

CONSULTANT: Access Information Intermediate Holdings I, LLC  
dba Access / Record Xpress of California, LLC  
500 Unicorn Park Drive, Suite 503  
Woburn, MA 01801

CONTACT PERSON: Cheryl Roetzer  
21024 24<sup>th</sup> Ave South, Suite 117  
SeaTac, WA 98198

TELEPHONE/FAX NUMBER: (253) 433-0168

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 84-3990592

COUNTY DEPT: Information Technology

DEPT. CONTACT PERSON: Lisa Hall

TELEPHONE/FAX NUMBER: (425) 388-7082

PROJECT: Records Box Storage, Retrieval and  
Destruction Services

AMOUNT: \$275,000.00

FUND SOURCE: 505-5148904801

CONTRACT DURATION: July 1, 2022 through June 30, 2027 unless  
extended or renewed pursuant to Section 2 hereof

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Access Information Intermediate Holdings I, LLC, a Massachusetts corporation (the "Contractor") licensed to do business in Washington state. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for Records Box Storage and Retrieval Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-46-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified

to perform the services to be performed under this Agreement in a competent and professional manner.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon July 1, 2022 (the "Effective Date") and shall terminate on June 30, 2027, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement during the term, PROVIDED, HOWEVER, that the County's obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. In any event, the Contractor shall be paid in accordance with this Agreement for Services performed through the date of termination; County shall be responsible for any and all permanent withdrawal fees associated with the termination of this Agreement .

3. Compensation.

a. Services. For the duration of the initial and subsequent optional terms of this Agreement, the County shall pay the Contractor for services at fixed rates as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses shall be allowed under this Agreement.

c. Invoices. At the end of each calendar month, the Contractor shall submit to the County a properly executed invoice indicating the total storage space used, all activities that occurred during the month and the amount due from the County. Subject to Section 8 of this Agreement, the County shall pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and shall be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor shall be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance shall be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments shall be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, shall be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?  
Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$275,000.00 for the initial term of this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor shall perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Lisa Hall  
Title: Records Management Supervisor  
Department: Information Technology/Records Management  
Telephone: (425) 388-7082  
Email: lisa.hall@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work shall not be made until the

work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. Except as expressly provided for in Schedule A, Section 3(g), the Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have, at its own expense, access no more than twice per annum upon fifteen (15) days written notice to Contractor, to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the

provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

#### 11.1.1 Liability Limitations

a. The Contractor and the County's limitation of liability with respect to the Services and any other products or materials supplied by Contractor in connection with this agreement for damages for any cause and regardless of the cause of action, shall not exceed in the aggregate an amount that is equal to the fees paid to Contractor by the County pursuant to the relevant statement of work or \$275,000, whichever is greater.

b. Declaration of Valuation. County declares the value of all Records to be (i) \$1.50 per box, carton, linear foot of open shelf files or other hard copy storage unit (or gigabyte of electronic Records) or (ii) the actual replacement cost for the physical media with respect to tapes, cartridges, cassettes or other non-paper media, unless agreed to otherwise in a signed attachment to this Agreement.

c. Stored Records and Electronic Media. Contractor and Contractor's Affiliates shall not be liable for any loss or damage to Records, however caused, unless such loss or damage results from a failure by Contractor or Contractor's Affiliates to exercise that care that a reasonably careful person would exercise under like circumstances, in which case Contractor or Contractor's Affiliates' liability, if any, for such loss or damage to Records shall not exceed the valuation in Paragraph 11.1.1(b) above. Without limiting the generality of the foregoing, Contractor and Contractor's Affiliates are not liable or responsible for (i) loss or damage arising from Acts of God, casualty, gradual deterioration of Records or media, vermin, labor disturbances, any governmental act or other cause beyond its reasonable control, or (ii) the repair, replacement or restoration of lost or damaged images, data or other property. Records are not insured by Contractor against loss, damage or destruction, however caused. County must insure all Records at its own expense. County shall cause such insurers of Records to waive any right of subrogation or any other method of recovery against Contractor.

d. Other Claims. Contractor's and Contractor's Affiliates' maximum liability with respect to (i) the unauthorized use or disclosure of Confidential Information shall be twelve (12) months of total charges paid by County immediately preceding the month during which a claim arose;

(ii) any Storage or Destruction Services rendered hereunder is twelve (12) months of charges paid by County for such Services immediately preceding the service from which the claim arose.

e. Certain Damages. CONTRACTOR AND CONTRACTOR'S AFFILIATES WILL NOT IN ANY EVENT BE LIABLE TO COUNTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) RELATED TO THIS AGREEMENT OR ARISING FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO THE ACCESS TO OR USE OF OR THE INABILITY TO ACCESS OR USE THE SERVICES, UNDER ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF CONTRACTOR OR CONTRACTOR'S AFFILIATES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

f. Other. Contractor's and Contractor's Affiliates' aggregate liability for Services in connection with electronic conversion, software services and other Services added through addendum, if applicable, shall not exceed the amount paid to Access by County for the twelve (12) month period preceding the claim by County.

g. The limitations of liability in this section 11 and otherwise in this Agreement shall apply irrespective of the cause of loss, damage, or destruction of Records or Services and County acknowledges that the amounts it is charged under this Agreement reflect that Contractor is relying on such limitations of liability. In the event of any conflict between this section 11 and any other term or provision, whether contained herein or in any other agreement between the Parties (regardless of whether such other agreement is executed before or after this Agreement), this section 11 will control.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

c. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

d. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**



13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort shall be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee,

commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within sixty (60) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof. If County fails to pay any undisputed amount due hereunder when due, or otherwise materially breaches this Agreement and fails to cure such other breach within thirty (60) days of notice of such other breach, Contractor, at its option, may terminate this Agreement upon written notice and seek recovery of damages resulting from County's nonpayment or other breach, and exercise any or all of the following remedies without terminating this Agreement: (A) if any amounts owed by County are outstanding for forty-five (45) days or more past the invoice date, Contractor may, after sending a notice with an additional thirty (30) days to pay all outstanding undisputed invoices in full, either (i) refuse or suspend access to Services and Deliverables, and redeliver County's Records to County at its address herein (for which permanent removal, delivery, preparation of inventory reports, data extraction and other charges will apply pursuant to the prices set forth in Schedule B), or (ii) refuse or suspend access to Services, Deliverables, and Records until all outstanding invoice(s) are paid in full. If Services are suspended, County will remain responsible for payment of all charges accruing during such suspension; (B) if County is in arrears in its payment obligations for a period of six (6) months or longer past any invoice date, Contractor may redeliver the Records at County's expense to County at the address herein, and/or (C) exercise such other rights and remedies as may be allowed at law or in equity as if specific remedies were not herein provided. In the event Contractor takes any actions in accordance with this paragraph it shall

have no liability to County, and County hereby will release, indemnify and hold harmless Contractor from any Costs arising from or relating to any actions taken by Contractor in accordance with this paragraph, including the disposal or destruction of any materials. All remedies provided in this Agreement are cumulative and may, at the election of Contractor, be exercised alternatively, successively or in any other manner. Contractor shall be entitled to its reasonable attorneys' fees, whether or not any litigation or other action is commenced, in the event of any breach by County of this Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:            Snohomish County Information Technology  
   3000 Rockefeller Ave, M/S 709  
   Everett, Washington 98201  
   Attention:    Dee White, Contracts Specialist

and to:                            Snohomish County Purchasing Division  
   3000 Rockefeller Avenue, M/S 507  
   Everett, Washington 98201  
   Attention:    Bramby Tollen, Purchasing Manager

If to the Contractor:        Access / Record Xpress of California, LLC  
   500 Unicorn Park Drive  
   Woburn, MA 01801  
   Attention:    General Counsel

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. Contractor acknowledges that it may store and have access to: (A) Records that may be of a confidential nature relating to County's property, business and affairs, and/or contain personal information of individuals that may be protected by law from unauthorized disclosure, or (B) other non-public and proprietary information of the County in connection with this Agreement. County acknowledges that it will have access to proprietary and confidential information of Contractor whether or not such information is marked proprietary or confidential, including but not limited to pricing, audit reports or attestations, SOPs, financial information, vendor information and/or technical information and coding relating to Contractor's software and inventory programs as well as its vendors. (The confidential and proprietary information of both Parties is hereinafter referred to as "Confidential Information").

Subject to Section 24 of this Agreement, each party shall exercise reasonable and appropriate care in safeguarding Confidential Information of the other party. In no event shall Contractor's duty of care be less than to implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the privacy, integrity, confidentiality and availability of County's Confidential Information. Subject to Section 24 of this Agreement, neither party shall disclose Confidential Information to competitors, customers or potential customers of the other party. The liability of Contractor for any unauthorized use or disclosure of any Confidential

Information shall be limited as set forth in Section 11.1.1 hereof. Access to Confidential Information of a party shall be restricted by the receiving party to those individuals necessary to perform the Services hereunder or to properly utilize the Confidential Information for its intended purposes in connection with this Agreement. In the event that a party is under a legal obligation to disclose Confidential Information (or to disclose Records that may not constitute “Confidential Information” of County), that party may do so without breach of this Agreement so long as, to the extent lawful and reasonably possible, the other party is provided prior written notice. Confidential Information shall not include information that (i) is or may become publicly available without breach of this Agreement, (ii) was possessed by one party prior to receipt from the other party, or (iii) is or becomes lawfully available to a party from a third party free of confidentiality obligations.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information shall be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County shall release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County’s RFP or RFQ identified in Section 1.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Access Information Intermediate Holdings I, LLC dba Access / Record Xpress of California, LLC:

\_\_\_\_\_  
County Executive Date

DocuSigned by:  
*Kandice Merrill* 3/31/2022  
361643598EAC443...  
\_\_\_\_\_  
kandice merrill Date

Approved as to insurance and indemnification provisions:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2022.03.31 15:55:29 -07'00'  
\_\_\_\_\_  
Risk Management Date

Approved as to form only:

DocuSigned by:  
*Brian Greene* 3/31/2022  
b7f13c c381 0d46c  
\_\_\_\_\_  
Legal Counsel to the Contractor Date

## **Schedule A Scope of Services**

### **Definition of Terms:**

**Retrieve** - Locate and pull a standard records storage box, or a specific file from a standard records storage box, that may be returned to the Contractor's facility from its storage shelf location at the Contractor's storage facility.

**Refile** – Return a standard records storage box, or a specific file from a standard records storage box, to its storage shelf location at the Contractor's storage facility.

**Retrieve Container / Retrieve File - Permanent Removal** - Locate and pull a standard records storage box, or a specific file from a standard records storage box, from Contractor's storage facility that will not be returned to the Contractor's facility.

**Permanent Removal - Container / File** - Prepare and transport a standard records storage box, or a specific file from a standard records storage box, from Contractor's storage facility to a new contractor's facility.

**Transportation Handling** – Transportation per item either from the Contractor’s facility to the Record Center or from the Record Center to the Contractor’s facility.

**Standard Delivery / Pickup** - Transport of standard records storage boxes from either the Contractor's facility or the County Records Center by Contractor; requests placed by 10:00 am picked up from or received by the County same afternoon, requests after 10:00 am picked up from or received by the County next business day.

**Same Day Delivery / Pickup** - Transport of standard records storage boxes from Contractor's storage facility to Snohomish County Records Center by Contractor; requests placed between 8:00 am and 4:30 pm are received by the County within two (2) hours of request.

**Rush / After Hours Emergency Delivery** - Transport of standard records storage boxes from Contractor's storage facility to Snohomish County Records Center by Contractor; requests placed after hours or on weekends and received by the County within three (3) hours of request.

### **SECTION I. SERVICES**

#### **1. Storage and Related Services**

County hereby engages Contractor to store and provide services in connection with (collectively, “Storage Services”) County’s documents, media, open shelf storage, electronic or digital images and records and other deposit items (collectively, the “Records”) subject to the terms and conditions of this Agreement.

## 2. Destruction Services

- a. Destruction of Records in Storage - Contractor may provide services for the secure destruction of Records (“Destruction Services”) held in storage by Contractor if requested by County. If County requests, Contractor will furnish a Certificate of Destruction to County.
- b. Other Destruction Services - If County requests, as part of Destruction Services, Contractor shall
  - (i) provide shredding consoles and other equipment (“Consoles”) in County’s facilities for the collection of papers to be destroyed;
  - (ii) service the Consoles on an agreed schedule or as needed;
  - (iii) provide mobile on-site shredding on an agreed schedule or as needed; and/or
  - (iv) securely destroy other materials as requested by County in writing. Consoles remain the property of Contractor at all times and County will not file any lien. County shall place only office paper in Consoles. County shall reimburse Contractor for loss or damage to any Consoles and for any damage to Contractor’s shredders caused by non-paper products of the County.

## 3. Other Terms for Record Storage, Access and Delivery

- a. County shall not at any time store with Contractor any materials that would attract insects or vermin, are highly flammable other than paper, explosive, toxic, radioactive, dangerous or illegal to possess or store, or that are otherwise deemed by Contractor, in its sole discretion, to represent a hazard (“Prohibited Materials”). Contractor reserves the right, but is not obligated, to inspect any Records and may refuse to accept and/or remove and redeliver to County any Prohibited Materials. County shall also not provide or store with Contractor any memorabilia or collectibles, materials having historical value (such as fossils or historical manuscripts, journals or photographs), artwork, negotiable instruments, jewelry, currency or other items that have intrinsic market value.
- b. County shall encrypt all electronic Records that include any personally identifiable information, nonpublic personal information, sensitive financial information, protected health information, or any other information where such other information is required by any state or Federal law to be encrypted either in transit or at rest or is otherwise subject to regulation governing its disclosure to third parties, before transmitting or otherwise delivering those Records to Contractor. County shall use the most rigorous encryption methods reasonably available for the type of records being provided, but in no event less than required by applicable law or otherwise reasonable under prevailing National Institute of Standards and Technologies standards. Contractor will not verify whether such electronic Records are properly encrypted.
- c. Contractor reserves the right to re-box or refuse any Records not received in a condition suitable for rack storage.

- d. Contractor is not and shall not be deemed a contract or common carrier for any purpose. The pricing, valuation and liability provisions of this Agreement reflect that status, and shall apply to transportation services provided by Contractor.
- e. County acknowledges that any employee on its authorized user list shall have full authority on behalf of County to order or request any Services. Unless County instructs Contractor otherwise in writing, County specifically authorizes Contractor when performing deliveries to leave Records with any County representative, e.g. receptionist, who greets the Contract courier, even if County representative may not be on the authorized user list.
- f. Contractor shall have the right to refuse Services without liability when Contractor is doubtful as to a requesting Party's authority to act on behalf of the County, or when County's instructions are not complete to Contractor's satisfaction. Any order for Services placed via Contractor's web-based inventory program shall be deemed a valid order placed by an individual with authority to act on behalf of County.
- g. Contractor may delegate any duty or obligation to a company that is directly or indirectly under the common control of any direct or indirect parent company of Contractor (each, a "Contractor Affiliate"). Contractor may subcontract with any responsible third party, to perform all or part of the Services. Contractor shall be liable for the acts and omissions of its Contractor Affiliates and subcontractors to the same extent as if such acts and omissions were performed directly by Contractor. Contractor's use of contract employees shall not be deemed the use of a third party for purposes of this Paragraph.
- h. Additional charges for hoisting, lowering and labor may be added to transportation costs if Records cannot be transported in the customary manner by elevator or stairs from a reasonably accessible location.
- i. Itemized lists or descriptions of contents of Records submitted to Contractor or entered by County in Contractor's inventory programs shall be considered for County's recordkeeping and reference purposes only and shall not be considered proof that any documents referenced in such lists or descriptions are in fact included in the Records stored at Contractor.
- j. Any changes to County's locations, authorized user list, and service schedules must be communicated in writing to Contractor, and accepted by Contractor in writing, in order to be effective.
- k. Any intellectual property or proprietary products used by Contractor in connection with the Services are and shall remain the exclusive property of Contractor or the third parties from whom Contractor has secured the right to use such.



- l. County also acknowledges and agrees that it shall not control the manner, means or methods by which Contractor performs any Services contained herein.
- m. County shall not store in Filebridge or any successor inventory management software, any personally identifiable information; as defined by 2 CFR 200.79 nonpublic personal information as that term is defined by 15 U.S.C. 6809(4); protected health information, as that term is defined by 45 CFR 160.103; or any other information subject to State or Federal regulation prohibiting its disclosure to third parties.

## **SECTION II. RECURRING SERVICE DELIVERABLES**

1. The Contractor shall provide secure storage for standard records storage boxes of County records moved from the County Records Center to the Contractor's storage facility:
  - a. The Contractor shall provide pallets and shrink wrap to the County Records Center staff, for use in the preparation of standard records storage boxes for Contractor to transport to the Contractor's storage facility.
  - b. The Contractor shall provide Contractor's barcode number labels to County Records Center staff. County Records Center staff shall place the Contractor's barcode number labels on standard records storage boxes prior to the boxes being transported to and stored at the Contractor's storage facility.
  - c. The Contractor shall transport newly stored standard records storage boxes from the County Records Center to the Contractor's storage facility as requested by County Records Center staff.
  - d. The Contractor shall file/store the County's standard records storage boxes in the Contractor's storage facility.
2. The Contractor shall provide standard records storage box retrieval services as requested by County Records Center staff:
  - a. The Contractor shall locate and transport standard records storage boxes from the Contractor's storage facility to the County Records Center;
  - b. The Contractor shall pick up standard records storage boxes as requested by County Records Center staff and transport them back to the Contractor's storage facility and re-file standard records storage boxes at the Contractor's storage facility.
3. When requested and verified by County Records Center staff, the Contractor shall provide destruction/shredding services for records contained in standard records storage boxes that have met their destruction date while at the Contractor's storage facility. The Contractor shall not destroy or shred any County records without express permission to do so from the County.
4. The Contractor shall grant County Records Center staff online access to available information and reports.
5. The Contractor shall maintain certifications and licenses including, but not limited to:

- NAID
- PRISM Privacy +
- PCI Compliance
- Controlled Goods Program
- Aim – Association for Information and Image Management
- ALA – Association of Legal Administrators
- ARMA International
- IG GURU – Information Governance

### **SECTION III. ONE TIME SERVICES**

1. One Time Services - Records Transfer from Contractor's Storage Facility. In the event of termination of the contract, the Contractor shall provide the following services in accordance with this Agreement.

The Contractor shall coordinate the transfer of standard storage boxes from the Contractor's facility to a new contractor facility or Snohomish County Records Center.

- a. Provide to Snohomish County Records Center staff an inventory list of records boxes for transfer.
- b. If applicable, provide to the new contractor an inventory list of records boxes for transfer.
- c. Retrieve records boxes from file locations and prepare boxes for transport.
- d. Work with new contractor to schedule transfer of records boxes.

## Schedule B Compensation

**Record Center Storage**

Container Storage - Legal Box	\$0.0000 Per Item	Per 30 Days
Container Storage - Letter Box	\$0.0000 Per Item	Per 30 Days
Container Storage - Odd Size Box	\$0.0000 Per Item	Per 30 Days
Container Storage - Pallet	\$0.0000 Per Item	Per 30 Days
Container Storage - Pallet	\$0.0000 Per Item	Per 30 Days
Container Storage - Standard Box	\$0.0000 Per Item	Per 30 Days
File Tracking	\$0.0000	
File Tracking - Open Shelf chart	\$0.0000	
File Tracking - Open Shelf Radiology	\$0.0000	
Minimum Monthly Storage	\$75.6440	Per Month
Container storage - (per cu/ft)	\$0.2295	Per 30 Days
Initial Onboarding - Add New Container (per cu/ft)	\$2.5750	

**Record Center Services**

Refile Container (per cu/ft)	\$0.0000	
Refile File	\$0.0000	
Retrieve Container (per cu/ft)	\$1.8353	
Destruction - Certified Shred Container (per cu/ft)	\$4.1799	Plus Retrieval
Destruction by Certified Shred - File (Boxed or Open Shelf)	\$4.1799	Plus Retrieval
Permanent Removal Container (per cu/ft)	\$1.8353	Plus Retrieval
Permanent Removal File	\$0.0000	Plus Retrieval
Permanent Removal - Account Termination - Container	\$1.8353	
Add New Container (per cu/ft)	\$0.0000	
Add New File	\$0.0000	
Shelve Container	\$0.0000 Per Cubic Foot	
Retrieve Container - Destruction (per cu/ft)	\$1.7800	
Retrieve Container - Permanent Removal (per cu/ft)	\$1.8354	
Retrieve File - Permanent Removal	\$5.9729	
Retrieve File - Destruction	\$5.9729	
Retrieve File	\$6.1491	

**Transportation Services**

Standard Delivery / Pickup	\$19.6690
Transportation Handling - Container (per cu/ft)	\$1.7398
Transportation Handling - File	\$0.0000
Same Day Delivery / Pickup	\$38.4152
Rush Delivery	\$163.9091
After Hours Emergency Delivery	\$163.9091
Wait Time (Minimum 1/4 Hour)	\$0.0000
Per Container Transportation - Expedited (Priority Surcharge)	\$0.0000
Per File Transportation - Expedited (Priority Surcharge)	\$0.0000
Additional Stops (Multiple locations/recipients)	\$5.1500
Pickup Direct Destruction	\$4.8266
Transportation Handling - Tape Container	\$1.7510 Per Item

\* Storage charges are billed in advance, services billed in arrears.

\* Retrievals are limited to 50 items per day or additional fees may apply.

\* Fuel Surcharges apply to transportation activity and/or secure destruction services and will fluctuate depending on U.S. Department of Energy monthly statistics and industry scale.

\* Any services not quoted will be charged at the standard rates which are available upon request.

Scheduled Rotation	\$27.5695 Per Trip
Rush Media Transportation	\$176.8695 Per Trip
After Hours Media Transportation	\$345.3703 Per Trip
Unscheduled Next Day Media Delivery / Pickup	\$126.6694 Per Trip

**Additional Services**

Retrieve Container - Expedited (Priority Surcharge)	\$0.0000
Retrieve File - Expedited (Priority Surcharge)	\$0.0000
File Not Found	\$0.0000
Cancelled Request (per item)	\$0.0000
File Folder Level Indexing / Data Entry Performed by Access	\$0.0000
Administration Charge (Detailed by Department)	\$25.7500
Access Online Tools: FileBRIDGE Records + FileBRIDGE METRICS	\$10.3000
Information Security Surcharge	\$20.6000
Dock Access - (per cu/ft)	\$0.0000
Dock Access	\$0.0000 Per Item
Administration Charge (Summary) / Hardcopy and mixed accounts	\$0.0000
AccessNotifi Breach Response Services + Business Credential Monitoring provided by Vero	\$0.0000
Phone/Fax/Email Order Surcharge	\$0.0000
Phone/Email Reference (Order Entry Fee)	\$0.0000
Minimum Work Order Charge	\$0.0000
Repacking of Damaged Container	\$0.0000 Plus Cost of New Container
Invalid Request (per item)	\$0.0000 Per Item
Index File/Container information	\$0.0000
Administration Charge (Detailed by Department)	\$0.0000
AccessNotifi Breach Response Services provided by Vero	\$0.0000 TBD
Labor - Container 2	\$0.0000
Administration Charge (Summary)	\$25.7500
Container Level Data Entry Performed by Access	\$0.7725
Audit/Viewing/Floor Space Utilization Fee	\$51.5000
Dock Access - File	\$1.6000
Labor (per hour)	\$51.5000
Inter-File Document	\$2.3528
Minimum Work Order Charge	\$16.1710
Labor - RCO/NOC	\$42.2326
Labor - Vault Media	\$74.0004
Minimum Work Order Charge - Vault Media	\$16.1710

**Record Center Materials**

Access Storage Container (10x12x15)	\$3.5947
Container Barcode Labels	\$0.0000 Per Item
1.2 Standard Box / 10 Boxes & Lids Bundle	\$30.9000
2.4 Letter Transfile Box / 10 Boxes & Lids Bundle	\$72.1000
X-Ray Box / Individual Box	\$5.1500
Legal Transfile Box / 10 Boxes & Lids Bundle	\$92.7000
1.2 Box Lid (No Box) / Individual Lid Only	\$3.0900
Drawing Bags / Individual Bag	\$5.1500
X-Ray / 20 Box Bundle	\$149.3500
Microfiche or Check / Individual Box	\$3.0900
Legal Transfile/ Individual Box & Lid	\$9.2700

\* Storage charges are billed in advance, services billed in arrears.  
 \* Retrievals are limited to 50 items per day or additional fees may apply.  
 \* Fuel Surcharges apply to transportation activity and/or secure destruction services and will fluctuate depending on U.S. Department of Energy monthly statistics and industry scale.  
 \* Any services not quoted will be charged at the standard rates which are available upon request.