

CONSULTANT: U.S. Imaging, Inc.
CONTACT PERSON: Alicia Floyd
ADDRESS: 400 S. Franklin Street
Saginaw, MI 48607
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: Federal Tax ID: 04-3841775 / WA UBI:
603 384605
TELEPHONE/FAX NUMBER: (512) 505-8783 (Direct)/989 753-7333 (Fax)
COUNTY DEPT: Auditor, Recording Division
DEPT. CONTACT PERSON: Clifton Harty, Recording Manager
TELEPHONE/FAX NUMBER: 425-388-3505
PROJECT: Scanning, Image Enhancement and Indexing
Services
AMOUNT: \$1,000,000 annually, not to
exceed \$3,500,000 in total
FUND SOURCE: Auditor O&M Fund
CONTRACT DURATION: January 2, 2024 through January 2,
2027

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 U.S Imaging, Inc. (the "Contractor"). 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 to provide the terms by which the Contractor will index, enhance, scan and import the County's historical images from 1860's to 1970's into the County's Landmark recording system by Catalis. The scope of services to be performed by the Contractor is defined in Schedule A, attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 23-4006BC Scanning, Image Enhancement and Indexing Services.

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.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon February 1, 2024 (the "Effective Date") and shall terminate on March 1, 2027. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than March 1, 2027, PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services 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 will be allowed under this Agreement.

c. Invoices. Upon completion and acceptance of a milestone, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Invoices shall be submitted to:

Snohomish County Auditor's Office
Attn: Accounts Payable 3000 Rockefeller Avenue, M/S 505
Everett, WA 98201-4046
contact.auditor@snoco.org

Subject to Section 8 of this Agreement, the County will 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 and indicate it was awarded a contract with Snohomish County and will 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 will 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 will 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 will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will 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. The Contractor shall not charge more than one million dollars (\$1,000,000), all fees and expenses included, to the County for the services provided pursuant to this agreement during the first year this agreement is effective. During the first year, the Contractor shall notify the County if/when its total invoices total \$800,000. The total contract cost, including all fees and expenses, shall not exceed three million five hundred thousand dollars (\$3,500,000) for the term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will 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 therefore, 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: Clifton Harty
Title: Licensing and Recording Manager
Department: Auditor, Recording Division
Telephone: (425) 388-3505
Email: Clifton.Harty@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 will 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. 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 access at reasonable times 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. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. All Other Liabilities Except Professional Liability.

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 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.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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.

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. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. 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 \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 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

d. 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.

e. 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 will 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 ten (10) 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.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and

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 will 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 will 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. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

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:

U.S. Imaging, Inc.

County Executive Ken Klein Date
Executive Director

Alicia Floyd 1/30/24

Alicia Floyd Date
Contract Manager

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.02.05 13:07:19 -08'00'

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

Anthony M. Davis 1/29/24

Deputy Prosecuting Attorney Date

COUNCIL USE ONLY	
Approved	<u>2/28/2024</u>
ECAF #	<u>2024-0157</u>
MOT/ORD	<u>Motion 24-080</u>

Schedule A Scope of Services

Image Enhancement and Scanning

The Contractor will ensure digital images of all pages of County records from 1860 through 1976 are legible and readable (when reproduced as required by RCW 65.04.015) and prepared for import to Landmark Recording System (Landmark) in accordance with RFP-23-006BC. To achieve this, the Contractor will inspect and report the quality of existing digital images (provided by the County) and provide the County with recommendations for either manual enhancement of existing image or creation of new image. County will review the Contractor's recommendations and approve or decline enhancements or new image creation. Enhancements may include manual crop, manual area enhancement, reverse dual polarity, reverse marginal notations, or masking as described in Schedule A - Appendix 1

The Contractor will create new images through scanning of books stored at archives in Bellingham, WA. The Contractor will scan books as described in Schedule A – Appendix 1 Image Capture, Inspection, and Enhancement Process. The Contractor's scope of scanning work will include:

1. Scanning books to generate images where no digital image is available. The list of known books without digital images is included in Schedule A, Attachment A. If, during the term of this agreement, additional books are discovered that need scanning, contractor will also scan these books as directed by County.
2. Scanning pages to create new images to replace existing images where images were determined to be unreadable (even with specific enhancement) during inspection by Contractor and subsequent review by County.
3. Scanning pages to create new images to replace existing images for full books where it has been determined by County and Contractor that rescan of originals would be more cost efficient than a combination of rescans and specific enhancements.

Transfer of images and import to Landmark

The Contractor is responsible for coordinating with Landmark to ensure images are transferred to the County and imported to Landmark. County will provide Contractor with remote access to virtual machines hosted on County servers. Contractor will provide compatible computers for remote access. To initiate set-up of remote access, and prior to a staff member remotely accessing the County's system, the Contractor will complete, submit, and receive approval of a vendor support information form to the County's Department of Information Services for each staff member that needs remote access. The Contractor will notify Snohomish County to remove or disable a support user's account and when any new accounts or changes to existing accounts need to be made.

The Contractor will transfer images to the County through remote access or hard drive, depending on source of image. Image transfer of enhanced images will be initiated by Contractor via remote access and may need to run overnight. Image transfer of images scanned from books will be via mailed hard drive. County will copy the hard drive images to the County server. The Contractor will attend virtual coordination meetings with County and Landmark representatives to plan image transfer processes.

The Contractor will work with County IT and Landmark to implement a process to import images to Landmark at an agreed upon schedule. The imports may be initiated by the Contractor or through automated process, as determined through coordination with County IT and Landmark. Imports will be scheduled to occur outside of County business hours to avoid Landmark slowdown during business hours. Contractor will attend all virtual coordination meetings with County and Landmark representatives to plan import and conversion processes. Contractor is responsible to ensure that images are prepared for import in a way that is compatible with Landmark. Images need to be imported such that they become available for indexing in the backpost index queue. Images must be imported as single page TIFF images to be compatible with Landmark.

Pilot Phase

The project will start with a pilot phase. During the pilot phase the Contractor will complete the entire process of scanning, enhancing, importing and indexing on a minimum of 7500 images of deeds and 7,500 marriages. The County and Contractor will decide which sets of images to include in the pilot phase. The County will import the images into Landmark using the current backpost tool available in Landmark and will provide access to Contractor to allow for indexing. At the end of the pilot all 15,000 images will be legible and readable (at a quality that is reproducible) and indexed in Landmark. County will approve completion of the Pilot phase through signature section of Schedule B – Appendix 1.

Document indexing in Landmark.

The Contractor will index documents in accordance with the Recording Division's indexing rules. Indexing requirements may include (dependent upon file type): document type, recording date, book-page, Auditor File Number, grantor, grantee, legal description, and document links. Initial indexing of images by book, page, and unique identifier will be formatted in a way that these fields import into Landmark. Subsequent document indexing will occur directly in Landmark. Contractor will attend virtual coordination meetings with County and Landmark representatives to prepare for indexing. The County will provide a Card File Database with recorded documents and indexing fields for each document type. The County will work with Contractor to ensure indexing rules are understood for each document type.

Indexes

Book indexes will have specific imaging and indexing requirements distinct from requirements of associated document types. Book indexes will be grouped and indexed by year range and alpha tab. Contractor is responsible to ensure that book index images are prepared for import in a way that is compatible with the Landmark Alpha Index Module.

Project Schedule

It is anticipated that the project will be completed within three years. The pilot phase will begin January 2, 2024. After the pilot phase, project will begin on all official public records/deeds and marriages to be completed as outlined in Schedule B, Appendix 1.

Schedule A – Appendix 1

Image Capture, Inspection, and Enhancement Process

Image Capture and Scanning Process

The Contractor's onsite scanning team, managed by Barb Kenny, will create an on-line Production Report for tracking the status of the images throughout the project. County Records will be scanned onsite at Washington State Archives in Bellingham, WA.

The Contractor will remove all books from shelves in sequential order. Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Contractor's flatbed book scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level and a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. Pages with removable mechanical binders are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up. All book pages will be scanned on a book scanner at 300dpi in color to capture all 16,777,216 colors that are present on the original pages and saved as color JPEG images (photostat pages are scanned at 300dpi grayscale). JPEG images are converted to black and white TIFF images with Group IV compression. All images will be sequentially numbered by a zero filled 8-digit number and stored in logically named directories named by Image Type (JPEG or TIFF)\Document Type\4-digit Book Number (i.e., TIFF\Deed\0001\00000001.TIF)

After scanning, while still on-site, Contractor staff will inspect 100% of the book pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.

All images will be automatically deskewed, black borders will be automatically cropped and any polarity present on the page will be automatically reversed so that each page is white with black text. A despeckling program WILL NOT be used; these programs will remove pixels from the document that are essential for legibility and the legality of the documents. Despeckling and dual polarity must be done manually and is a part of our Stage 3 enhancement process.

Within 1 month of scanning, the JPEG and TIFF images will be shipped on USB Hard Drives to the County. Snohomish County reserves the right to reject any converted image file based on poor conversion quality, subject to the quality and reproducibility of the booked images. The

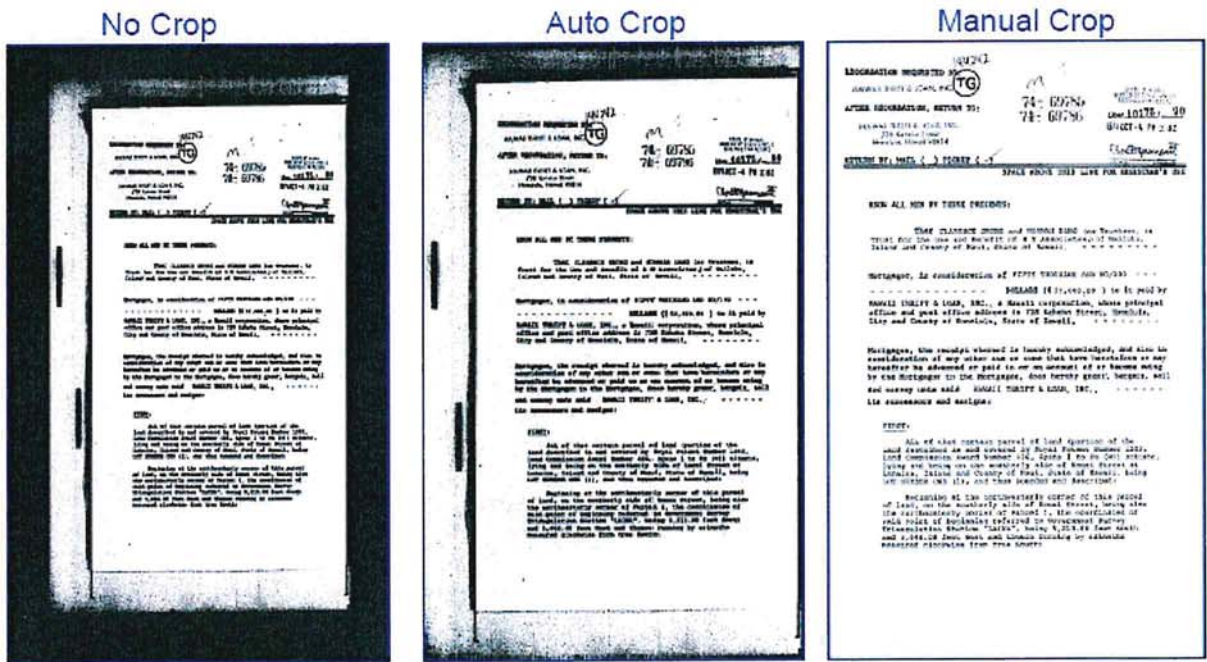
County shall notify the Contractor within twenty (20) business days of receiving scanned, converted images from the Contractor of any images that have failed inspection Contractor shall rescan the failed images and return rescanned images to County for reinspection. County shall reinspect rescanned images and notify Contractor of any images that have failed inspection a second time. If County fails to notify Contractor of rescanned images that have failed a second time within fifteen (15) business days of receiving the rescanned images from the Contractor, those rescanned images shall become accepted and billable items per Schedule B.

The County will have access to JPEG and TIFF images via the Contractor's *ImageXpress* software program. *ImageXpress* enables the County or the Public to easily access images by the Book number. Users can easily browse through the pages of each book, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail individual pages or multiple pages of a document.

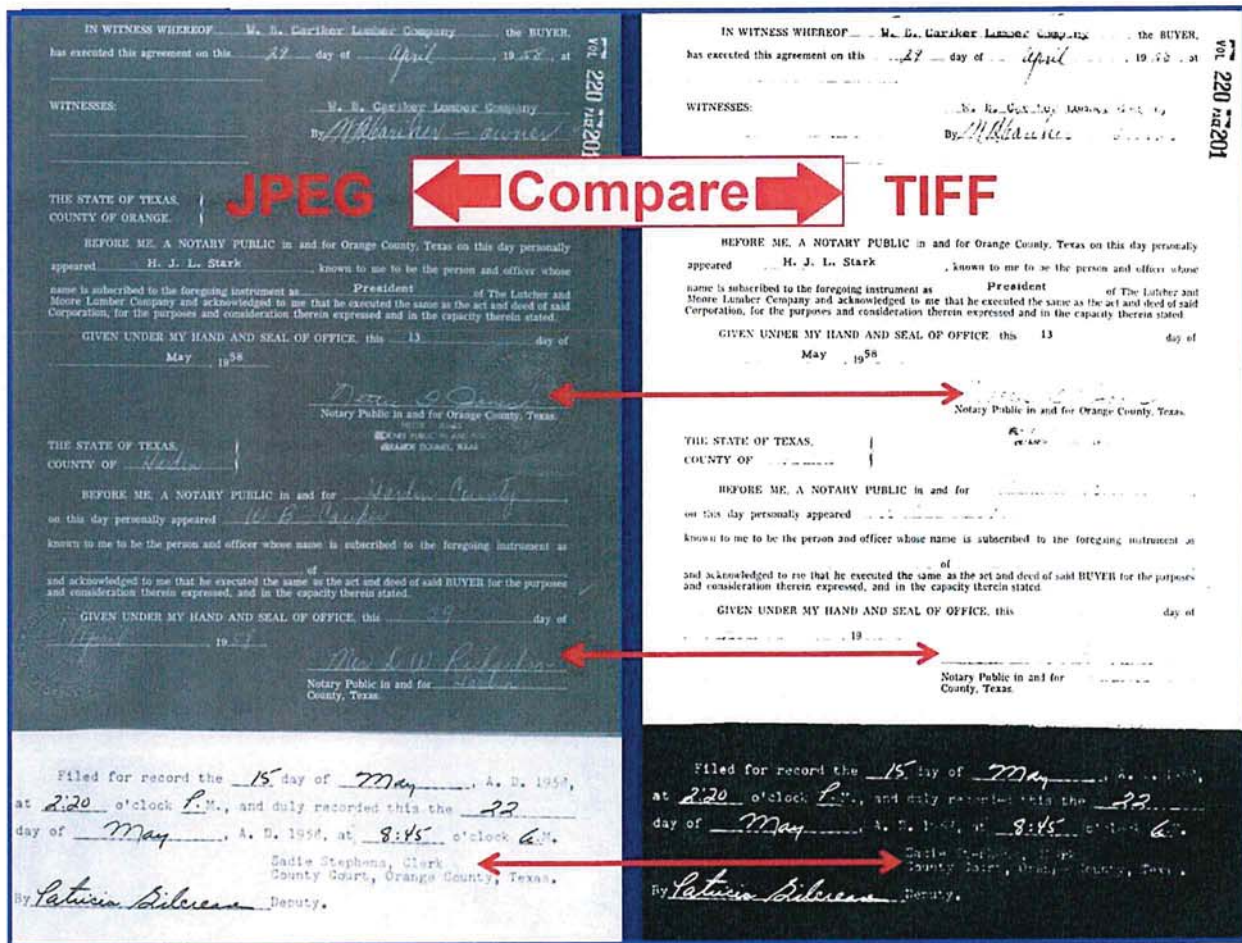
ImageXpress is provided to the County during Stage 2 and 3 processing at no additional charge.

Crop, Inspect, Group, Index and Verify Process

Automatic cropping removes solid black borders that surround the images. Contractor will perform manual cropping to remove these white borders and artifacts in the camera copy board, so the pages return to their original letter or legal size. This will provide a more accurate original page size, fewer bytes per image, better system performance and overall appearance of every image. No data or marginal notations will be removed from the image during this process.



Each black and white TIFF (2 color) image will be visually compared to each grayscale JPEG (256 shades of gray) image on two side by side 27" portrait monitors simultaneously as full size up to 12"W x 18"H. Each image will be checked for page orientation, sequential order, missing pages, duplicate pages, "A" pages, retakes, redox spots, and image quality. Particular attention is to be given to the party names, legal description, Book and Page numbers, Document numbers, date and time stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor-Quality Image Report. Poor quality images will be reported and can be visually inspected in our free software utility called *ImageReview*. Since image quality is subjective and identifies 98% of the poor-quality images, we highly suggest an optional double inspection process where a second team of operators can inspect and report image quality a second time. The reports for each book would be consolidated to deliver the highest image quality possible.



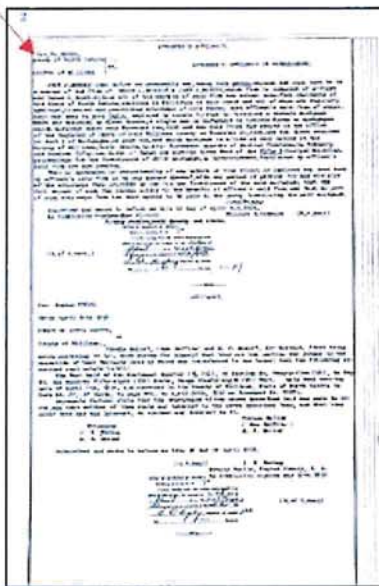
ImageReview will allow the County to easily sort the Poor-Quality Image Report by Book number or the reported issue (light, dark, blurry, redox spots, etc.). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that

need to be reviewed. **ImageReview** will display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after the County has inspected them so multiple inspectors know if an image has already been inspected or not. Once the County's review is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval for specific images to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget. Our Poor-Quality Image Report provides proof that we have inspected 100% of the images with human eyes and allows the County to quickly inspect a small portion of the poor-quality images.

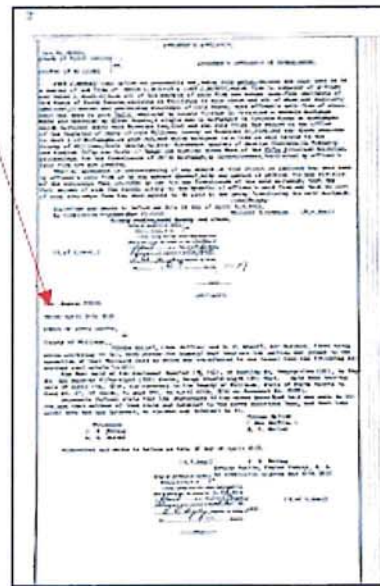
Early records may contain multiple documents on a page; we would electronically duplicate images so that each document will have its own set of images and indexes that can be stored and retrieved in the imaging system.

Example: Book 100 Page 2 contains two documents on one page, the first document would be indexed as Book 2 Page 100, then the page is electronically duplicated, and the second document is indexed as Book 100 Page 2A. If a third document were present on the page, it would be indexed as Book 100 Page 2B.

Book 100 Page 2



Book 100 Page 2A



Contractor's staff will manually group individual pages together for each document and indexed by the book-page number of the first page of the document. Single level grouping and indexing will deliver 98% accuracy. Manual grouping is prone to human errors, and we recommend our optional double grouping and indexing process to eliminate them. 100% of the images will be

grouped and indexed a second time by a second team of operators. The documents and indexes identified by the first operator and the second operator will be compared electronically and any mismatches will be inspected, verified, or corrected by a third operator to deliver 100% index accuracy. This is commonly referred to as double key and verify in the indexing industry. Please note, if double group and indexing is selected by the County, double pass duplication will also be performed.

Cropped, inspected, grouped and indexed images, along with the Poor-Quality Image Report and *ImageReview* software will be transferred to the County through remote access as described in Schedule A – Scope of Services.

Enhancement & Formatting Process

US Imaging will ensure all images are legible and readable (at a quality that is reproducible). US Imaging will provide the County with images to review, including images that would benefit from specific area enhancements. Any specific area enhancements will be approved by the County.

US Imaging will perform specific area enhancement to all County approved images. US Imaging will adjust any poor contrast, either of an entire page or any specific area on a page to provide the most legible TIFF images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media at no additional charge.

IN WITNESS WHEREOF, W. S. Carlsberg Lumber Company the BUYER, has executed this agreement on this 27 day of April, 1958 at _____

WITNESSES: W. S. Carlsberg Lumber Company
W. S. Carlsberg - agent

THE STATE OF TEXAS }
COUNTY OF ORANGE }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally appeared, H. J. L. Stark known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Lumber and More Lumber Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958

[Signature]
Notary Public in and for Orange County, Texas

THE STATE OF TEXAS }
COUNTY OF Hedden }

BEFORE ME, A NOTARY PUBLIC in and for Hedden County on this day personally appeared W. B. Carlsberg known to me to be the person and officer whose name is subscribed to the foregoing instrument as _____ of _____ and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of April, 1958

[Signature]
Notary Public in and for Hedden County, Texas

Filed for record the 15 day of May, A. D. 1958, at 2:20 o'clock P.M., and duly recorded this the 22 day of May, A. D. 1958, at 8:45 o'clock A.M.

Sadie Stephens, Clerk
County Court, Orange County, Texas.
By Patricia Bilsen Deputy.

Grayscale Photostat JPEG

IN WITNESS WHEREOF, W. S. Carlsberg Lumber Company the BUYER, has executed this agreement on this 27 day of April, 1958 at _____

WITNESSES: W. S. Carlsberg Lumber Company
W. S. Carlsberg - agent

THE STATE OF TEXAS }
COUNTY OF ORANGE }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally appeared, H. J. L. Stark known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Lumber and More Lumber Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958

[Signature]
Notary Public in and for Orange County, Texas

THE STATE OF TEXAS }
COUNTY OF Hedden }

BEFORE ME, A NOTARY PUBLIC in and for Hedden County on this day personally appeared W. B. Carlsberg known to me to be the person and officer whose name is subscribed to the foregoing instrument as _____ of _____ and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of April, 1958

[Signature]
Notary Public in and for Hedden County, Texas

Filed for record the 15 day of May, A. D. 1958, at 2:20 o'clock P.M., and duly recorded this the 22 day of May, A. D. 1958, at 8:45 o'clock A.M.

Sadie Stephens, Clerk
County Court, Orange County, Texas.
By Patricia Bilsen Deputy.

Enhanced Black & White TIFF

At the written request of the County, US Imaging will provide optional Masking for pages that contain multiple documents per page. US Imagine will digitally white out the unindexed document so that only the indexed document is being displayed.

2 Documents on a Page



Document 1 – Masked



Document 2 – Duplicated & Masked



At the written request of the County, US Imaging will reverse any dual polarity or marginal notations so that the entire page is white background with black text. This will produce the most legible image possible as well as reduce toner ink for any printed hard copies.

Photostat with Marginal Notation



Standard Polarity Reversal



Marginal Notation Reversal



US Imaging will format all images and indexes to the requirements provided by Landmark. All

enhanced and formatted images will be transferred to the County and imported to Landmark as specified in this Scope of Services.

Schedule B
Compensation

The Contractor shall bill the County upon the completion and approval of each milestone. The County must approve completion of each milestone using the forms contained in Schedule B-Appendix 1. Upon approval, Contractor shall bill the County for services performed at the following rates:

Description of Service	Price	Price per
Image Enhancement – Manually Crop Excess Borders	\$0.03	Per image
Image Enhancement – Single Inspect & Report Quality	\$0.035	Per image
Image Enhancement – Manual Specific Area Enhancement	\$0.40	Per image
Scanning – Per Day On-Site per Scanner Equipment	\$500	Per day
Scanning – Bound Image to Scan & Inspect 300dpi Color/Grayscale JPEG	\$0.215	Per image
Scanning – Mechanical Image to Scan & Inspect 300dpi Color/Grayscale JPEG (up to 12”)	\$0.115	Per image
Scanning – Oversized Mechanical Image to Scan & Inspect 300dpi Color/Grayscale JPEG (over 12”)	\$0.31	Per image
Scanning – Convert Color/Grayscale JPEG to B&W TIFF	\$0.015	Per image
Scanning – Convert Color/Grayscale JPEG to B&W TIFF (Photostat Images)	\$0.02	Per image
Indexing – Single Duplicate (Multi-Doc) Pages	\$0.03	Per image
Indexing – Single Group & Index Pages as Documents (Book-Page #)	\$0.035	Per image
Indexing – Per Document to Double Pass Index & Verify Partially Handwritten Documents (Marriage Records1)	\$0.80	Per Document
Indexing – Per Document to Double Pass Index & Verify Typed Documents (Marriage Records1)	\$0.55	Per Document
Indexing – Per Document to Double Pass Index & Verify Handwritten Documents (Land Records2)	\$2.25	Per Document
Indexing – Per Document to Double Pass Index & Verify Partially Handwritten Documents (Land Records2)	\$1.80	Per Document
Indexing – Per Document to Double Pass Index & Verify Typed Documents (Land Records2)	\$1.50	Per Document
Prep Book/Paper Media for Scanning or DePrep Post Scan	\$40	Per Hour
Image Enhancement – Double Inspect & Report to 100% Accuracy	\$0.03	Per Image
Indexing – Double Duplicate (Multi-Doc) Pages to 100% Accuracy	\$0.03	Per Image
Indexing – Double Group & Index Pages as Documents to 100% Accuracy (Book-Page #)	\$0.03	Per Image
Mask Unwanted Documents (Multi-Doc Pages)	\$0.04	Per Image

Description of Service	Price	Price per
Reverse Dual Polarity	\$0.04	Per Image
Reverse Marginal Notations	\$0.04	Per Image
USB Hard Drives	\$250	Each
USB Hard Drive Shipment	\$45	Each

¹Marriage Record pricing is based on the following fields:

- a. Document Type
- b. Recording Date
- c. Marriage Date
- d. Book-Page (indexed in Stage 2)
- e. Certificate Number
- f. Party 1 Name
- g. Party 2 Name

²Land Record pricing is based on the following fields:

- a. Document Type
- b. Recording Date
- c. Book-Page (indexed in Stage 2)
- d. Auditor File Number
- e. Grantor
- f. Grantee
- g. Legal Description
 1. Subdivision
 2. Lot
 3. Block
 4. Section
 5. Township
 6. Range
- h. Document Links / Reference Book-Page

Schedule B – Appendix 1

County Approval of Milestones

The County Auditor or designee will approve each milestone of deliverables as described in Schedule A. Milestone 1 is due within 90 days of the Effective Date of the contract. The remaining Milestones are due one year, two years, and three years from the Effective Date of contract, respectively. After approval for Milestones , the Contractor will invoice the County as described in Schedule B.

The total number of images that are successfully imported and properly indexed in Landmark with image quality that is legible and readable (at a quality that is reproducible) will be added to each milestone approval, prior to signature by the County Auditor or designee.

Schedule:

Year 1 Schedule: Pilot Phase. Grouping, Inspecting, Naming, Enhancing, and Importing and Indexing Snohomish County Official Records 1966 to 1976 Documents in Landmark. (Milestones 1, 1.2, 1.3, 1.3a, 1.4)

Year 2 Schedule: Scanning from original source media, Grouping, Inspecting, Enhancing, and Importing Snohomish County Land, Miscellaneous, and Vitals Records 1840 to 1976 Documents in Landmark. (Milestones 2.1, 2.2, 2.3, 2.3a, 3.1, 3.2, 3.3, 3.3a)

Year 3 Schedule: Indexing Snohomish County Land, Miscellaneous, and Vital Records 1840 to 1976 Documents in Landmark. (Milestones 2.4, 3.4)

Milestones are due no later than each year on the anniversary of the effective date of the contract. Any phase of the contract can be finished early with approval of the County. The pilot phase will be due within 90 days of the Effective Date of this agreement. Continuation of the project is contingent on County approval each milestone. The County will indicate acceptance of each milestone as outlined below.

Milestone 1.1: Pilot Phase

Snohomish County Auditor's Office approves that 7,500 images are successfully imported and correctly indexed in Landmark with image quality that is legible and readable (at a quality that is reproducible). Milestone 1 is fulfilled and approved. There is no cost associated with this milestone.

County Auditor

Date

Milestone 1.2: Completion of Grouping and Inspection, 1966 to 1976 Official Records

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully Imaged, Grouped and Named, with a Poor Quality Image Report. Milestone 1.2 is fulfilled and approved. Contractor will submit an invoice based on costs per image as outlined in Schedule B.

County Auditor

Date

Milestone 1.3: Completion of Enhancing, 1966 to 1976 Official Records

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully Imaged with image quality that is legible and readable (at a quality that is reproducible). Milestone 1.3 is fulfilled and approved. Contractor will submit an invoice based on costs per image as outline in Schedule B.

County Auditor

Date

Milestone 1.3A: Importing Documents into Landmark, 1966 to 1976 Official Record

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully imported in Landmark with image quality that is legible and readable (at a quality that is reproducible). Milestone 1.3A is fulfilled and approved. There is no cost associated with this milestone.

County Auditor

Date

Milestone 1.4: Indexing Documents in Landmark, 1966 to 1976 Official Record

Snohomish County Auditor's Office approves that _____ (insert number) of images are correctly indexed in Landmark with image quality that is legible and readable (at a quality that is

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully imported in Landmark with image quality that is legible and readable (at a quality that is reproducible). Milestone 2.3A is fulfilled and approved. There is no cost associated with this milestone.

County Auditor

Date

Milestone 2.4: Indexing Documents in Landmark, 1840 to 1976 Land and Miscellaneous Record

Snohomish County Auditor's Office approves that _____ (insert number) of images are correctly indexed in Landmark with image quality that is legible and readable (at a quality that is reproducible). Milestone 2.4 is fulfilled and approved. Contractor will submit an invoice based on costs per document as outline in Schedule B.

County Auditor

Date

Milestone 3.1: Completion of Imaging, 1840 to 1976 Vital Records

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully imaged from the original source media onsite. Milestone 3.1 is fulfilled and approved. Contractor will submit an invoice based on costs per image as outline in Schedule B.

County Auditor

Date

Milestone 3.2: Completion of Grouping and Inspection, 1840 to 1976 Vital Records

Snohomish County Auditor's Office approves that _____ (insert number) of images are successfully imaged, grouped and named, with a Poor Quality Image Report. Milestone 3.2 is fulfilled and approved. Contractor will submit an invoice based on costs per image as outline in Schedule B.

County Auditor

Date

Schedule A, Attachment A

Known Books Without Digital Images

Book	Number of Volumes	Volumes	Years	Approx pages	Comments
Commissioners' Proceedings	60	Vols 1-60	1861-1979	28723	Vols 61 and 62 are blank
Commissioners' Proceedings Index	10	Vols 1-10	1861-1975	4680	
Honorable Discharge Record	46	Vols 1-46	1919-1979	25595	
Honorable Discharge Index	2	Vols 1-2	1943-1986	1540	
Marriage Certificate Index	20		1867 - 1984	6640	
Deeds (Books A and B)	2	Vol A - B		516	
Sum approx pages				67694	