, Inc. ("US Imaging"), with respect to Stanislaus County Film Conversion Project Phase II (the "Project"), on behalf of the County's Clerk-Recorder as set forth more fully in the Attachment 1 and in County's contract with US Imaging.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

Due Date	% Due	Amount Due
Project Start	30%	\$165,636.00
Completion of Stage 1: completion of scanning all records by County's subcontractor.	10%	\$55,212.00
Completion of Stage 2: completion by County's subcontractor of conversion of all JPEG images into TIFF images (incl. enhancement of images, removal of excess borders)	10%	\$55,212.00
Completion of Stage 3: completion by County's subcontractor of all other enhancement; grouping of individual pages into documents; and labeling documents correctly.	30%	\$165,636.00
Project Completion	20%	\$110,424.00
Total:	100%	\$552,120.00

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$552,120.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from _____, 2010 through _____, 2012 (the "Initial Term") unless otherwise terminated as provided below. This Agreement will not automatically renew but may be renewed for five (5) additional one-year terms (each a "Renewal Term") by mutual, written agreement of the parties. An extension of the term of this Agreement will be made through an amendment as described in Section 17 of the body of this Agreement. If such extension necessitates additional funding beyond the amount set forth in the original Agreement, the increase in the County's maximum liability will also be affected through an amendment to the Agreement. In no such case shall the renewal extend beyond seven (7) years from the beginning of the Initial Term of Agreement.

ATTACHMENT 1

DETAILED SCOPE OF WORK

1. Introduction

This document is a statement of work between the Contractor and the County's Clerk-Recorder's office (the Clerk-Recorder).

Purpose

This document defines and limits the project definition and scope of the work Contractor will provide the Clerk-Recorder in the Film Conversion Project, Phase II (the Project). Only those items specifically included in this document are within the scope of the Project.

2. Project Definition

Contractor will manage all US Imaging activity for the Stanislaus County Film Conversion project, phase II, on behalf of the Stanislaus County Clerk-Recorder, providing oversight of US Imaging for the six enumerated tasks specified in the County's contract with US Imaging. Contractor is responsible for Project status reporting, including status of US Imaging, deliverable Quality Control (QC) and acceptance documentation. Contractor will ensure all deliverables are delivered correctly and integrated into the County system, as detailed below. Any tasks added to the US Imaging Contract will be additional scope for the Project Management Contract and will require an addendum to the Project Management Contract.

In addition, Contractor will provide solutions for the specific project management tasks listed in Section 3.3 Additional tasks (below).

3. Project Scope

Contractor will provide overall direct project management with an assigned Project Manager. All required reporting by US Imaging will be submitted to Contractor for approval. Contractor will be responsible for performing all QC on deliverables submitted by US Imaging and for documenting QC acceptance. Contractor will receive all digital images on two (2) sets of USB drives from US Imaging and submit one set to the Clerk-Recorder for storage in the Clerk-Recorder Office. The second set of USB drives are to be retained by the Contractor for eventual storage in the Archive Storage Facility.

The following sections provide further detail on these responsibilities.

3.1. Vendor status reporting requirements and review

The following describes the reports that Contractor will provide the Clerk-Recorder:

1. Film Conversion Progress Report: Contractor will provide status reports to the Clerk-Recorder. These reports are to cover the time periods of 1 through 14 of the month and 15 through end of the month. These reports will provide updated details of film conversion progress, specifically:
 - 1.1. Images per rolls processed/pages scanned
 - 1.2. Estimated time remaining to complete the project
 - 1.3. Issues
 - 1.4. Status of past issues
 - 1.5. Images QC'd by Contractor
 - 1.6. Images/index installed on Clerk-Recorder CRiis system

Contractor will provide US Imaging with a template in which to submit this report.

2. Cost Report: Contractor will provide a written monthly cost status report to include actual price of services completed and submitted to date and the estimated price to complete project. The report should break down the prices of services provided by US Imaging and Contractor separately.

Contractor will provide US Imaging with a template in which to submit this report. This report may be combined with the Film Conversion Progress report in those weeks when both are due.

3. Vendor Review Report: Contractor will review the reports submitted by US Imaging and will comment on the progress to date. Contractor will also highlight any perceived problems as soon as they become apparent.

3.2.Task management

Contractor will manage US Imaging in completion of each of the following tasks as enumerated and described in the US Imaging SOW:

1. Official Records Film Conversion, 1980 to March 1993 (RFP Task 3);
2. Official Records Film conversion, 1854 to 1979 (RFP Task 4);
3. Vital Records Film conversion, 1940 to 1993, (RFP Task 5);
4. Official Records Index, 1980 to March 1993 (RFP Task 1):
5. Official Records Index, 1919-1979 (RFP Task 2):
 - 5.1. Typewritten documents;
 - 5.2. 1854-1918 handwritten documents are not part of this SOW
6. Creating new archive microfilm, 1854-Current (RFP Task 6):
 - 6.1. Work with US Imaging to determine what microfilm needs to be recreated to create a complete archival set of all records.
 - 6.2. Work with US Imaging to create a complete backup set of archival microfilm. This set of microfilm can be made up of diazo, duplicate sliver, or existing microfilm. This set is to be used as a working backup of the imaged records.

3.3.Additional tasks

Contractor will also perform each of the following project management tasks:

1. Missing images April 1993 to Present
 - 1.1. Contractor will examine the current Clerk-Recorder database and determine which images are missing. Contractor will determine if an image exists and re-link the image to the index. Contractor will create images from film that are not part of the 1993-present production database.
 - 1.2. Contractor may use US Imaging to create images from microfilm and then incorporate those images into the Clerk-Recorder database.
2. Create historical book inventory, as follows:
 - 2.1. Inventory all Clerk-Recorder historical record books.
 - 2.2. Develop a numbering and organizational methodology for historical record books that will number each historic record book.
 - 2.3. Devise a technique to create and attach bar-code labels to each historical record book.

- 2.4. Work with Clerk-Recorder contact to develop organization technique for storing historical record books in the Clerk-Recorder book racking system.
- 2.5. Add information into the County's asset manager software about each book, including date restored (if possible), details about the book (name, dates etc.) and storage location in the Clerk-Recorder storage racking system.
- 2.6. Create and affix labels for each location in the Clerk-Recorder book storage rack that will have a readable location and a bar-code, corresponding to the books placed there.
- 2.7. Ensure each historical record book is placed on the indicated book storage rack shelf. Adjust/add shelves as necessary.
3. Create, or have created, two complete sets of microfilm, one set for archive storage and one backup set of the Archived microfilm. This task will be accomplished by working with US Imaging to identify which rolls of microfilm need to be created.
4. Create two sets of 500GB USB hard drives of all image and indexing information. One set for archive storage and one set for on-site backup stored at the Clerk-Recorder Office. A third set of 500GB USB Hard Drives will be kept at the US Imaging facility.
5. Deliver archive microfilm and USB hard drives to archive storage vendor (to be selected by the County) and populate the archive storage vendor's indexing system.
6. Deliver USB hard drives to the Clerk-Recorder's office. Store hard drives in existing fire-resistant file cabinets in the Clerk-Recorder Office.
7. Integration of images and indexes into CRIis as described in section 3.5
Integration of index and images (below).
8. Record all new information about actual microfilm and USB hard drives into the Clerk-Recorder's asset manager software.
9. Examine all microfilm, microfiche, books, etc. available from the Clerk-Recorder Office to determine what can be provided to US Imaging to create the following:
 - 9.1. Vital Records index for years an electronic index is not available (1854-1939).
 - 9.2. Records that will allow images to be created of the Vital Records from 1854-1939.
 - 9.3. Official Records electronic index from 1854 to 1918.
10. Review existing procedures in the document scanning and microfilm creation processes in the Clerk-Recorder Office and develop new procedures incorporating industry best-practices that will improve efficiency of the document scanning/microfilm creation processes.
 - 10.1. Procedures will emphasize techniques to assure documents are captured to the correct file number and detail QC processes to be used.
 - 10.2. Hard copy of procedure documentation to be delivered in appropriate binders. Two sets of binders to be delivered.
 - 10.3. Electronic procedure documentation to be provided in Microsoft Word format
11. Microfilm the Electronic Index. Create a "paged view" of the electronic index and create microfilm of the "paged view". The "paged view" can be an electronic image of the index in one page of information at a time. Once the microfilm of

the index is created, it is to be tracked in the Asset manager system. The "paged view" microfilm of the index should be stored in the Archive Facility. One copy of the "paged view" images should be delivered on USB hard drives to the Stanislaus County Clerk Recorder Office. The "paged view" index should be clear and in an easily readable format. Format of the index to be approved by the Clerk-Recorder prior to creation of the microfilm or index books. The microfilm and USB hard disk of the index should be created for each of the following indices:

- 11.1. Official Records 1919-present.
- 11.2. Vital Records 1940 to present
- 11.3. Historical Record Book Index.
- 11.4. Any new indexing added to the US Imaging Contract.
 - 11.4.1. Official Records Index 1854-1818
 - 11.4.2. Vital Records index 1854-1939
12. Working with US Imaging, develop a Project Plan for the Film Conversion Project and submit to the Clerk Recorder for approval.
13. Provide detailed instructions to US Imaging for:
 - 13.1. Imaging naming for each task and type of image processed.
 - 13.2. Indexing requirements for each task.
14. Develop plans for final project review. Plans should include review of US Imaging effort at the end of the US Imaging effort and Project Management effort when project is complete.
15. Provide access to the Clerk-Recorder CRiis vitals index as required by US Imaging to assist them in creating the images for Task 3 Vitals Records Image Conversion.

3.4. Quality control

To ensure highest quality results of the Project, Contractor will inspect 5% of all submitted images from the USB hard drives and visually compare them to the originals. This comparison will include "eyeballing by real human beings" to ensure the submitted images are actually of highest quality, not "machine perfect, but humanly unusable."

Contractor will return all defective images to US Imaging for correction and replacement.

In order to be deemed "acceptable," each image in this sample must be:

1. Equal to or better than the original film, as determined by human inspection.
2. Cropped correctly, including signatures, as determined by human inspection.
3. Fully legible, including signatures, as determined by human inspection.
4. Named correctly.
5. Numbered with the correct document number.
6. Complete, including all pages included.

In addition to the above criteria applied to the 5% sample, Contractor will ensure that all images meet the following requirements:

1. All records are included.
2. Consistent with the naming convention where all file names end in ".xxx" where xxx=zero filled 3 character page count (i.e. file type not in name).
3. Greater than 0 kb (0 KB indicates an error).

4. Imaged in .tif format (“.tif” is not part of the file name).

Contractor will document all QC sample results, specifying:

1. Number of files in the original pool.
2. Number of images viewed (i.e. 5% of total).
3. Number of files deemed acceptable.
4. Number of files not meeting the above criteria.

Contractor will submit QC documentation attesting to samples' meeting these criteria along with the deliverables.

In the event more than 10% of the 5% sample of the lot is found to be defective, Contractor will inform US Imaging that the entire lot must be redone.

3.5. Integration of index and images

As image transfers and indexing are completed, Contractor will be responsible for entering them into the County Recorder information imaging system (CRIis). Indexes and images will be added one year at time as soon as each year is completed and verified by QC. Contractor will verify that images and the index install correctly, that all images have in fact been entered correctly into the CRIis, and that images are linked correctly to the index.

Contractor will correct any defects of this integration.

Contractor will document this verification process, indicating any defects that could not be corrected and the presumed reasons for this defect.

4. Deliverables

The following is a complete list of deliverables covered by this Scope of Work. The Contractor Project Manager will ensure that all deliverables are placed or installed in their proper locations, as follows:

1. Complete archive microfilm set:
 - 1.1. Contractor Project Manager, working with US Imaging and the Stanislaus County Clerk Recorder Contact, will determine the specific rolls of microfilm (existing or new) that will make up the archive set and will specify the rolls to be recreated.
 - 1.2. Best quality available images: either good quality original microfilm or newly created microfilm from digital images for archival preservation.
 - 1.3. Delivered to the archive storage vendor (to be determined).
 - 1.4. Complete microfilm inventory is entered into archive storage vendor's tracking system.
 - 1.5. The microfilm will include complete archive sets of the following:
 - 1.5.1. Official record;
 - 1.5.2. Vital records;
 - 1.5.3. Official record index;
 - 1.5.4. Vital record index; and
 - 1.5.5. Historical book index.
2. Complete backup microfilm set:

- 2.1. Installed into Clerk Recorder microfilm storage cabinets and delivered to the Archive Storage Facility.
- 2.2. A complete inventory of the backup microfilm set with locations of microfilm
- 2.3. Includes the following:
 - 2.3.1. Official records;
 - 2.3.2. Vital records;
 - 2.3.3. Official record index;
 - 2.3.4. Vital record index; and
 - 2.3.5. Historical book index.
3. Complete sets of Images stored on Hard Drives:
 - 3.1. Two complete sets of 500GB hard drives will be created. One set will contain JPEG images and one set will contain TIFF images.
 - 3.2. For each set of images, three copies will be made. One copy will be stored at US Imaging, one copy will be delivered to the Clerk-Recorder Office for an onsite copy. The third copy will be stored at the Contractor's site until the end of the project. At the end of the project, the Contractor will deliver their copy of the Hard Drives to the Archive Storage Facility.
 - 3.3. Each hard drive will be bar coded and entered into Asset Manager.
4. Integration of images into CRIis.
5. Integration of index into CRIis.
6. Asset Manager Software and data.
 - 6.1. Clerk-Recorder will provide space on an existing server, one PC, bar code scanner and printer.
 - 6.1.1. Contractor will provide specs for each item and make recommendations on the specific hardware to be acquired.
 - 6.2. Contractor will install Asset Manager Software on the one PC and database on server.
 - 6.3. Contractor will provide training in how to use the software and manage the database.
 - 6.4. Assets tracked with system.
 - 6.4.1. Official Records - archive and back-up sets:
 - 6.4.1.1. Microfilm
 - 6.4.1.2. Hard Drives
 - 6.4.1.3. Index.
 - 6.4.2. Vital Records - archive and back-up sets:
 - 6.4.2.1. Microfilm
 - 6.4.2.2. Hard Drives
 - 6.4.2.3. Index.
 - 6.4.3. Historical book inventory:
7. Archive set of complete index on microfilm.
 - 7.1. Complete printout or paged view images of index is archived on microfilm for backup.
 - 7.2. Includes:
 - 7.2.1. Official records index;
 - 7.2.2. Vital records index;

- 7.2.3. Historical book inventory (includes all historical record books maintained by the Clerk-Recorder).
 - 7.2.4. Hard Drive Index
 - 7.3. Complete paper copy of the microfilmed index bound in books similar to current Clerk Recorder record books.
 - 7.3.1. Assume County's contracted Book Restoration vendor to bind volumes to match existing books under separate contract.
 - 7.4. Information to be included on index pages to be determined between contractor and Clerk-Recorder contact.
- 8. Create plan to maintain microfilm/hard drives/historical record books.
 - 8.1. Develop plan based on industry specifications (AIM/ANSI/etc., to be determined).
 - 8.2. Detail record sampling procedure to determine if maintenance is required: how many items to inspect, frequency, criteria.
- 9. Create vital records update plan (required as jacketed microfilm no longer used):
 - 9.1. How to incorporate changes into official archive and how many changes before creating a new film role; and
 - 9.2. Interim steps: either use DVDs/hard drives/record changes/amendments on microfilm/ or other technique.

T# 27201

Attachment D

CRITERIA FOR SOLE SOURCE/SOLE BRAND

RECEIVED

OCT 28 2010

A. FACTORS WHICH MAY BE APPLICABLE

GENERAL SERVICES AGENCY

Respond specifically to each question below in preparing a justification.

1. If the product requested is one-of-a-kind item, provide background information on how this was determined.

The Clerk-Recorder Department has a production software system in place, CRiis, which was *designed, manufactured, integrated and installed by AtPac.*

AtPac remains the current support for the system. The Film Conversion project will produce imaging and indexing information which must be compatible with the existing production software system, CRiis. AtPac is the sole vendor which can assure the Clerk-Recorder that the data produced as part of the Film Conversion project will be seamlessly integrated into the production Clerk-Recorder system.

2. Provide information on why a particular product and/or vendor was chosen.

We have selected AtPac to provide project management of Phase II of the Film Conversion Project for the following reasons:

- a) **AtPac has been the original Stanislaus County Clerk-Recorder software (CRiis) vendor since 1993. The film conversion images and indexing data must integrate seamlessly with the CRiis software. AtPac is the sole vendor with the skill and knowledge to accomplish the integration.**
- b) **The indexing of the film conversion images must convert readily into the Clerk Recorder CRiis indexing system.**
- c) **AtPac developed the initial scope of work for the Film Conversion Project and provided input on the evaluation of the film conversion vendors.**
- d) **AtPac designed the data and hardware structure of the Clerk Recorder CRiis production software system and is unsurpassed at management of the creation of the image and indexing data.**
- e) **AtPac designed the data and hardware structure of the Clerk Recorder CRiis production software system and is *unequaled at seamlessly integrating and installing* the image and indexing data into the Clerk Recorder hardware and software system.**

3. Provide information on other vendors that were contacted and why they can not provide the requested product. Is the selected vendor also the manufacturer?

AtPac will be performing two primary functions. First AtPac will manage creation of the data by US Imaging. Second AtPac will integrate and install that data into the existing CRIis production software system.

The project management of the integration and installation of the new images and indexing data are unique to the current CRIis production software system.

The AtPac specific integration and installation skills and knowledge are required to provide support to add this additional data in a format that is compatible with the existing data and reduces the risk of losing unique official record data and is critical to the success of this sensitive operation.

To assure the data is compatible, it is essential the project management be purchased from and conducted by AtPac. No other vendor can provide the integration of the images and indexing into Clerk-Recorder software system which is the major function of the project manager of Phase II of the Film Conversion Project.

4. If unique features are required to successfully perform the required function, identify what those features are and why they are required. BE SPECIFIC.

AtPac will be performing two primary functions. First AtPac will manage creation of the data by US Imaging. Second AtPac will integrate and install that data into the existing CRIis production software system.

The project management of the integration and installation of the new images and indexing data are unique to the current CRIis production software system.

The AtPac specific integration and installation skills and knowledge are required to provide support to add this additional data in a format that is compatible with the existing data and reduces the risk of losing unique official record data and is critical to the success of this sensitive operation.

The Clerk Recorder hardware and software system would be jeopardized by the use of a new vendor. The potential for "finger pointing" increases dramatically when one company is not responsible for the entire project.

5. Provide information on other models available and why they were rejected. Provide brand name, model, vendor name, date and name of each person contacted.

The sole vendor that can ensure both the image and indexing data is created accurately and integrated seamlessly into the current Clerk-Recorder CRIis software is AtPac. AtPac will be managing the Film Conversion vendor, US Imaging, to verify the images and indexing are correctly formatted and then will integrate those images and index into the CRIis software.

B. FACTORS WHICH DO NOT APPLY

The following factors should not be included in your sole source/sole brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for a product of vendor.
2. Cost, vendor performance, local service, maintenance, and delivery (these are award factors in competitive bidding).
3. Features which exceed the minimum department requirements, e.g. heavy duty.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique features."
5. The statement "no substitutions" will not be considered without completion of the "Justification for Sole Source/Sole Brand" form.

If you need assistance in completing this justification for sole source/sole brand form, please contact the Purchasing office at 525-6319.

COUNTY OF STANISLAUS JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND

Requisition Number: _____

Dated: October 27, 2010

Item: Film Conversion Project (Management / Data Creation) Sole Source

- Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.
- Sole Brand: Various Vendors can supply the specified model & brand, and competitive bids will be solicited for the brand requested only.

Refer to the instructions on the back of this form for required criteria before completion.

JUSTIFICATION: (Attach additional sheets, if necessary)

AtPac, as the Stanislaus County Clerk-Recorder hardware integrator and production software supplier, is uniquely qualified to manage and integrate this project. By selecting AtPac as the project manager and data integrator of this effort, the Clerk-Recorder dramatically increases the seamless and successful completion of the project without damage to or loss of critical and unique data. AtPac's familiarity with the structure of current Clerk-Recorder data is critical to the success of this project. AtPac is also familiar with how the data needs to be formatted so that it will work in conjunction with our current hardware and software.

CERTIFICATION:

I am aware of the requirements set forth in the County's Purchasing Policy & Procedures Manual for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered technical information and have made a concerted effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for sole source/sole brand meets the County's criteria and is accurate.

This form was completed by:

Marvin R. Hackett

NAME

Clerk Recorder / 525-5286 or 525-5211

DEPT/DIVISION REPRESENTATIVE/PHONE

DEPARTMENTAL
APPROVAL:

[Signature] October 27, 2010
DIRECTOR (or Authorized Rep.)/Date

PROCUREMENT
APPROVAL:

[Signature]
PURCHASING AGENT APPROVAL

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

BOARD OF SUPERVISORS

2011 JAN 20 P 12:42

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and US Imaging, Inc., a Michigan corporation authorized to conduct business in the state of California ("Contractor") as of Jan 18, 2011.

Recitals

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects as set forth in County's Request for Proposal #10-14-CB; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors

utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided,

however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or

subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
General Services Agency
Attn: Purchasing Agent
PO Box 3229
Modesto, CA 95353-3229

To Contractor: US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and

executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

US IMAGING, INC.

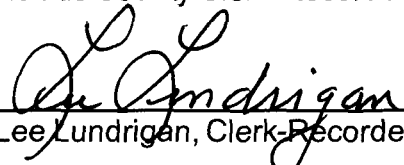
By: 
Keith D. Boggs, Deputy Executive Director
GSA Director, Purchasing Agent

By: 
Scott Robinson, President/CEO

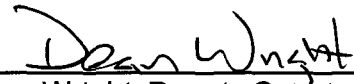
"County"

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

By:  Jan 18-2011
Lee Lundrigan, Clerk-Recorder

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Dean Wright, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Mstr Agmt.wpd

**US IMAGING, INC.
PROJECT NO. 2010-001**

BOARD OF SUPERVISORS

2011 JAN 20 P 12: 42

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Independent Contractor Services (the "Master Agreement") made and entered into by and between the County of Stanislaus ("County") and US Imaging, Inc. ("Contractor"), as of Jan 18, 2010, 2011

B. Scope of Work

The Contractor shall convert existing microfilm records into digital images on behalf of County's Clerk-Recorder's Office (Clerk-Recorder) as set forth in more detail in Appendix A – Film Conversion Project (Phase II) Scope of Work. The Clerk-Recorder will manage the film conversion project through AtPac, Inc., who will act as the Film Conversion Project Manager and provide the day-to-day direction to Contractor.

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #10-14-CB; the Contractor's responding proposal which includes a pricing proposal dated June 2, 2010; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with the Master Agreement and this project, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in the Master Agreement, then in such case, the terms and conditions shall control in this order: 1st, the Master Agreement, 2nd, this Project 2010-001, and 3rd the RFP.

C. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement in accordance with Contractor's pricing proposal dated June 2, 2010 and attached hereto as Appendix B which sets forth the detailed pricing for each of the six (6) tasks.

Contractor shall submit invoices to County upon completion of each project and County's acceptance of deliverables resultant from each project. All such invoice shall be sent to County at:

Lee Lundrigan, Clerk-Recorder
Stanislaus County Clerk-Recorder's Office
1021 I Street, Suite 101
Modesto, CA 95354

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$2,500,000.00 over the Initial Term of this Project as defined in paragraph D below, including, without limitation, the cost of any subcontractors, Contractors, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. TERM

The term of this Project 2010-001 shall be from Jan. 18, 2011, ~~2010~~ through Jan. 17, 2013, ~~2012~~ (the "Initial Term") unless otherwise terminated as provided below. This Project will not automatically renew but may be renewed for four (4) additional one-year terms (each a "Renewal Term") by mutual, written agreement of the parties. An extension of the term of this Project will be made through an amendment. In no such case shall the renewal extend beyond six (6) years from the beginning of the Initial Term of this Project.

E. REPRESENTATIVES

The County's Project Managers with respect to this Project No. 2010-001 shall be:

County:	County's Contracted Project Mgr	Contractor:
Lee Lundrigan	Wayne Long	Scott Robinson
Clerk-Recorder Department	AtPac, Inc.	US Imaging, Inc.
1021 I Street, Suite 101	13300 New Airport Road, Suite 101	400 S. Franklin St
Modesto, CA 95354	Auburn, CA 95602	Saginaw, MI 48607
(209) 525-5211 Direct	(800) 845-7518	989-714-9700
lundril@stancounty.com	wayne@egovinc.com	srobinson@us-imaging.com

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. 2010-001 as of Jan. 18, 2011, 2010.

COUNTY OF STANISLAUS

US IMAGING, INC.

By: 

Keith D. Boggs, Deputy Executive Director
Interim GSA Director, Purchasing Agent

"County"

By: 

Scott Robinson, President/CEO

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

By: 

Lee Lundrigan, Clerk-Recorder

Jan 18-2011

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Dean Wright, Deputy County Counsel

FILM CONVERSION PROJECT (PHASE II)

1. OVERVIEW

- 1.1. The Stanislaus County Clerk-Recorder (“Clerk-Recorder”) is entering into a contract with US Imaging to convert existing microfilm records into digital images. The following provides the detailed scope of work that US Imaging will perform. The Clerk-Recorder will manage the film conversion project through another company, AtPac Corporation (AtPac), who will provide the day-to-day direction to US Imaging. The Clerk-Recorder will also maintain a primary contact during the course of this project.
- 1.2. This project consists of six distinct tasks that are detailed below. The Film Conversion Project Manager will work with the Clerk-Recorder contact to provide direction to US Imaging for the priority on which task to complete first.
- 1.3. Other film conversion or indexing scope may be identified during this project. If other scope is identified, it will be added to the contract as additional tasks.

2. DELIVERABLES

- 2.1. US Imaging shall be responsible for the following deliverables as defined below. All deliverables to be made to AtPac Corporation, 13300 New Airport Road, Suite 101, Auburn, CA 95602. Electronic delivery of items must be approved prior to submission:
 - 2.1.1. Project work plan as described in Section 6; Project Work Plan.
 - 2.1.2. Bi-monthly reports as described in Section 3.2.5 and 3.2.6.
 - 2.1.3. All delivered images must meet the county requirements as described in Section 5; County Image Quality Requirements.
 - 2.1.4. Grayscale images delivered on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Three (3) sets of USB hard drives are to be produced. One set is to be kept by US Imaging. Two sets are to be delivered to AtPac. Images and costs associated with producing the images must be separated by task as follows. Further instruction on directory structure of images for each task will be provided by the Film Conversion Project Manager.
 - 2.1.4.1. Task 3 - Official Records Image Conversion: 1980 to 1993
 - 2.1.4.2. Task 4 - Official Records Image Conversion: 1854 to 1979
 - 2.1.4.3. Task 5 - Vital Records Image Conversion: 1940-1993
 - 2.1.5. Bi-tonal TIFF Images delivered on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Three (3) sets of USB hard drives are to be produced. One set is to be kept by US Imaging. Two sets are to be delivered to AtPac.. Images and costs associated with producing the images must be separated by task as follows. Further instruction on directory structure of images for each task will be provided by the Film Conversion Project Manager.
 - 2.1.5.1. Task 3 - Official Records Image Conversion: 1980 to 1993
 - 2.1.5.2. Task 4 - Official Records Image Conversion: 1854 to 1979
 - 2.1.5.3. Task 5 - Vital Records Image Conversion: 1940-1993
 - 2.1.6. One complete set of Archive Quality Bi-tonal TIFF Images to be produced on microfilm for each task listed below. It is preferred for the microfilm to be 16mm; however, if the

size of the image dictates the use of 35mm film, the Film Conversion Project Manager must be notified prior to film being produced. See Section 4.7; Task 6 for Details. Costs associated with producing the microfilm for each different task must be reported separately.

- 2.1.6.1. Task 3 - Official Records Image Conversion: 1980 to 1993
- 2.1.6.2. Task 4 - Official Records Image Conversion: 1854 to 1979
- 2.1.6.3. Task 5 - Vital Records Image Conversion: 1940-1993
- 2.1.7. Indexing data as described in Section 4.2; Task 1 - Official Record Index – 1980 to 1993 and Section 4.3; Task 2 - Official Record Index – 1919 to 1979, must be provided on USB hard drives, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response. Indexing data and costs associated with producing the index must be separated and reported by task as follows. Further instruction on directory structure of each task will be provided by Film Conversion Project Manager.
 - 2.1.7.1. Task 1 - Official Records Index: 1980 to 1993
 - 2.1.7.2. Task 2 - Official Records Index: 1919 to 1979

3. MANDATORY REQUIREMENTS

3.1. General Requirements

- 3.1.1. US Imaging will identify a project manager and will notify both the Film Conversion Project Manager and the Clerk-Recorder contact with the name and contact information of that individual.
- 3.1.2. US Imaging will finalize a project plan as described in Section 6 and review the project plan with the Film Conversion Project Manager and the Clerk-Recorder contact.
- 3.1.3. Major steps in the film conversion project are:
 - 3.1.3.1. Requirements review with the Clerk-Recorder contact and Film Conversion Project Manager.
 - 3.1.3.2. Finalization of Project Plan(s)
 - 3.1.3.3. Arrangement/scheduling of US Imaging for on-site scanning.
 - 3.1.3.4. US Imaging delivers initial production samples to Film Conversion Project Manager for evaluation and validation. Sample should represent about 5% of project or an amount agreed to by Film Conversion Project Manager, US Imaging and Clerk-Recorder contact. Sample should include all tasks US Imaging is responsible for.
 - 3.1.3.5. Clerk-Recorder approval for each task prior to continuation of that particular film conversion project task.
 - 3.1.3.6. Periodic deliveries of images and index data for each task, delivered at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response to the Film Conversion Project Manager (AtPac).
 - 3.1.3.7. Completion of all deliveries required by each task.
 - 3.1.3.8. Return of Clerk-Recorder source material, data and copies to Film Conversion Project Manager.
 - 3.1.3.9. Final review of film conversion project with US Imaging by Film Conversion Project Manager and Clerk-Recorder contract.
- 3.1.4. Clerk-Recorder contact and Film Conversion Project Manager require an email report from US Imaging due on the 15th of each month covering from 1st of each month through the 14th of each month showing progress versus goals for that time period. Report should also include open issues not resolved and any new issues needing a resolution. The Film Conversion Project Manager will provide a template for this report.

- 3.1.5. County and Project Manager require a written form report from US Imaging on the last day of each month covering from 15th of each month through the last day of each month showing progress versus goals for that time period. Report should also include open issues not resolved and any new issues needing a resolution. Financial information on price of the work completed during the entire month must be included in the end of month report. The Film Conversion Project Manager will provide a template for this report.
- 3.1.6. US Imaging agrees to conference calls when required to discuss status of the film conversion project.
- 3.1.7. County microfilm and books are not to be sent offshore for processing.
- 3.1.8. Images are to be delivered on USB hard drives on a regular basis or at least at the end of Stage 1, 2, and 3 as specified in the US Imaging RFP Response by task. Delivered images should include a scanning log that describes the following:
 - 3.1.8.1. Number of film types scanned, reels of each size, sheets of each type of microfiche
 - 3.1.8.2. Number of documents and pages scanned
 - 3.1.8.3. Number of retakes with explanation of why retakes were needed
 - 3.1.8.4. Any issues identified during scanning
 - 3.1.8.5. Missing images identified
 - 3.1.8.6. Quality control statistics
- 3.1.9. Film Inspection & Maintenance
 - 3.1.9.1. Microfilm/microfiche/jacketed microfilm must be cleaned, if necessary, to minimize the amount of dust particles on the film prior to scanning.
 - 3.1.9.2. If diazo copies are interfiled with silver film, the diazo film must be stored separately. US Imaging will identify any problems discovered during their inspection of the film and film archive and will provide the details to the Film Conversion Project Manager.
- 3.1.10. Image File Naming. The naming of files should match the indexing for the documents at the time they were recorded. In general, the image naming will be by either book/page or year/document number. The general format for the file name is: YYYYFNNNNNNMM.PPP Where YYYY is the year of recording, F is the form type, NNNNNNN is a zero filled document series number or book/page number, MM is always 00, and PPP is the zero filled number of pages in the document. The Project Manager and the Clerk-Recorder contact will work with US Imaging to assure images are numbered correctly.
 - 3.1.10.1. Form Types. Form types identify the different types of document. Each type of document has a different Form Type. The following are the form types:
 - 3.1.10.1.1. Form type 1 – birth records
 - 3.1.10.1.2. Form type 2 – fetal death records
 - 3.1.10.1.3. Form type 3 – death records
 - 3.1.10.1.4. Form type 4 – marriage records
 - 3.1.10.1.5. Form type 6 – confidential marriage records
 - 3.1.10.1.6. Form type 9 – official records
 - 3.1.10.1.7. Form type F – Fee Books
 - 3.1.10.1.7.1. For Form type F – Fee Book records, the NNNNNNN is the consecutive number of the pages in the book. For Fee Books that have two book pages as “one index page”, those two pages should be combined into one multi-page record.
- 3.1.11. All images must meet the county image quality requirements as described Section 5; County Image Quality Requirements. If images do not meet these requirements, they will be rejected as not being completed.

- 3.1.12. Retakes (re-scans) - All re-scans must have Film Conversion Project Manager approval before re-scans can start. US Imaging must provide a list of re-scans and reason for re-scan. Unacceptable images from film must be re-scanned and adjustments are to be made to provide optimum legibility. US Imaging must provide a report of each image that is re-scanned and must include the year, book and page number of re-scanned image. Note: The quality of the film dictates the retake/re-scan not the original film scan.
- 3.1.13. Images must be inspected for sequential order, missing pages, duplicate pages, and/or added pages and image quality. Particular attention is to be given to the legal description, signatures, time/date stamps and document number (year-instrument or Book/page numbers) during this process. Must ensure that all images on the roll were captured, all amendments are included and electronically stapled to Vital Record documents. If any part of the image is illegible, it must be flagged as a retake/re-scan and must be re-scanned at different settings. All retake/re-scans must be approved by Film Conversion Project Manager prior to the retake/re-scan.
- 3.2. Page Audits – Each roll of film (or sheet of microfiche) must be checked to ensure that the number of images exactly matches the number of frames on the supplied film roll.
- 3.3. Amendments (additional pages, vital records only) -- During auditing, US Imaging must look for inserted or amendment pages and attach these pages to the original document. During the film conversion process, an electronic index of the original records will be made available to locate the original record.
- 3.4. Electronic stapling (multi-page document output) - Pages must be grouped together as documents and saved as a multi-page TIFF with the original documents name provided from county current book index or computer index. This item must be discussed with county and Film Conversion Project Manager as part of the Contractor project plan creation.
- 3.5. Sync Confirmation - After electronic stapling and addition of inserted or amendment pages, county requires all records to be in correct order. If an error is found, all images must be corrected. If errors are located in your index data or the images the Film Conversion Project Manager and county contact must be e-mailed immediately.
- 3.6. Contractor Backup Protection – Contractor is to maintain a copy of all images and indexing completed until the project is finished. These images can be maintained on the 500GB USB hard drives that the Contractor will keep during the project.
- 3.7. One complete, archive quality set of film must be generated - either from existing film or images from the digital conversion process. The archive set of microfilm must not have any splices. The film will be shipped to the Film Conversion Project Manager for verification of work from US Imaging. US Imaging will work with the Film Conversion Project Manager to determine which rolls need to be produced. An additional copy of the complete microfilm set in shall be generated – either from existing film or images from the digital film conversion project. This secondary set, a backup set, will also be stored at the Archive Facility.
 - 3.7.1. All microfiche sheets, jacketed microfilm must be converted into rolls of microfilm. The rolls of microfilm can be created from the images produced as part of this project.

4. SCOPE OF WORK

- 4.1. Stanislaus County Clerk-Recorder will be converting “official record documents” to digital images and the “official records index” to an electronic index. Both of these items are currently on microfilm and microfiche. The records cover the years from 1854 to 1993. In addition, vital record documents from 1940 to 1993 will be converted. Additional film conversion and indexing projects may be identified and can be added to this contract as additional Tasks.
- 4.2. The general process that will take place for each task is:

4.2.1. Stage 1 – Pilot and Capture Images.

- 4.2.1.1. US Imaging will travel to either the AtPac facility in Auburn California or the Stanislaus County Clerk-Recorder Office in Modesto California to scan the records. US Imaging will scan either books or microfilm, whichever produces the best digital images. Images will be scanned at 300 DPI grayscale images and stored in the JPEG compression format.
- 4.2.1.2. US Imaging will process the pilot set of images and deliver them to the Film Conversion Project Manager for evaluation. This pilot process is to verify the process US Imaging is using to create the images. US Imaging must wait for approval from the Film Conversion Project prior to continuing with the task.
- 4.2.1.3. Inspection – Prior to capturing images, US Imaging will inspect the various types of film for splices and consistency to determine the best scanning settings. All film media will be cleaned, if necessary, prior to scanning.
- 4.2.1.4. Image Delivery – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.2.2. Stage 2 – Inspect and Report

- 4.2.2.1. US Imaging will perform the following processes on each of the images scanned
 - 4.2.2.1.1. **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8 digit number and stored in folders named by the document type and roll number.
 - 4.2.2.1.2. **Automatic Image Enhancement** – Each TIFF image will be automatically de-skewed and solid black borders will be removed for optimum file compression.
 - 4.2.2.1.3. **Image Inspection #1** – Each image will be visually inspected as a 12 inch Wide by 16 inch High image on a 20 inch portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, “A” pages, retakes and image quality. Particular attention is to be given to the party names, legal description, signatures, time-date stamps and Book-Page numbers during this process. If any part of the image is considered illegible it is to be added to the Poor Quality Image Report. The problems to be identified are image too dark, image too light, A page, poor original, out of order & microfilm retake.
 - 4.2.2.1.4. **Poor Quality Image Report** – US Imaging will provide a report on the USB Hard Drive of single page TIFF images in HTML format that identifies the Roll #, Image # and reason why it has been identified as a poor quality image (light, dark, blurry, poor original, missing, duplicate, out-of-order, microfilm retake or A Page). The HTML file will contain a hyperlink that will retrieve the TIFF image from the USB Hard Drive and display it in the image viewer on any computer. The poor quality image report will identify the exact number of poor quality images so the Film Conversion Project Manager can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.
 - 4.2.2.1.5. **Missing Pages** – When a missing page is located, US Imaging will e-mail the Film Conversion Project Manager and the Clerk-Recorder representative. The Film Conversion Project Manager will inform US Imaging how the missing page is to be handled. Missing pages that are replaced will be identified as “Missing and Replaced”, pages that cannot be located will be identified as “unavailable”. Unavailable pages will have an “Unused Page #” flyer inserted

in their place to keep the total number of scanned images in sync with the total number of recorded pages. Each missing page will be charged as a rescan.

- 4.2.2.1.6. **Excess Border Removal** – Due to certain camera backgrounds, page sizes, scratches on film and film formats, the automatic crop included in automatic cropping may leave large white borders, black borders, black lines and shadows on the images. Excess Border Removal will be performed by individual operators to provide a more accurate original page size, fewer bytes per image and better performance of the Clerk-Recorder system and overall appearance of every image. US Imaging will ensure that no data or marginal notations are removed during this process.
- 4.2.2.1.7. **USB Hard Drives** – US Imaging will copy all single page TIFF images and the Poor Quality Image Report onto three (3) sets of external 500GB USB Hard Drives. Two (2) sets of hard drives will be shipped to the Film Conversion Project Manager for review and on-site backup. One (1) set will be stored at US Imaging for enhancing, indexing and and can be used as the US Imaging image backup. All Hard Drives and images are the exclusive property of Stanislaus County and will not be reproduced or distributed to any person or entity without written permission from the Stanislaus County Clerk-Recorder.
- 4.2.2.1.8. **Image Delivery** – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.2.3. **Stage 3 - Enhancement & Document Grouping.**

- 4.2.3.1. **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the Film Conversion Project Manager and the Clerk-Recorder contact do not believe the images meet the County Image Quality Requirements as specified in Section 5, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- 4.2.3.2. **Document Grouping** – After all enhancement has been completed, individual pages will be manually inspected, combined and saved as documents. The document grouping process will be automated, if possible, to reduce cost.
- 4.2.3.3. **Image Inspection # 2** – During Document Grouping, each image will be visually inspected a second time at 50% larger than the originally recorded 8.5" x 11" pages. Each image will be checked for sequential order, missing pages, duplicate pages, "A" pages, microfilm retakes and legibility. Particular attention will be given to party names, legal descriptions, signatures, time-date stamps and stamped numbers during this process. Any Poor Quality images that are located will be added to Poor Quality Image Report # 2.
- 4.2.3.4. **Poor Quality Image Report # 2** – This Report will only list Poor Quality images that were identified during the second Image Inspection. This Report will be copied to the hard drive of single page TIFF images for inspection and approval.
- 4.2.3.5. **Formatting and Naming of Images** – US Imaging will format and name the images as specified by the Film Conversion Project Manager. The formatting of the images will be determined and agreed to between the Film Conversion Project Manager and US Imaging. Naming of the images should follow the general format specified in Section 3.1.10 Image File Naming but exact naming convention must be

approved by the Film Conversion Project Manager prior to final naming of the images and indexes.

4.2.3.6. **USB Hard Drives** – All formatted documents will be copied to three (3) sets of external 500GB USB Hard Drives. Two (2) sets of Hard Drives will be shipped to the Film Conversion Project Manager for review and on-site backup. One (1) set of Drives will be stored at US Imaging for off-site backup. All Hard Drives of images and indexes are the exclusive property of Stanislaus County and will not be reproduced or distributed to any person or entity without written permission from Stanislaus County Clerk-Recorder.

4.2.3.7. Image Delivery – Images will be provided to the Film Conversion Project Manager on 500 GB hard drives. Images must be provided at least at the end of each stage.

4.3. Task One (1) Official Records Index, 1980 To 1993

4.3.1. US Imaging is to generate an electronic index for official records for the time period of 1980 to 1993 from Fee books for each of those years. The indexing information is on rolls of 16mm microfilm that must be duplicated in electronic format. Indexing can occur after the digital images are created as part of the microfilm conversion project. US Imaging must include indexing plan in the overall Project Plan. Indexing is to be performed by two separate indexing teams. Indexing from the teams will be compared, can be done electronically, and any discrepancies will be resolved by a third team. The following lists the general indexing requirements. A sample, 5% or amount agreed to with Film Conversion Project Manager, of the two different time periods as specified in Section 4.3.1.2 and 4.3.1.3 must be provided to the Film Conversion Project Manager for approval prior to continuing with the indexing project. Any issues with indexing must be brought to the Film Conversion Project Manager and the Clerk-Recorder contact immediately.

4.3.1.1. The fields mentioned in each type of official records shall be indexed if such information is provided on the copy of the index.

4.3.1.2. Indexing fields for official records from 1986 to 1993

- 4.3.1.2.1. Record Year
- 4.3.1.2.2. Record Date
- 4.3.1.2.3. Doc Number
- 4.3.1.2.4. Document Type
- 4.3.1.2.5. Grantor (May be multiple for each record)
- 4.3.1.2.6. Grantee (May be multiple for each record)

4.3.1.3. Indexing fields for official records from 1980 to 1985

- 4.3.1.3.1. Record Year
- 4.3.1.3.2. Record Date
- 4.3.1.3.3. Doc Number
- 4.3.1.3.4. Document Type
- 4.3.1.3.5. Book/Volume
- 4.3.1.3.6. Page
- 4.3.1.3.7. Grantor (May be multiple for each record)
- 4.3.1.3.8. Grantee (May be multiple for each record)

- 4.3.1.4. Exact format for indexing data will be provided by the Film Conversion Project Manager (AtPac) during the planning stage of the project.
- 4.3.1.5. The cost associated with this task must be kept and reported separately.

4.4. Task Two (2) Official Records Index, 1919 To 1979

4.4.1.1. US Imaging is to generate an electronic index for official records for the time period of 1919 to 1979 from Fee books for each of those years. The indexing information is on rolls of 16mm microfilm that must be duplicated in electronic format. Indexing can occur after the digital images are created as part of the microfilm conversion project. US Imaging will produce a sample set of indexing to assure the indexing and data format are acceptable. The sample index should follow the indexing specified in Section 4.4.2 or if a different format is to be used it must be specified by the Film Conversion Project Manager and documented in the Film Conversion Project Plan. The sample set will include 5% of the data to index or an amount agreed to by the Film Conversion Project Manager. Once the indexing data format is verified, US Imaging will be able to continue with the indexing tasks. US Imaging must include indexing plan in the overall Project Plan. Indexing is to be performed by two separate indexing teams. Indexing from the teams will be compared, can be done electronically, and any discrepancies will be resolved by a third team. All costs associated with this task must be kept and reported separately.

4.4.2. Indexing fields for official records from 1919 to 1979

- 4.4.2.1. Record Year
- 4.4.2.2. Record Date
- 4.4.2.3. Document Number
- 4.4.2.4. Document Type
- 4.4.2.5. Book/Volume
- 4.4.2.6. Page
- 4.4.2.7. Grantor (May be multiple for each record)
- 4.4.2.8. Grantee (May be multiple for each record)

4.4.3. Specific data format will be resolved during the Project plan development portion of the task.

4.5. Task Three (3) Official Records Image Conversion, 1980 To 1993

4.5.1. US Imaging will convert microfilm/microfiche records for the time period of 1980 to 1993. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is working. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified to working as desired, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must provide detailed plan to accomplish this task in the Project Plan.

4.5.2. All costs associated with this task must be kept and reported separately.

4.6. Task Four (4) Official Records Image Conversion: 1854 To 1979

- 4.6.1.** US Imaging will convert microfilm/microfiche records for the time period of 1854 to 1979. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is working. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified to working as desired, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must provide detailed plan to accomplish this task in the Project Plan.
- 4.6.2.** All costs associated with this task must be kept and reported separately.

4.7. Task Five (5) Vital Records Image Conversion: 1940-1993

- 4.7.1.** US Imaging will convert microfilm/microfiche records for the time period of 1940 to 1993. US Imaging shall provide a representative sample of document images and provide those images to the Film Conversion Project Manager to verify the image conversion process is acceptable. The images provided must include both JPEG and enhanced TIFF images per the naming convention defined by the Film Conversion Project Manger. Once the image conversion process is verified, the Film Conversion Project Manager will provide authorization to US Imaging to proceed with the conversion effort. Images from microfilm must initially be converted into a grey scale JPEG format. Grey scale images must be used for required enhancements of images to meet Section 5; County Image Requirements and then converted into a bi-tonal TIFF Group IV format for storage in the Clerk-Recorder's production image system. US Imaging must include detailed plans for this task in the Project Plan.
- 4.7.2.** All costs associated with this task must be kept and reported separately.

4.8. Task Six (6) New Archive Microfilm

- 4.8.1.** US Imaging will work with the Film Conversion Project Manager to determine condition of the archive microfilm. From this collaboration the exact rolls of microfilm that will need to be created will be determined. Once the exact rolls are determined, US Imaging is to produce those rolls from the enhanced images that were developed in the film conversion task.
- 4.8.2.** The archive set of microfilm should be 16 mm unless the images are too large to place on a 16 mm roll. If the images are too large for 16 mm film, the US Imaging is to contact the Film Conversion Project Manager and inform them the rolls impacted. Once approved by the Film Conversion Project Manager, US Imaging can proceed with creating the 35 mm film.
- 4.8.3.** The archive set of microfilm is to be placed on archive standard microfilm.

- 4.8.4. In addition to the archive set of microfilm, an additional backup set of microfilm will be put together for use as a working copy in the Clerk-Recorder Office. The Film Conversion Project Manager will determine what, if any, additional rolls of microfilm need to be produced and inform US Imaging of the rolls that need to be duplicated. Duplicated rolls for the working copy will be in the daizo format.
- 4.8.5. Miscellaneous rolls of film may need to be produced during the film conversion project. The Film Conversion Project Manager will inform US Imaging of any additional miscellaneous rolls of microfilm that need to be produced and the type of microfilm to be used.
- 4.8.6. All costs associated with this task must be kept and reported separately.

5. COUNTY IMAGE QUALITY REQUIREMENTS

- 5.1. It is the Clerk-Recorder's desire to receive all images in perfect or near perfect condition. All images must be clear, clean, de-skewed, de-speckled, and cropped for optimum image quality, no dark edges, etc. All images must be generated in 300dpi, and be imaged in portrait mode unless agreed to otherwise by the county, Film Conversion Project Manager and Contractor. If images do not meet these requirements, they will be rejected as not being completed.
- 5.2. US Imaging will identify complexities in the film conversion process and provide acceptable solutions in the project plan. Any complexities not identified in the Project Plan will need to be identified to the Film Conversion Project Manager as soon as they are identified and a solution to address the complexity proposed. The Film Conversion Project Manager will approve the proposed technique to address the issue prior to the technique being used by US Imaging. Some complexities are defined below:
 - 5.2.1. Variation in film-image, print, document size or orientation that may require image-to-image cropping, rotation, or changes in resolution.
 - 5.2.2. Variation within individual reels of film position and/or reduction ratio that are deemed to require image-to-image cropping, rotation, or changes in resolution.
 - 5.2.3. Microfilm frames that overlap or that have uneven spacing and require custom handling at scan time.
 - 5.2.4. Anomalies or irregularities, including those noted in film head of the reel information or targets that require custom handling at scan time.
 - 5.2.5. De-skewing of images of documents that may not have been photographed square to the microfilm camera aperture.
 - 5.2.6. Suppression of print show-through, printing, and other marks that may interfere with the legibility of front-of-sheet printing.
- 5.3. Polarity - The polarity of the delivered images shall be positive appearing (i.e., background is white and printing is black).
- 5.4. Rotation – In the delivered digital image, the top of the original document shall appear at the top of the display screen, regardless of the orientation of the document in the film frame. Note that “right side up” for printed matter is defined as “the top of the document page” (portrait mode).
- 5.5. Cropping – The following requirements shall apply for cropping of specified frames:

- 5.5.1. Cropping - Without affecting the actual document image, each page image may need to be cropped in order to create an image that represents the original page size (8.5" x 14", 8.5" x 11", 8.5" x 5.5", etc.). All borders (black or white) around the original image must be completely eliminated or at least reduced to a minimum size.
- 5.5.2. Vital records may contain multiple images on the same page and shall be captured such that each document is a separate file unless the other pages are an amendment to another document. Amendments shall be electronically stapled to the original (i.e., if a record consists of only the page necessary to make the certificate it shall be image as one file; however, if a records consist of more than one page, such as an original and an amendment, then the file shall contain both images.) Some vital records have sealing notices over the original certificate. That original certificate shall not be reproduced; however, there must be some indication as to why that certificate was not filmed by reference to the sealing notice and the certificate number must be noted and accounted for.

5.6. Formats and Compression

- 5.6.1. All images must be digitized at 300 dpi greyscale in order to assure that all symbols, italic text, and other fine details are digitized. After the images are enhanced (i.e. crop, adjust contrast, rotate, etc.) it is to be converted to bi-tonal TIFF images. This process will be detailed in the Film Conversion Project Plan.
- 5.7. A quality control program in accordance with the requirements for accuracy and delivery shall be initiated, documented, and maintained throughout the life of this contract. US Imaging shall document all quality control procedures, including actions taken to correct any problems, and submit a quality control report along with (or as part of) the scanning log with each delivery to the Film Conversion Project Manager. This quality control report must enumerate and describe actions taken. The quality control program must be detailed in the Film conversion Project Plan.

6. PROJECT WORK PLAN

- 6.1. The Film Conversion Project Manager, the Stanislaus County Clerk-Recorder representative and US Imaging will discuss the requirements of the project in detail for inclusion in the Project Plan to govern this project. The project plan will be prepared jointly by US Imaging and the Film Conversion Project Manager.
- 6.2. The project plan must include all significant items of this Project. Special emphasis should be placed on procedures to complete work and maintain the best image quality. US Imaging must provide and maintain the Project Work Plan throughout the project. The following paragraphs are some items that should be addressed in the project plan.
 - 6.2.1. Inspection of film by US Imaging.
 - 6.2.2. US Imaging shall work with the Film Conversion Project Manager to develop the Film Conversion Project Plan and for scheduling of all project tasks.
 - 6.2.3. Quality control procedures and processes.
 - 6.2.4. The Project Work Plan must include the details for the project. This detail must describe each task required to complete the project. The Project Work Plan must include projected time for completion of intermediate tasks, all deliverable(s), and review/approval periods.

- 6.2.5. Discuss the 5% sample to be provided to the Film Conversion Project Manager along with time frame for when the 5% will be completed. The 5% sample can be a different sample amount if agreed to by US Imaging, the Film Conversion Project Manager and the Clerk-Recorder contact.
- 6.3. After the project plan has been developed, the Contractor will complete a small portion, about 5%, of the work under each task and submit to the Film Conversion Project Manager to determine quality of the work product. The Film Conversion Project Manager and the county representative will examine the sample and determine if the contractor has met the intent of the project. If the quality is acceptable, the contractor will be given authorization to move forward with the remaining effort.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

BOARD OF SUPERVISORS

2011 JAN 20 P 12:42

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and AtPac, Inc., a California corporation ("Contractor") as of Jan 18, ~~2010~~ 2011

Recitals

WHEREAS, the County has a need for services involving the oversight and project management of the film conversion project undertaken by County's Clerk-Recorder's Office; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be

procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States

domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of

Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor: AtPac, Inc.
13300 New Airport Road, Suite 101
Auburn, CA 95602

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

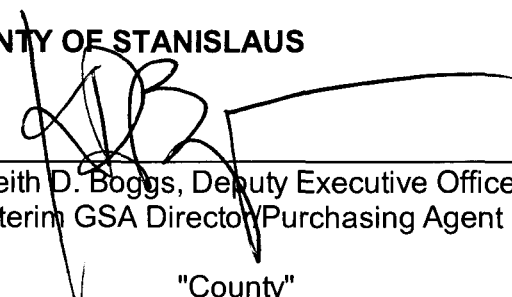
21. Governing Law and Venue

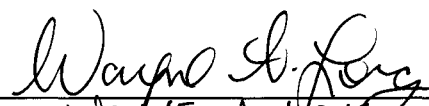
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

ATPAC, INC.


By: 
Keith D. Boggs, Deputy Executive Officer,
Interim GSA Director/Purchasing Agent

By: 
Name: WAYNE A. LONG
Title: PRESIDENT / CEO

"County"

"Contractor"

APPROVED AS TO CONTENT:
Stanislaus County Clerk-Recorder's Office

By: 
Lee Lundrigan, Clerk/Recorder

January 18, 2011

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

Contractor will manage all activity of County's subcontractor, US Imaging, Inc. ("US Imaging"), with respect to Stanislaus County Film Conversion Project Phase II (the "Project"), on behalf of the County's Clerk-Recorder as set forth more fully in the Attachment 1 and in County's contract with US Imaging.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

Due Date	% Due	Amount Due
Project Start	30%	\$165,636.00
Completion of Stage 1: completion of scanning all records by County's subcontractor.	10%	\$55,212.00
Completion of Stage 2: completion by County's subcontractor of conversion of all JPEG images into TIFF images (incl. enhancement of images, removal of excess borders)	10%	\$55,212.00
Completion of Stage 3: completion by County's subcontractor of all other enhancement; grouping of individual pages into documents; and labeling documents correctly.	30%	\$165,636.00
Project Completion	20%	\$110,424.00
Total:	100%	\$552,120.00

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$552,120.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from Jan 18, 2011, ~~2010~~ through Jan. 17, 2013, ~~2012~~ (the "Initial Term") unless otherwise terminated as provided below. This Agreement will not automatically renew but may be renewed for five (5) additional one-year terms (each a "Renewal Term") by mutual, written agreement of the parties. An extension of the term of this Agreement will be made through an amendment as described in Section 17 of the body of this Agreement. If such extension necessitates additional funding beyond the amount set forth in the original Agreement, the increase in the County's maximum liability will also be affected through an amendment to the Agreement. In no such case shall the renewal extend beyond seven (7) years from the beginning of the Initial Term of Agreement.

ATTACHMENT 1

DETAILED SCOPE OF WORK

1. Introduction

This document is a statement of work between the Contractor and the County's Clerk-Recorder's office (the Clerk-Recorder).

Purpose

This document defines and limits the project definition and scope of the work Contractor will provide the Clerk-Recorder in the Film Conversion Project, Phase II (the Project). Only those items specifically included in this document are within the scope of the Project.

2. Project Definition

Contractor will manage all US Imaging activity for the Stanislaus County Film Conversion project, phase II, on behalf of the Stanislaus County Clerk-Recorder, providing oversight of US Imaging for the six enumerated tasks specified in the County's contract with US Imaging. Contractor is responsible for Project status reporting, including status of US Imaging, deliverable Quality Control (QC) and acceptance documentation. Contractor will ensure all deliverables are delivered correctly and integrated into the County system, as detailed below. Any tasks added to the US Imaging Contract will be additional scope for the Project Management Contract and will require an addendum to the Project Management Contract.

In addition, Contractor will provide solutions for the specific project management tasks listed in Section 3.3 Additional tasks (below).

3. Project Scope

Contractor will provide overall direct project management with an assigned Project Manager. All required reporting by US Imaging will be submitted to Contractor for approval. Contractor will be responsible for performing all QC on deliverables submitted by US Imaging and for documenting QC acceptance. Contractor will receive all digital images on two (2) sets of USB drives from US Imaging and submit one set to the Clerk-Recorder for storage in the Clerk-Recorder Office. The second set of USB drives are to be retained by the Contractor for eventual storage in the Archive Storage Facility.

The following sections provide further detail on these responsibilities.

3.1. Vendor status reporting requirements and review

The following describes the reports that Contractor will provide the Clerk-Recorder:

1. Film Conversion Progress Report: Contractor will provide status reports to the Clerk-Recorder. These reports are to cover the time periods of 1 through 14 of the month and 15 through end of the month. These reports will provide updated details of film conversion progress, specifically:
 - 1.1. Images per rolls processed/pages scanned
 - 1.2. Estimated time remaining to complete the project
 - 1.3. Issues
 - 1.4. Status of past issues
 - 1.5. Images QC'd by Contractor
 - 1.6. Images/index installed on Clerk-Recorder CRIis system

Contractor will provide US Imaging with a template in which to submit this report.

2. Cost Report: Contractor will provide a written monthly cost status report to include actual price of services completed and submitted to date and the estimated price to complete project. The report should break down the prices of services provided by US Imaging and Contractor separately.

Contractor will provide US Imaging with a template in which to submit this report. This report may be combined with the Film Conversion Progress report in those weeks when both are due.

3. Vendor Review Report: Contractor will review the reports submitted by US Imaging and will comment on the progress to date. Contractor will also highlight any perceived problems as soon as they become apparent.

3.2.Task management

Contractor will manage US Imaging in completion of each of the following tasks as enumerated and described in the US Imaging SOW:

1. Official Records Film Conversion, 1980 to March 1993 (RFP Task 3);
2. Official Records Film conversion, 1854 to 1979 (RFP Task 4);
3. Vital Records Film conversion, 1940 to 1993, (RFP Task 5);
4. Official Records Index, 1980 to March 1993 (RFP Task 1);
5. Official Records Index, 1919-1979 (RFP Task 2):
 - 5.1. Typewritten documents;
 - 5.2. 1854-1918 handwritten documents are not part of this SOW
6. Creating new archive microfilm, 1854-Current (RFP Task 6):
 - 6.1. Work with US Imaging to determine what microfilm needs to be recreated to create a complete archival set of all records.
 - 6.2. Work with US Imaging to create a complete backup set of archival microfilm. This set of microfilm can be made up of diazo, duplicate sliver, or existing microfilm. This set is to be used as a working backup of the imaged records.

3.3.Additional tasks

Contractor will also perform each of the following project management tasks:

1. Missing images April 1993 to Present
 - 1.1. Contractor will examine the current Clerk-Recorder database and determine which images are missing. Contractor will determine if an image exists and re-link the image to the index. Contractor will create images from film that are not part of the 1993-present production database.
 - 1.2. Contractor may use US Imaging to create images from microfilm and then incorporate those images into the Clerk-Recorder database.
2. Create historical book inventory, as follows:
 - 2.1. Inventory all Clerk-Recorder historical record books.
 - 2.2. Develop a numbering and organizational methodology for historical record books that will number each historic record book.
 - 2.3. Devise a technique to create and attach bar-code labels to each historical record book.

- 2.4. Work with Clerk-Recorder contact to develop organization technique for storing historical record books in the Clerk-Recorder book racking system.
- 2.5. Add information into the County's asset manager software about each book, including date restored (if possible), details about the book (name, dates etc.) and storage location in the Clerk-Recorder storage racking system.
- 2.6. Create and affix labels for each location in the Clerk-Recorder book storage rack that will have a readable location and a bar-code, corresponding to the books placed there.
- 2.7. Ensure each historical record book is placed on the indicated book storage rack shelf. Adjust/add shelves as necessary.
3. Create, or have created, two complete sets of microfilm, one set for archive storage and one backup set of the Archived microfilm. This task will be accomplished by working with US Imaging to identify which rolls of microfilm need to be created.
4. Create two sets of 500GB USB hard drives of all image and indexing information. One set for archive storage and one set for on-site backup stored at the Clerk-Recorder Office. A third set of 500GB USB Hard Drives will be kept at the US Imaging facility.
5. Deliver archive microfilm and USB hard drives to archive storage vendor (to be selected by the County) and populate the archive storage vendor's indexing system.
6. Deliver USB hard drives to the Clerk-Recorder's office. Store hard drives in existing fire-resistant file cabinets in the Clerk-Recorder Office.
7. Integration of images and indexes into CRiis as described in section 3.5 Integration of index and images (below).
8. Record all new information about actual microfilm and USB hard drives into the Clerk-Recorder's asset manager software.
9. Examine all microfilm, microfiche, books, etc. available from the Clerk-Recorder Office to determine what can be provided to US Imaging to create the following:
 - 9.1. Vital Records index for years an electronic index is not available (1854-1939).
 - 9.2. Records that will allow images to be created of the Vital Records from 1854-1939.
 - 9.3. Official Records electronic index from 1854 to 1918.
10. Review existing procedures in the document scanning and microfilm creation processes in the Clerk-Recorder Office and develop new procedures incorporating industry best-practices that will improve efficiency of the document scanning/microfilm creation processes.
 - 10.1. Procedures will emphasize techniques to assure documents are captured to the correct file number and detail QC processes to be used.
 - 10.2. Hard copy of procedure documentation to be delivered in appropriate binders. Two sets of binders to be delivered.
 - 10.3. Electronic procedure documentation to be provided in Microsoft Word format
11. Microfilm the Electronic Index. Create a "paged view" of the electronic index and create microfilm of the "paged view". The "paged view" can be an electronic image of the index in one page of information at a time. Once the microfilm of

the index is created, it is to be tracked in the Asset manager system. The "paged view" microfilm of the index should be stored in the Archive Facility. One copy of the "paged view" images should be delivered on USB hard drives to the Stanislaus County Clerk Recorder Office. The "paged view" index should be clear and in an easily readable format. Format of the index to be approved by the Clerk-Recorder prior to creation of the microfilm or index books. The microfilm and USB hard disk of the index should be created for each of the following indices:

- 11.1. Official Records 1919-present.
- 11.2. Vital Records 1940 to present
- 11.3. Historical Record Book Index.
- 11.4. Any new indexing added to the US Imaging Contract.
 - 11.4.1. Official Records Index 1854-1818
 - 11.4.2. Vital Records index 1854-1939
12. Working with US Imaging, develop a Project Plan for the Film Conversion Project and submit to the Clerk Recorder for approval.
13. Provide detailed instructions to US Imaging for:
 - 13.1. Imaging naming for each task and type of image processed.
 - 13.2. Indexing requirements for each task.
14. Develop plans for final project review. Plans should include review of US Imaging effort at the end of the US Imaging effort and Project Management effort when project is complete.
15. Provide access to the Clerk-Recorder CRIis vitals index as required by US Imaging to assist them in creating the images for Task 3 Vitals Records Image Conversion.

3.4. Quality control

To ensure highest quality results of the Project, Contractor will inspect 5% of all submitted images from the USB hard drives and visually compare them to the originals. This comparison will include "eyeballing by real human beings" to ensure the submitted images are actually of highest quality, not "machine perfect, but humanly unusable."

Contractor will return all defective images to US Imaging for correction and replacement.

In order to be deemed "acceptable," each image in this sample must be:

1. Equal to or better than the original film, as determined by human inspection.
2. Cropped correctly, including signatures, as determined by human inspection.
3. Fully legible, including signatures, as determined by human inspection.
4. Named correctly.
5. Numbered with the correct document number.
6. Complete, including all pages included.

In addition to the above criteria applied to the 5% sample, Contractor will ensure that all images meet the following requirements:

1. All records are included.
2. Consistent with the naming convention where all file names end in ".xxx" where xxx=zero filled 3 character page count (i.e. file type not in name).
3. Greater than 0 kb (0 KB indicates an error).

4. Imaged in .tif format (“.tif” is not part of the file name).

Contractor will document all QC sample results, specifying:

1. Number of files in the original pool.
2. Number of images viewed (i.e. 5% of total).
3. Number of files deemed acceptable.
4. Number of files not meeting the above criteria.

Contractor will submit QC documentation attesting to samples’ meeting these criteria along with the deliverables.

In the event more than 10% of the 5% sample of the lot is found to be defective, Contractor will inform US Imaging that the entire lot must be redone.

3.5. Integration of index and images

As image transfers and indexing are completed, Contractor will be responsible for entering them into the County Recorder information imaging system (CRIis). Indexes and images will be added one year at a time as soon as each year is completed and verified by QC. Contractor will verify that images and the index install correctly, that all images have in fact been entered correctly into the CRIis, and that images are linked correctly to the index.

Contractor will correct any defects of this integration.

Contractor will document this verification process, indicating any defects that could not be corrected and the presumed reasons for this defect.

4. Deliverables

The following is a complete list of deliverables covered by this Scope of Work. The Contractor Project Manager will ensure that all deliverables are placed or installed in their proper locations, as follows:

1. Complete archive microfilm set:
 - 1.1. Contractor Project Manager, working with US Imaging and the Stanislaus County Clerk Recorder Contact, will determine the specific rolls of microfilm (existing or new) that will make up the archive set and will specify the rolls to be recreated.
 - 1.2. Best quality available images: either good quality original microfilm or newly created microfilm from digital images for archival preservation.
 - 1.3. Delivered to the archive storage vendor (to be determined).
 - 1.4. Complete microfilm inventory is entered into archive storage vendor’s tracking system.
 - 1.5. The microfilm will include complete archive sets of the following:
 - 1.5.1. Official record;
 - 1.5.2. Vital records;
 - 1.5.3. Official record index;
 - 1.5.4. Vital record index; and
 - 1.5.5. Historical book index.
2. Complete backup microfilm set:

- 2.1. Installed into Clerk Recorder microfilm storage cabinets and delivered to the Archive Storage Facility.
 - 2.2. A complete inventory of the backup microfilm set with locations of microfilm
 - 2.3. Includes the following:
 - 2.3.1. Official records;
 - 2.3.2. Vital records;
 - 2.3.3. Official record index;
 - 2.3.4. Vital record index; and
 - 2.3.5. Historical book index.
3. Complete sets of Images stored on Hard Drives:
 - 3.1. Two complete sets of 500GB hard drives will be created. One set will contain JPEG images and one set will contain TIFF images.
 - 3.2. For each set of images, three copies will be made. One copy will be stored at US Imaging, one copy will be delivered to the Clerk-Recorder Office for an onsite copy. The third copy will be stored at the Contractor's site until the end of the project. At the end of the project, the Contractor will deliver their copy of the Hard Drives to the Archive Storage Facility.
 - 3.3. Each hard drive will be bar coded and entered into Asset Manager.
 4. Integration of images into CRIis.
 5. Integration of index into CRIis.
 6. Asset Manager Software and data.
 - 6.1. Clerk-Recorder will provide space on an existing server, one PC, bar code scanner and printer.
 - 6.1.1. Contractor will provide specs for each item and make recommendations on the specific hardware to be acquired.
 - 6.2. Contractor will install Asset Manager Software on the one PC and database on server.
 - 6.3. Contractor will provide training in how to use the software and manage the database.
 - 6.4. Assets tracked with system.
 - 6.4.1. Official Records - archive and back-up sets:
 - 6.4.1.1. Microfilm
 - 6.4.1.2. Hard Drives
 - 6.4.1.3. Index.
 - 6.4.2. Vital Records - archive and back-up sets:
 - 6.4.2.1. Microfilm
 - 6.4.2.2. Hard Drives
 - 6.4.2.3. Index.
 - 6.4.3. Historical book inventory:
 7. Archive set of complete index on microfilm.
 - 7.1. Complete printout or paged view images of index is archived on microfilm for backup.
 - 7.2. Includes:
 - 7.2.1. Official records index;
 - 7.2.2. Vital records index;

- 7.2.3. Historical book inventory (includes all historical record books maintained by the Clerk-Recorder).
 - 7.2.4. Hard Drive Index
 - 7.3. Complete paper copy of the microfilmed index bound in books similar to current Clerk Recorder record books.
 - 7.3.1. Assume County's contracted Book Restoration vendor to bind volumes to match existing books under separate contract.
 - 7.4. Information to be included on index pages to be determined between contractor and Clerk-Recorder contact.
- 8. Create plan to maintain microfilm/hard drives/historical record books.
 - 8.1. Develop plan based on industry specifications (AIM/ANSI/etc., to be determined).
 - 8.2. Detail record sampling procedure to determine if maintenance is required: how many items to inspect, frequency, criteria.
- 9. Create vital records update plan (required as jacketed microfilm no longer used):
 - 9.1. How to incorporate changes into official archive and how many changes before creating a new film role; and
 - 9.2. Interim steps: either use DVDs/hard drives/record changes/amendments on microfilm/ or other technique.