

## AGREEMENT FOR MICROFILM REGENERATION SERVICES

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## AGREEMENT FOR PROFESSIONAL SERVICES

**WHEREAS**, COUNTY OF SAN MATEO, hereinafter called "County," is a political subdivision of the State of California, located at 400 County Center, Redwood City, California 94063; and

**WHEREAS**, IMAGEMAX, INC., hereinafter called "Contractor," is a Pennsylvania corporation, doing business at 1887 Whipple Road, Hayward, California, 94544; and

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for County's Assessor-County Clerk-Recorder Department; and

**WHEREAS**, pursuant to California Government Code section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

### **NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

In consideration of the payments hereafter set forth, Contractor, under the general direction of the Assessor-County Clerk-Recorder or his designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedule A, attached hereto and incorporated herein by reference. Such services shall be provided in a professional and diligent manner.

#### **1. Payments**

**1.1 Maximum Amount.** In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed two hundred thousand dollars (\$200,000) for the term of the contract.

**1.2 Rate of Payment.** The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein by reference. Any rate increase is subject to the approval of the Assessor-County Clerk-Recorder or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2.1, above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Assessor-County Clerk-Recorder or his designee.

**1.3 Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents

the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

## **2. Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

## **3. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, or employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in California Civil Code section 2778.

## **4. Insurance**

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Assessor-County Clerk-Recorder. Contractor shall furnish the Assessor-County Clerk-Recorder with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Assessor-County Clerk-Recorder of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of section, or in the event any notice is received that indicates any required insurance coverage will be diminished or canceled. County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements, by giving sixty (60) days notice to Contractor.

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess only. Said certificate of insurance is attached hereto as Exhibit 1 and is incorporated by reference herein.

#### **4.1 Workers' Compensation and Employer Liability Insurance**

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by section 1861 of the California Labor Code:

*I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.*

#### **4.2 Liability Insurance**

Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

|   |             |
|---|-------------|
| (1) Comprehensive General Liability ..... | \$1,000,000 |
| (2) Motor Vehicle Liability .....         | \$1,000,000 |
| (3) Professional Liability .....          | \$1,000,000 |

## **5. Non-discrimination**

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability, or veteran's status. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

With respect to the provision of employee benefits, Contractor shall comply with the provisions of Title 2, Chapter 2.93 of the San Mateo County Ordinance Code, which prohibit contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. Contractor's signed declaration of compliance therewith is attached hereto as Exhibit 2 and is incorporated herein by this reference.

### **5.1 Violations**

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: (i) termination of this Agreement; (ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; (iii) liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and (iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

### **5.2 Enforcement**

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: (i) examine Contractor's employment records with respect to compliance with this paragraph; (ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Agreement or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

## **6. Assignments and Subcontracts**

Without the written consent of the Assessor-County Clerk-Recorder, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the

Assessor-County Clerk-Recorder is a breach of this Agreement and shall automatically terminate this Agreement.

Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Assessor-County Clerk-Recorder or his designee.

All assignees, subcontractors, or consultant approved by the Assessor-County Clerk-Recorder or his designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the acts and/or omissions of the assignee, subcontractor, or consultant.

All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**7. Amendment of Agreement**

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

**8. Records**

Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or their appropriate audit agencies, upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**9. Confidentiality and Property Rights**

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public records and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to County's operations which is made available to Contractor in order to carry out this agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as County requires of its own personnel. Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the agreement, or is rightfully obtained from third parties.

Any system or documents developed, produced, or provided under this Agreement shall become the sole property of County.

#### **10. Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including but not limited to, the Americans with Disabilities Act of 1990, as amended, and all applicable ordinances and regulations, including but not limited to, appropriate licensure, certification and provisions relating to confidentiality of records and applicable quality assurance regulations.

#### **11. Interpretation and Enforcement**

##### **11.1 Communications**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (1) In the case of County, to:
  - (a) County of San Mateo  
County Assessor-County Clerk-Recorder  
Attn: Warren Slocum, Assessor-County Clerk-Recorder  
555 County Center, First Floor  
Redwood City, CA 94063-1665; or
  - (b) such person or address as County may, from time to time, furnish to Contractor; and
- (2) In the case of Contractor, to:
  - (a) ImageMax, Inc.  
Attn: Rocci Trillo, Account Manager  
1887 Whipple Road, Hayward, California, 94544; or
  - (b) such person or address as Contractor may, from time to time, furnish to County.

##### **11.2 Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

#### **12. Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of Agreement shall be from January 9, 2002 through August 31, 2002. This Agreement may be terminated by either party or the party's designee at any time, upon thirty (30) days written

notice to the other party. In the event of termination, all finished or unfinished materials and deliverables received or prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the Assessor-County Clerk-Recorder Department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

**IMAGEMAX, INC.**

By: \_\_\_\_\_

President, Board of Supervisors

By: Rocci Trillo

Rocci Trillo  
Account Manager

Date: \_\_\_\_\_

Date: 12-20-01



**SCHEDULE A**

**STATEMENT OF WORK  
MICROFILM REGENERATION - DUPLICATION**

**Submitted to:  
San Mateo County  
Office of the Assessor-County Clerk-Recorder**

**Submitted by:  
ImageMax  
1887 Whipple Road  
Hayward, CA 94545  
(510) 471-4700**

**Daniel Slaven  
Production Manager**

**September 20, 2001**

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## **1.0 Overview**

### **1.1 Project Background**

ImageMax, Inc. (ImageMax) will provide Microfilm Regeneration - Duplication services for San Mateo County, Office of the Assessor-County Clerk-Recorder (the County). The microfilm to be duplicated is located at the Iron Mountain storage facility in Tracy, CA. All microfilm rolls to be duplicated are undamaged and unused, not used for document retrieval, silver master rolls. There are approximately 2,300 rolls of 16mm and approximately 1,750 rolls of 35mm microfilm to be processed. All rolls will be duplicated to "negative appearing" image polarity. 35mm rolls will be optically reduced to 16mm prior to duplication. One diazo and two silver duplicates will be produced from each 16mm microfilm silver master roll. ImageMax will pick up microfilm at the County Clerk-Recorder's Offices located at 555 County Center, Redwood City, CA. ImageMax will transport the microfilm to our conversion facility in West Sacramento, CA.

All microfilm rolls will be logged into the ImageMax facility in West Sacramento. They will be inspected and prepared for optical reduction and duplication. Duplicate diazo rolls will be loaded into ANSI cartridges. Duplicate silver rolls will be placed in acid free microfilm storage boxes. The County and ImageMax will agree upon all labeling. ImageMax will create the required labels and affix them to the boxes and ANSI cartridges.

The duplication/optical reduction project will be completed not later than August 31, 2002.

### **1.2 Project Assumptions**

**1.2.1** All the County microfilm rolls to be duplicated and processed are believed to be either 16mm or 35mm silver master microfilm rolls, although the presence of some duplicate, rather than master, rolls is subject to confirmation at the time of removal from their current storage facility in Tracy, California. These rolls are undamaged and unused, not having been used for document retrieval. All rolls provided will be on spools and in labeled microfilm boxes. Delivery of microfilm rolls to ImageMax will be in sufficient quantities to keep ImageMax personnel fully utilized during the project.

To ensure that ImageMax receives rolls in sufficient volume to keep all its personnel fully utilized, the parties will establish by mutual agreement a reasonable Required Daily Volume (RDV) of original film rolls to be delivered by County and regenerated by ImageMax. The RDV will be established at the start of the production project and updated on a

regular basis throughout the project. The initial RDV is 40, based on estimated rate of inventory assessment to be performed simultaneously by the County Clerk-Recorder.

ImageMax will meet all schedules in good faith.

**1.2.2** ImageMax will provide bar-coded labels for the transportation boxes containing the silver master microfilm rolls. The County will affix a transportation box label onto the end of every transportation box picked up by ImageMax.

**1.2.3** The County will inventory microfilm rolls for duplication; creating a Transmittal Sheet that will accompany the box containing the silver master microfilm rolls. The transmittal sheet will contain the transport box number, microfilm roll number and brief description.

**1.2.4** Pickup and Delivery: ImageMax will use its own delivery vehicles and personnel to pickup transportation boxes containing the microfilm rolls every week at the County facility in Redwood City.

**1.2.5** Estimated volumes are:

- Approximately 4,350 rolls of 16mm rolls to be duplicated.
- Approximately 1,750 rolls of 35mm rolls to be optically reduced to 16mm and then duplicated.

**1.2.6** All 35mm microfilm rolls will be optically reduced to 16mm-roll microfilm prior to duplication.

**1.2.7** All duplicate rolls are to in "negative appearing" image polarity. ImageMax will convert rolls containing mostly "positive appearing" (clear document background with black characters) photostat images into "negative appearing" (black document background with clear characters) using a silver duplication process. Rolls containing intermixed positive and negative polarity images will be converted so that the majority of images on that roll appear "negative appearing".

**1.2.8** One diazo duplicate and two silver duplicates will be made from each 16mm silver microfilm roll.

**1.2.9** Diazo duplicate rolls will be loaded onto ANSI reels with built-in posts inserted in ANSI cartridges.

**1.2.10** Silver duplicate rolls will be loaded onto ANSI reels with built-in posts and packages in acid free boxes.

**1.2.11** The County and ImageMax will agree upon label format and content. Labels will be furnished and applied to the ANSI cartridges and boxes by ImageMax.

**1.2.12** ImageMax will create approximately 6,000 silver duplicate rolls and approximately 3,900 diazo duplicate rolls.

## **2.0 PROJECT LOGISTICS MANAGEMENT**

### **2.1 Receipt and Inventory Control**

ImageMax's standard practices implement rigorous inventory control and tracking procedures. Our standard procedures include maintaining an Inventory Control Log. Throughout the entire conversion process, ImageMax will be able to supply the County with the exact status of each box and roll. ImageMax will maintain the system that will track the progress and location of every document in the conversion process. ImageMax will work with the County to create specific procedures to allow quick and convenient access to any roll in ImageMax's possession.

ImageMax will provide the County with customized Transmittal Sheets and Box Routing Labels in order to contribute to a tightly managed box tracking process. The Transmittal Sheets will be completed by the County and inserted into the transportation box with the microfilm. The labels will be sequentially numbered by ImageMax with both a barcode and eye-readable number to simplify tracking and logging procedures.

As part of the box assembly, the County will pack each box with rolls to be processed, will affix the adhesive-backed Routing Sheet to the outside of each box. The County will complete the portion of the Box Routing Sheet relative to the Date Created and Roll Number Range, and make the boxes available for ImageMax pickup. As boxes of rolls are received from the County, detailed tracking logs will be employed to provide a trace.

When the boxes are ready to be picked up, the County will call ImageMax to schedule a pick-up.

- The phone number for Pick-Up is (510) 471-4700. The ImageMax pick-up coordinator is Bonita Hall. Back-up coordinator is Lance White, at the same phone number. When scheduling a pick-up, the County should give the number of boxes that will be ready on the pick-up date, along with the Box Numbers to be picked-up.
- The ImageMax driver will pick-up boxes of roll film to the County facility located at: 555 County Center, Redwood City, CA 94063.

The ImageMax driver will manifest the boxes being picked-up; that is, he will ensure that the number of boxes and the box numbers match those on the "Pick-up Slip". The ImageMax driver will ensure that someone from the County signs the Pick-up Slip as acknowledgement of its accuracy.

## **2.2 Inventory**

When boxes of microfilm arrive at the ImageMax facility in Sacramento, CA, ImageMax will inventory each box detailing beginning and ending roll numbers in each box, and highlighting any gaps in the sequential roll numbers. If the County has provided an inventory to ImageMax with the boxes are picked up, ImageMax will check off all roll numbers from that inventory. Once the box inventory for each shipment is complete, a copy of the inventory sheet(s) will be faxed to the County at the following number: (650) 363-1903, Attn: Theresa Rabe.

## **2.3 Duplication**

The goal is to produce one diazo and two silver duplicate rolls with "negative appearing" image polarity. This will be accomplished by using a combination of "Direct Duplicate" silver duplicating film, producing the same polarity image as the original, and "Reversing" silver duplicating film, changing the original film polarity, as depicted in Attachments 1 through 5.

The diazo duplication process, like direct duplicate silver film, maintains the polarity of the master roll.

## **2.4 Microfilm Inspection**

In order to maintain accountability, each box of rolls is inspected after receipt. When the box is delivered to the inspector, the inventory control log and the box-tracking sheet will be updated.

The inspector is checking roll polarity (positive or negative appearing rolls), adequate leader length, microfilm cleanliness and looking for damage. When the box is delivered to the prep clerk, the Inventory Control Log and box-tracking sheet will be updated.

**Physical Preparation:** Microfilm will be separated into 16mm and 35 mm rolls. Within these groups, rolls will be separated by polarity (positive or negative appearing rolls). If the leader is too short, additional leader will be spliced to the roll.

## **2.5 16mm Duplication for "2.5—Negative Appearing" Rolls**

When roll polarity is already "negative appearing" images as desired ImageMax will produce one (1) diazo duplicate and two (2) silver copies of the roll. The diazo duplication

process is accomplished on a diazo film duplicator. Creation of the silver duplicated is a darkroom operation exposing the duplicate on a silver duplicator using direct duplication microfilm to maintain the same microfilm roll polarity. The exposed silver duplicate microfilm is then developed in the film processor also in the darkroom.

## **2.6 16mm Duplication for “Positive Appearing” Rolls**

When roll polarity is “positive appearing” photostat images, ImageMax will first need to reverse the roll polarity to “negative appearing” images. We can create the two silver duplicates using silver duplicate film that will reverse the polarity. From one of these silver duplicate rolls we can then make the required diazo duplicate copy.

## **2.7 Optical Reduction of 35mm Rolls**

All 35mm rolls will be optically reduced onto 16mm-roll microfilm. Like the original 35mm microfilm, the 16mm duplicate will contain no image mark blips.

Once the optically reduced 35mm-to-16mm rolls are available, they will be processed as described in sections 2.4 and 2.5.

The Duplicator Operator performs the following:

- Clean and calibrate the duplicators at the start of each work shift.
- Duplicate all rolls based on the roll polarity and ImageMax established procedures.
- View images at the QC station to permit monitoring of continued film quality.

ImageMax will update the Inventory Control Log and Box Routing Sheet indicating that the batch has been duplicated.

## **2.8 Labeling**

ImageMax and the County will agree upon the duplicate ANSI cartridge and roll box labels. ImageMax will produce the required labels and affix them to the cartridges or boxes.

## **2.9 Final Quality Control and Reconciliation**

A microfilm inspector will check for image quality, cartridge loading, proper labeling and packaging prior to return to the County.

## **2.10 Delivery to the County**

Original microfilm rolls and their duplicates will be delivered back to the County on a weekly basis, with new boxes of film to-be-duplicated picked-up at the same time. Box numbers and (original) inventory lists will be delivered with each shipment. All film will be delivered to:

- The ImageMax driver will deliver transportation boxes of silver master, diazo duplicate and silver duplicate microfilm rolls to the County facility located at: 555 County Center, Redwood City, CA 94063.

### **3.0 PROJECT SCHEDULE**

ImageMax and County will work together to establish a mutually agreeable project schedule. County recognizes that completion of the project is subject to the availability of equipment, manpower, and original film rolls. It is mutually understood that the quality (master or duplicate) and quantity of original film rolls to be regenerated is subject to some uncertainty, pending the completion of the simultaneous inventory to be performed by the Clerk-Recorder (see Project Assumption 1.2.1, above). It is also mutually understood that ImageMax has agreed to purchase or otherwise secure the necessary equipment, supplies, and manpower to complete the work according to the agreed project schedule set forth below.



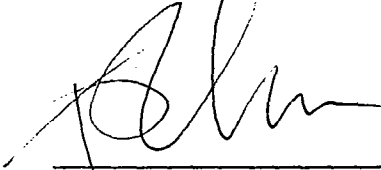
## SCHEDULE

| ID | Task Name                  | Duration | Start       | Finish      | January |   |   | February |   |   | March |   |   | April |   |   | May |   |   | June |   |   | July |   |   | August |   |   |
|----|----------------------------|----------|-------------|-------------|---------|---|---|----------|---|---|-------|---|---|-------|---|---|-----|---|---|------|---|---|------|---|---|--------|---|---|
|    |                            |          |             |             | B       | M | E | B        | M | E | B     | M | E | B     | M | E | B   | M | E | B    | M | E | B    | M | E | B      | M | E |
| 1  | Project Set-up             | 2 wks    | Mon 1/7/02  | Fri 1/18/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 2  | Interchange Test           | 1 wk     | Mon 1/14/02 | Fri 1/18/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 3  | Production Start           | 0 days   | Fri 1/18/02 | Fri 1/18/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 4  | Production- Duplicates     | 20 days  | Mon 1/21/02 | Fri 2/15/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 5  | Rolls 1-400 received       | 10 days  | Mon 1/21/02 | Fri 2/1/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 6  | Rolls 401-600 received     | 10 days  | Mon 1/28/02 | Fri 2/8/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 7  | Rolls 601-800 received     | 10 days  | Mon 2/4/02  | Fri 2/15/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 8  |                            |          |             |             |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 9  | Rolls 1-200 returned       | 0 days   | Mon 1/28/02 | Mon 1/28/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 10 | Rolls 201-400 returned     | 0 days   | Mon 2/4/02  | Mon 2/4/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 11 | Rolls 401-600 returned     | 0 days   | Mon 2/11/02 | Mon 2/11/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 12 |                            |          |             |             |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 13 | Rolls 1-200 silver duped   | 5 days   | Mon 1/21/02 | Fri 1/25/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 14 | Rolls 1-200 diazo duped    | 5 days   | Mon 1/21/02 | Fri 1/25/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 15 | Dups 1-200 returned        | 0 days   | Mon 1/28/02 | Mon 1/28/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 16 | Rolls 201-400 silver duped | 5 days   | Mon 1/28/02 | Fri 2/1/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 17 | Rolls 201-400 silver duped | 0 days   | Mon 2/4/02  | Mon 2/4/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 18 | Dupes 201-400 returned     | 0 days   | Mon 2/4/02  | Mon 2/4/02  |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 19 |                            |          |             |             |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 20 | Continue, through:         | 170 days | Mon 1/7/02  | Fri 8/30/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 21 | Silver Dups: 6,650 rolls   | 101 days | Mon 1/7/02  | Mon 5/27/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |
| 22 | Diazo Dups: 4,350 rolls    | 170 days | Mon 1/7/02  | Fri 8/30/02 |         |   |   |          |   |   |       |   |   |       |   |   |     |   |   |      |   |   |      |   |   |        |   |   |

#### 4.0 SIGNATURES

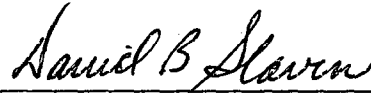
With their signatures below, the parties signify their agreement that the contents of this Statement of Work accurately defines the work to be performed by ImageMax, Inc. in connection with the conversion services agreement between ImageMax and the County.

COUNTY OF SAN MATEO



By: Theresa Rabe  
Deputy Clerk-Recorder

IMAGEMAX, INC.



By: Daniel B. Slaven  
Production Manager

#### 5.0 IMAGEMAX CONTACTS

**Production Issues:**

Brenda Johnson  
Production Manager-Sacramento  
840 Riverside Parkway, Suite 60  
West Sacramento, CA 95605  
Phone: (916) 679-3901, Ext. 107  
Fax: (916) 679-3910

Dan Slaven  
Production Manager-West Region  
1887 Whipple Road  
Hayward, CA 94544  
Phone: (510) 471-4700  
Cell: (925) 872-6067

**Sales/Administrative Issues:**

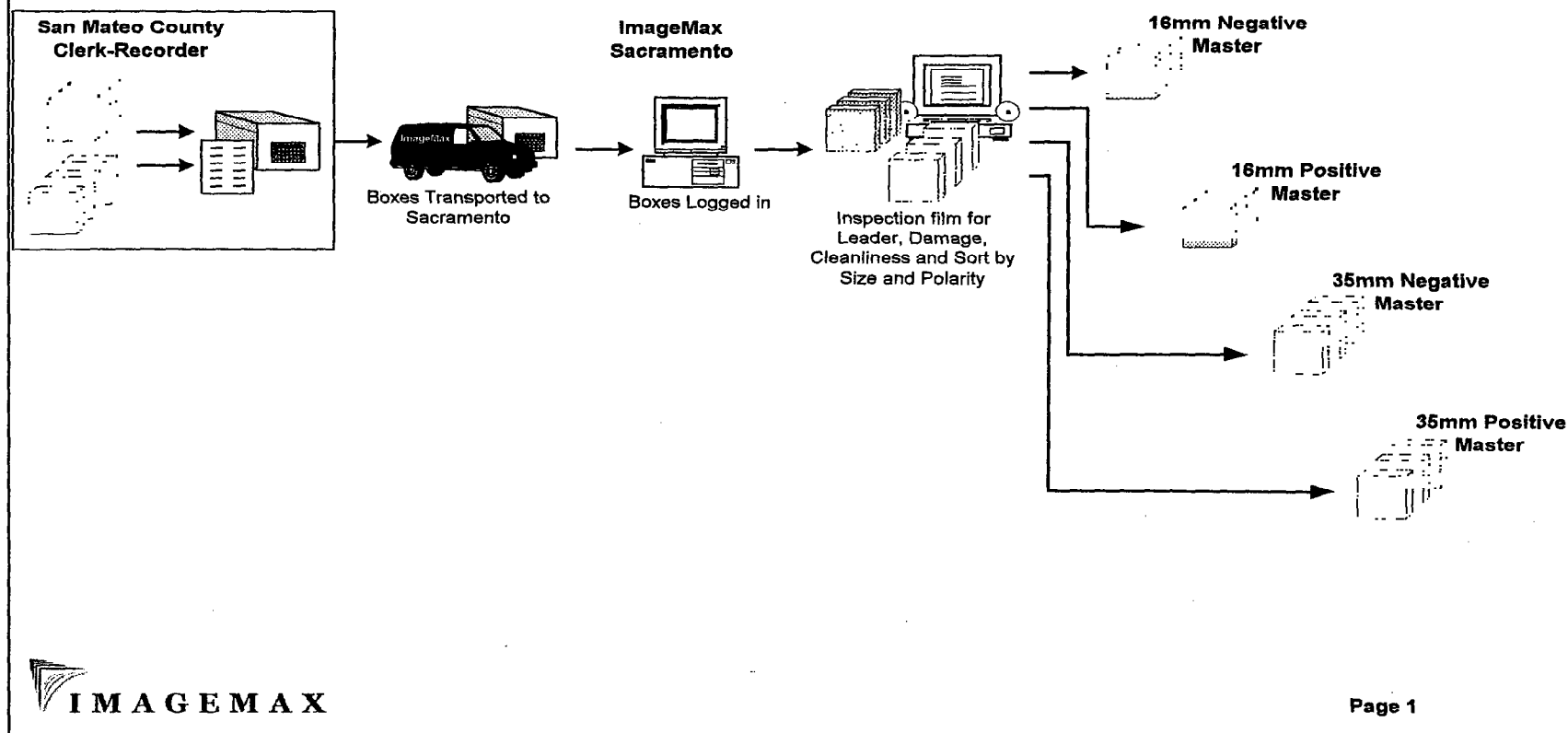
Rocci Trillo  
Account Executive  
1887 Whipple Road  
Hayward, CA 94544  
(510) 477-3487  
(408) 209-1594

Peter Goodrich  
VP Sales, West Region  
391 Mt. Sequoia Place  
Clayton, CA 94517  
(925) 673-1475  
(925) 788-9897 cell

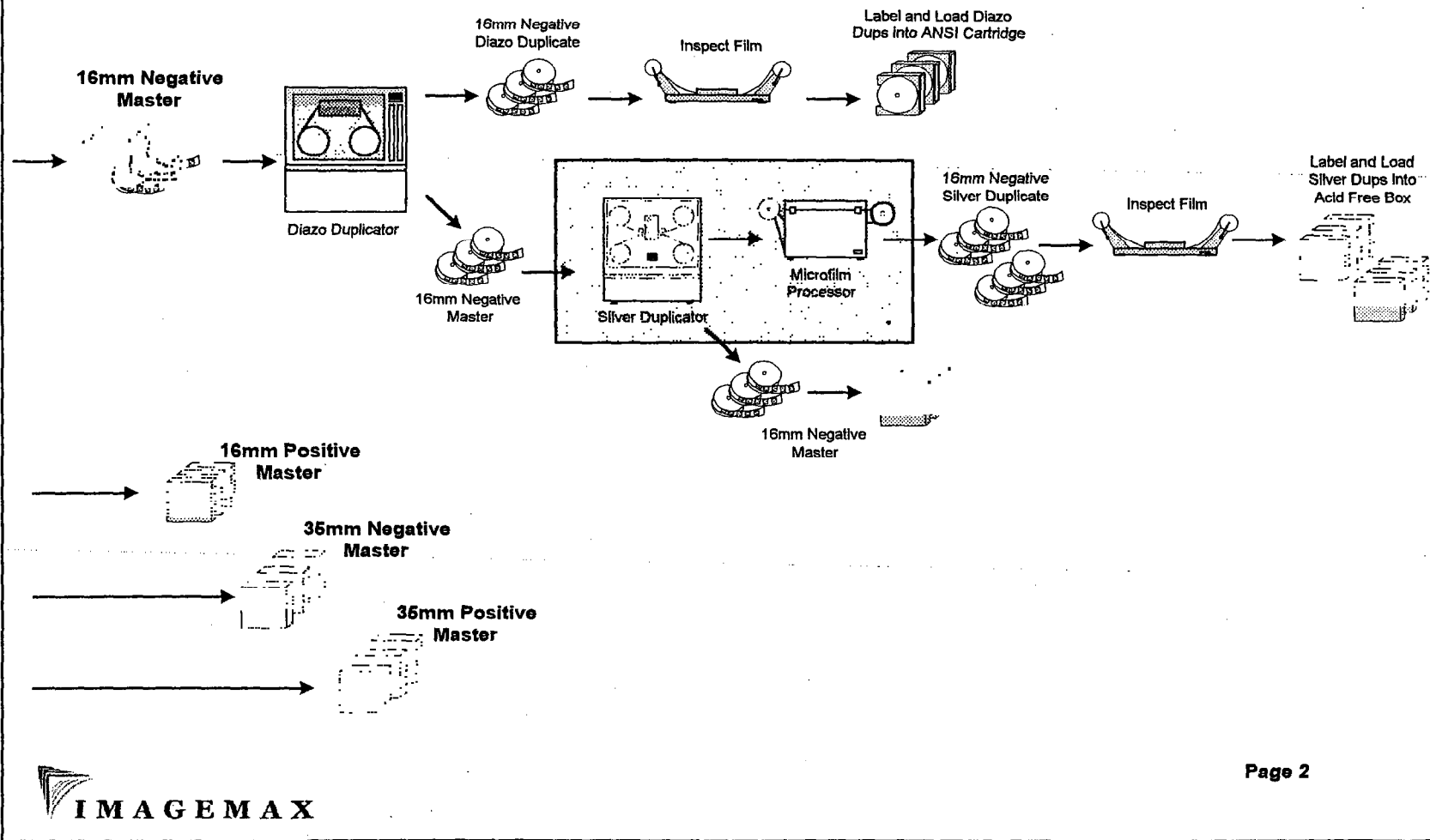
**Accounting Issues:**

James Woolacott  
840 Riverside Parkway  
West Sacramento, CA 95605  
(916) 691-3901

# Workflow for Duplication and Optical Reduction for San Mateo County Recorder-Clerk Microfilm

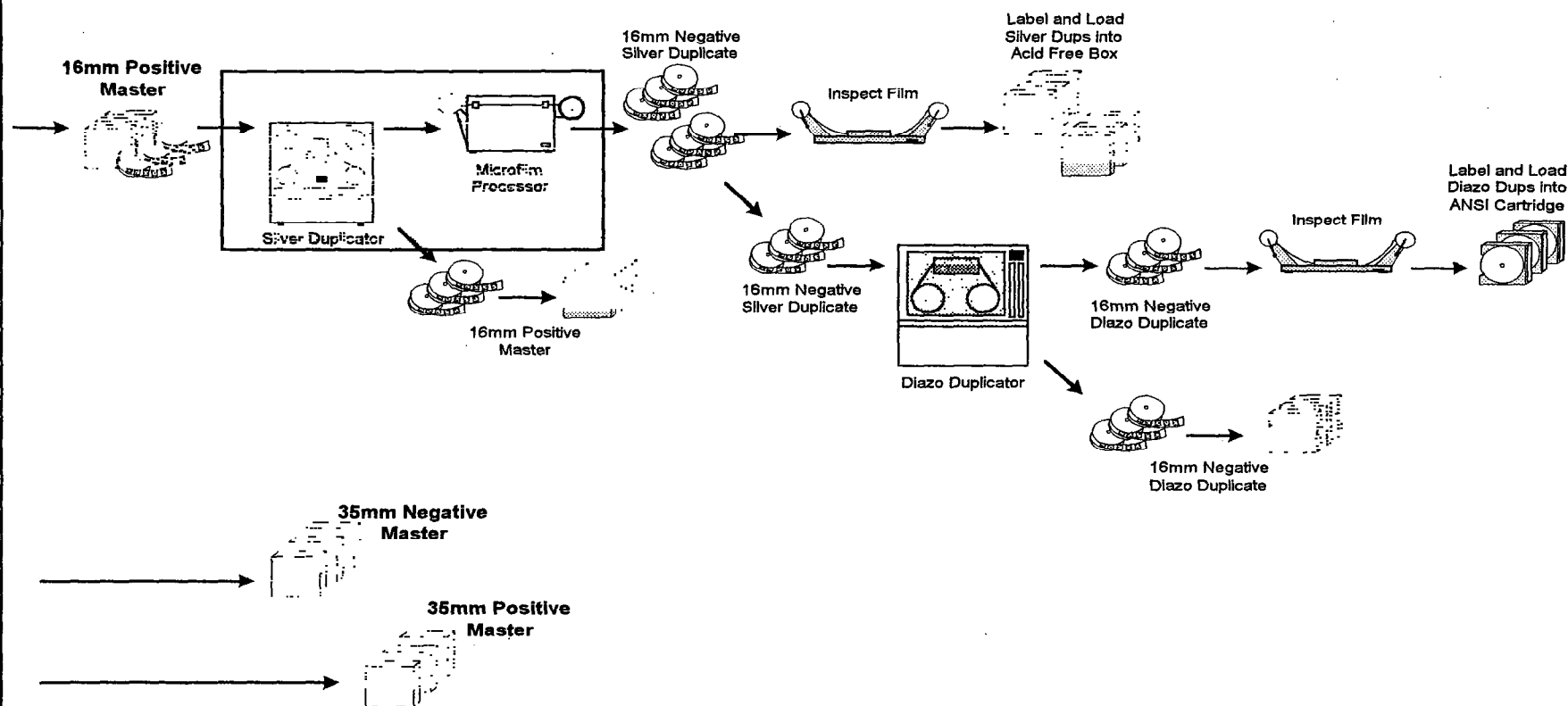


## Workflow for Duplication of one Diazo and two Silver Copies from 16mm Negative Microfilm Rolls



Page 2

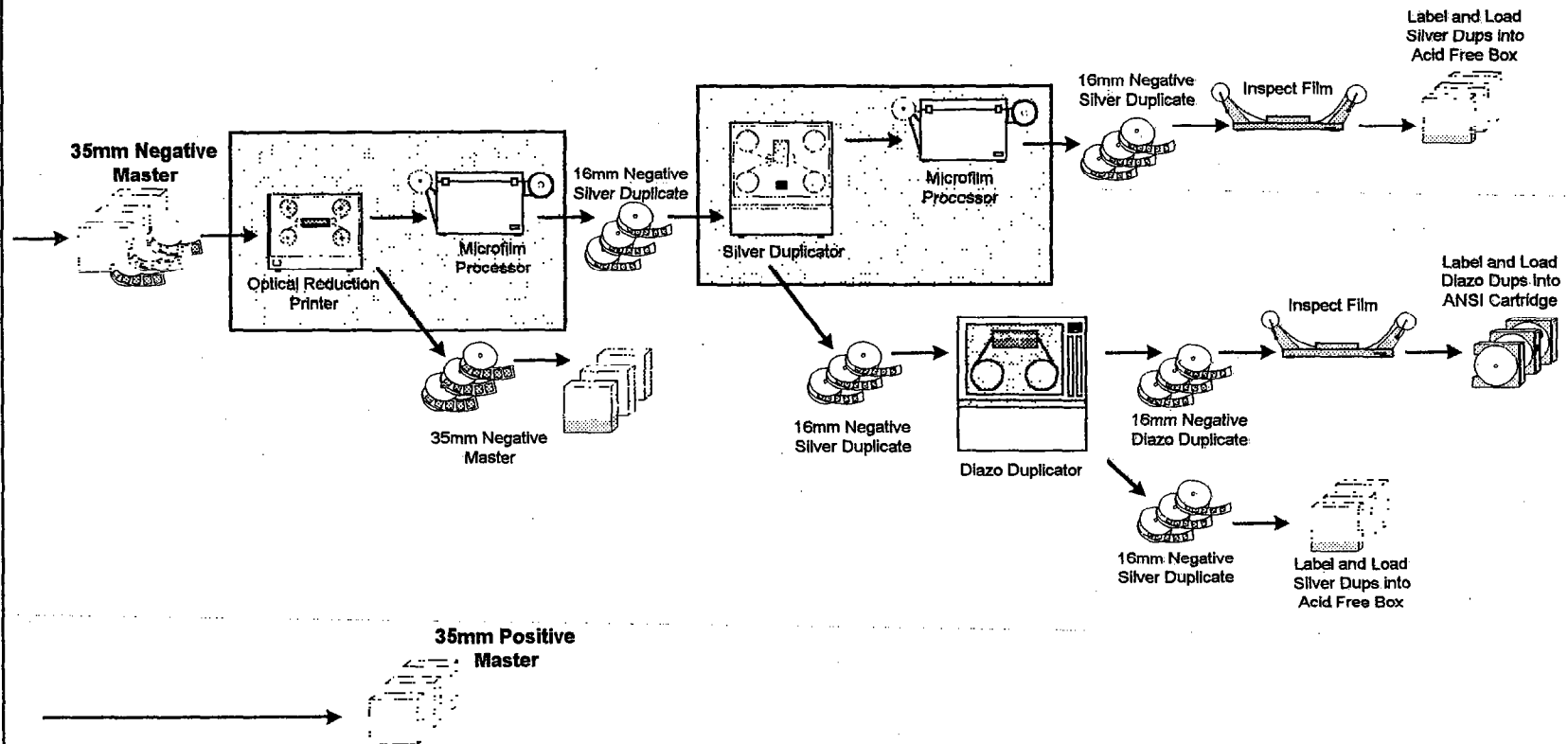
## Workflow for Duplication of one Diazo and two Silver Copies from 16mm Positive Microfilm Rolls



**IMAGEMAX**

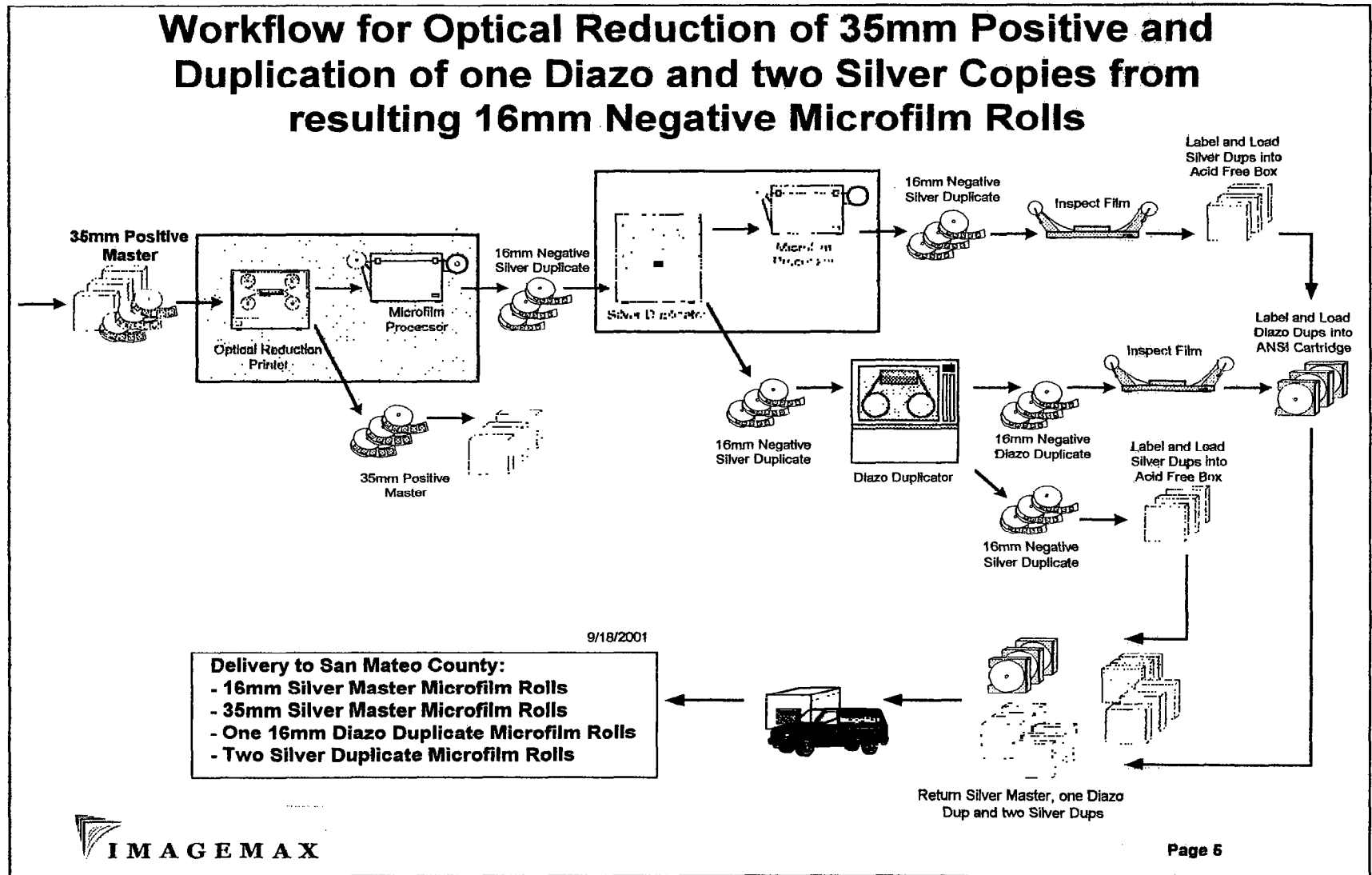
Page 3

## Workflow for Optical Reduction of 35mm Negative and Duplication of one Diazo and two Silver Copies from resulting 16mm Negative Microfilm Rolls



**IMAGEMAX**

Page 4



**SCHEDULE B:  
PAYMENT RATES AND SCHEDULE**

**A. PAYMENT RATES**

| <b>ITEM</b>   | <b>UNIT COST</b> | <b>ESTIMATED<br/>QUANTITY</b> |
|---|------------------|-------------------------------|
| <b>Polyester film: silver halide duplicate roll</b> | <b>\$ 11.95</b>  | <b>4,600</b>                  |
| <b>Polyester film: diazo duplicate roll</b>         | <b>\$ 6.90</b>   | <b>2,300</b>                  |
| <b>Reverse photostat film</b>                       | <b>\$ 14.40</b>  | <b>300</b>                    |
| <b>Convert 35mm to 16mm</b>                         | <b>\$ 25.00</b>  | <b>1,750</b>                  |
| <b>Package &amp; label</b>                          | <b>Included</b>  |                               |
| <b>Pick-up &amp; delivery</b>                       | <b>Included</b>  |                               |

**B. INVOICE AND PAYMENT SCHEDULE:**

**Invoices: Issued bi-monthly, on a 30-day net basis.**

**Payments: Due upon receipt, 30 days net.**



**ACORD - CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
12/12/01**PRODUCER**

Aon Risk Services, Inc. of Pennsylvania  
One Liberty Place  
1650 Market Street  
Suite 1000  
Philadelphia PA 19103 USA

PHONE: (215) 255-2000

FAX: (215) 255-1893

**INSURED**

ImageMAX, Inc.  
455 Pennsylvania Avenue  
Suite 128  
Ft. Washington PA 19034 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Federal Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGE: This Certificate is not intended to specify all coverages, terms, conditions and exclusions of the policies shown. It may apply to the policies of insurance listed below.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER                              | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS   |             |
|----------|--|--|---------------------------------|----------------------------------|--|-------------|
| A        | GENERAL LIABILITY  | 35777053<br>01-02 Package                  | 12/9/01                         | 12/9/02                          | EACH OCCURRENCE  | \$1,000,00  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |  |                                 |                                  | FIRE DAMAGE (Any one fire)   |             |
|          | CLAIMS MADE <input type="checkbox"/> OCCUR   |  |                                 |                                  | MED EXP (Any one person)   | \$10,00     |
|          |  |  |                                 |                                  | PERSONAL & ADV INJURY  | \$1,000,00  |
|          |  |  |                                 |                                  | GENERAL AGGREGATE  | \$2,000,00  |
|          |  |  |                                 |                                  | PRODUCTS - COMBOP AGG  | \$2,000,00  |
|          | GENL AGGREGATE LIMIT APPLIES PER:  |  |                                 |                                  |  |             |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |                                 |                                  |  |             |
| A        | AUTOMOBILE LIABILITY   | 73516580<br>01-02 AUTO - AOS except TX & V | 12/9/01                         | 12/9/02                          | COMBINED SINGLE LIMIT (EA and med)   | \$1,000,00  |
| A        | <input checked="" type="checkbox"/> ANY AUTO   | 73516582<br>01-02 AUTOMOBILE - Texas only  | 12/9/01                         | 12/9/02                          | BODILY INJURY (Per person)   |             |
| A        | <input type="checkbox"/> ALL OWNED AUTOS   | 73516581<br>01-02 AUTO (VA Only)           | 12/9/01                         | 12/9/02                          | BODILY INJURY (Per accident)   |             |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS  |  |                                 |                                  | PROPERTY DAMAGE (Per accident)   |             |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  |  |                                 |                                  |  |             |
|          | <input checked="" type="checkbox"/> NON OWNED AUTOS  |  |                                 |                                  |  |             |
|          |  |  |                                 |                                  |  |             |
|          | GARAGE LIABILITY   |  |                                 |                                  | AUTO ONLY - EA ACCIDENT  |             |
|          | <input type="checkbox"/> ANY AUTO  |  |                                 |                                  | OTHER THAN AUTO ONLY: EA ACC   |             |
|          |  |  |                                 |                                  | AGG  |             |
| A        | EXCESS LIABILITY   | 79811970<br>01-02 Umbrella                 | 12/9/01                         | 12/9/02                          | EACH OCCURRENCE  | \$10,000,00 |
|          | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                 |  |                                 |                                  | AGGREGATE  |             |
|          | <input type="checkbox"/> DEDUCTIBLE  |  |                                 |                                  |  |             |
|          | <input checked="" type="checkbox"/> RETENTION  |  |                                 |                                  |  |             |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | 71705533<br>01-02 Workers Compensation     | 12/9/01                         | 12/9/02                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |             |
|          |  |  |                                 |                                  | E.L. EACH ACCIDENT   | \$500,00    |
|          |  |  |                                 |                                  | E.L. DISEASE-POLICY LIMIT  | \$500,00    |
|          |  |  |                                 |                                  | E.L. DISEASE-EA EMPLOYEE   | \$500,00    |
|          | OTHER  |  |                                 |                                  |  |             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage

**CERTIFICATE HOLDER**

San Mateo County Records Office  
401 Marshall Street, 5th Floor  
Redwood City CA 94063 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Pennsylvania

ACORD 25-5/7/97

ACORD CORPORATION 199

Certificate No :

570001296671

Holder Identifier :

**REQUEST FOR APPROVAL OF CONTRACT INSURANCE**

**SUBMIT TO RISK MANAGEMENT: Priscilla Morse PONY: EPS163 or FAX 363-4864**

**FROM:**

Dept: Assessor-County Clerk-Recorder DATE: 12-23-01  
Attn: Kate Bach PHONE: 1619  
FAX: 1903 PONY: ARC140

**PART I. Department completes this section prior to submission to Risk Management.**

**CONTRACTOR NAME:** ImageMax, Inc.

**DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?**

**If mileage will be reimbursed, auto liability coverage is required.**

ImageMax courier delivers microfilm rolls to and from office, but mileage is not separately itemized in fee schedule.

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR? Relevant to minimum workers' compensation coverage.**

Employs more than 1,000 people in 30 facilities in 16 states.

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY? A licensed professional (e.g. attorney, physician, accountant) will require professional liability coverage.**

Duplication and repackaging of archive of microfilms of official records.

**PART II. Risk Management will complete this section.**

| <b>INSURANCE COVERAGE:</b>      | <u>Amount</u> | <u>Approve</u> | <u>Waive</u> | <u>Modify</u> |
|---------------------------------|---------------|----------------|--------------|---------------|
| Comprehensive general liability | \$ 1m / 2m    | ✓              |              |               |
| Motor vehicle liability         | \$ 1m         | ✓              |              |               |
| Professional liability          |               |                | ✓            |               |
| Workers' compensation           | statutory     | ✓              |              |               |

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Priscilla Morse* 12/24/01  
Risk Management Signature Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Image Max, Inc.  
Contact Person: Joyce E. Harris  
Address: Image Max, Inc.  
9465 Counselors Row, Suite 200  
Phone Number: Indianapolis, IN Fax Number: 46290  
Phone: 317-805-4796 317-805-4843

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 25<sup>th</sup> day of June, 2001 at Indianapolis IN  
(City) (State)

Joyce E. Harris  
Signature

Director, Human Resources  
Title

Joyce E. Harris  
Name (Please Print)

23-2865585  
Contractor Tax Identification Number