

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____

Contractor Name and Address

ImageMax, Inc.
1887 Whipple Road
Hayward, CA 94544

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Assessor/County/Clerk/Recorder
Attention: Warren Slocum
Address: 555 County Center, 3rd Floor
City, State, Zip Redwood City, CA 94063

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO Assessor/County/Clerk/Recorder. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from 6/01/03 to 5/31/06 unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$ 100,000 per year.
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor 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 amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement.

8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record 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 the County's operations which is made available to the 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 the County requires of its own personnel. The 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 the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) 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 contracting 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.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied 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.

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

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 Contract 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 30 days of such filing, provided that within such 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.

13. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
14. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Peter Goodrich
Contractor's Signature

6/10/2003
Date

Peter L Goodrich
Contractor's Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Purchasing Agent, County of San Mateo

Date

[Signature]
Department or Division Head Approval

6/10/03

Date

Budget Unit

[Signature]
Department or Division Head Name (Please Print)

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____
Exhibit "A"

Agreement between the County of San Mateo and ImageMax, Inc.

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

For details - see attached Part II Service Specifications and Part III Vendor Bid Form of Bid No.1059.

II. Amount and Method of Payment

Monthly invoices will be based on time and materials spent during the month and will be paid within 30 days of the invoice date.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 8 and the Hold Harmless provision within paragraph 7 shall survive termination of this Agreement.

Peter L Goodrich 6/10/2003 _____ _____
Contractor's Signature Date Contractor's Signature Date

_____ _____ MAOSL 6/10/03 _____
Purchasing Agent, County of San Mateo Date Department or Division Head Date Budget Unit

PART II
SERVICE SPECIFICATIONS

Contractor will provide micrographic services in accordance with the following specifications:

1. Microfilm Processing Specification

- A. The contractor shall pick up daily images shall be picked up daily by the contractor and the processed unedited film will be delivered to the County Recorder's Office in Redwood City within 24 hours, but no later than the next business day. The County and the contractor shall agree upon a pickup and delivery schedule. All electronic media is considered property of the County Recorder and shall be returned to the County Recorder along with the processed, unedited film.
- B. Contractor shall develop and produce duplicates of scanned documents.
- C. Microfilm copies -- the contractor shall furnish to the county Recorder for each document imaged:
1. One original silver negative and 1 direct silver halide copy of the original film
 2. Diazo duplicates
 - Diazo Duplicates will be made from the duplicate silver halide copy.
 - Two diazo duplicates will be made for the Recorder's Office.
 - A certain number of diazo duplicates will be made for other users such as title companies. This number may change on a daily basis.
 3. Older silver film may need to be duplicated onto new silver halide film
 - Older silver halide film will, from time to time, be used to make new diazo working copies.
 4. Delivered film
 - Contractor will provide the County with microfilm either loaded on M-Type cartridges and/or ANSI clips.
- D.
1. Contractor will package the rolls, both silver and duplicate, in a 16mm or 35mm

cartridge. Film must be kept on non-ferrous (plastic or non-ferrous metals) reels and cores. Paper strips or rubber bands must not be used to confine the film. Cartridges must be placed in boxes with pH level between 7.0 and 9.5, and minimum calcium carbonate reserve of 3 percent, and less than 1 percent sulfur, and fall within the classification of sulfur-free.

2. Labels supplied by contractor will be applied to cartridges and boxes and numbered.

E. Paper Copies

Upon request from the County Recorder, the contractor will supply one paper copy of images filmed.

F. Splicing

At no additional cost to the County, the contractor will produce a daily unedited copy of the film to be inspected by the County Recorder. The Recorder will provide all corrections to that day's images on a separate CD and contractor will splice the film in order to produce a daily edited roll of film. The edited roll of film will be delivered to the County Recorder's Office in Redwood City within 48 hours.

G. Replacement of Film

Contractor will, at no additional cost to the County, refile and reprocess rolls of film that do not meet Federal ANSI Standards for microfilm processing and preservation.

2. **Microfilming of Maps**

- A. Contractor will film all maps recorded in the Office of the County Recorder. The film used will be 35 mm, 4 mil, safety polyethylene terephthalate base.

B. Microfilm Copies

Contractor will furnish the County Recorder for each map photographed:

1. One original silver negative and one direct silver halide copy of the original film.
2. One Diazo duplicate mounted in a labeled aperture card.

Diazo duplicates for placement in labeled aperture cards will be made from the duplicate silver halide copy.

3. Image Orientation

Comic Mode. The images will be perpendicular to the long axis of the film. In

other words, 18 inch document must be accommodated with the 35 mm film width.

4. Length of Rolls

The original silver halide roll will be as long as it needs to be to film the maps, unless it exceeds the length of the roll.

When submitted to the county, the duplicate silver halide roll will be spliced into four sections of different types of maps. Rolls should build to about 100 feet, or 1,200 frames in length.

5. There are approximate 560 maps recorded each year. Recorded maps may be filmed on a quarterly basis (every three months) or more often as deemed necessary by the Recorder.

3. **Microfilm Technician services**

Contractor may be requested to provide daily microfilm or imaging technician services for on-site work at the County of San Mateo. Technician shall be available 40 hours per week.

4. **Specifications and Testing**

Standards for processing and assuring archival quality of microfilm have been formulated by the American National Standards Institute (commonly known as ANSI) and the National Bureau of Standards.

These standards and recommended testing procedures must be followed by the contractor as outlined below in order to guarantee microfilm that meets archival quality standards.

The results of these test measurements must be recorded and reported to the County Recorder in writing upon request by the County.

III. VENDOR BID FORM
BID NO. 1059

COMPLIANCE WITH STATUTE: BIDDERS MUST SIGN THIS FORM AND THE INVITATION TO BID COVER SHEET AND RETURN THE ENTIRE PACKAGE.

<u>Product Name/ Item Description</u>	<u>Estimated Monthly Total</u>	<u>Cost</u>	<u>Extension</u>
1. Original 16 mm Silver Negative Kodak Archive Film— (Kodak 9600 Series Archive Writer required)	<u>40 rolls</u>	<u>Per Roll</u>	<u>\$ 313.60 (7.84 /Roll)</u>
2. Original 35mm silver Negative	<u>10 Rolls</u>	<u>Per Roll</u>	<u>\$ 100.00 (10.00 /Roll)</u>
3. Silver Halide Duplicate Rolls	<u>40 Rolls</u>	<u>Per Frame</u>	<u>\$ 313.60 (.00392/Frame)</u> 80,000 Frames)
4. Diazo Duplicate Rolls	<u>100 Rolls</u>	<u>Per Frame</u>	<u>\$ 940.80 (.00392/Frame)</u> 240,000 Frames)
5. Ansi Clips	<u>200 Each</u>	<u>Per Clip</u>	<u>\$ 156.00 (.78 / Each)</u>
6. M-Type Cartridge	<u>10 Each</u>	<u>Per Cart.</u>	<u>\$ 7.80 (.78 / Each)</u>
7. 16mm Film Package	<u>100 Each</u>	<u>Per Pkg.</u>	<u>\$ 560.00 (5.60/PerRoll)</u> assume pkg. = roll
8. 35mm Film Package	<u>10 Each</u>	<u>Per Pkg</u>	<u>\$ 100.00</u> assume pkg. = roll
9. Microfilming Technician	<u>400 Hours</u>	<u>Per Hour</u>	<u>\$ 5,580.00 (13.95 /Hour)</u>

Total: \$ 8,071.80

Company: ImageMax, Inc.
 Signature: [Signature] Date: MAY 15, 2003
 Phone: (510) 477-3487 Fax: (510) 477-3485
 EMAIL: rtrillo@imagemax.com

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ImageMax, Inc.
Contact Person: Joyce Harris
Address: 9465 Counselors Row, Ste 200, Indianapolis, IN 462
Phone Number: 317-805-4796
Fax Number: 317-805-4843

II Employees

Does the Contractor have any employees? [X] Yes [] No
Does the Contractor provide benefits to spouses of employees? [X] 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)

- [X] 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 1st day of January, 2002 at Indianapolis, IN (City)

Joyce E. Harris (Signature)

Joyce E. Harris (Name (Please Print))

Vice President - Human Resources (Title)

23-2865585 (Contractor Tax Identification Number)

PRODUCER
 Hobbs Group, LLC
 Trinity Corporate Center
 70 East Swedesford Rd. Suite 180
 Malvern, PA 19355

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

INSURED
 ImageMax, Inc.
 455 Pennsylvania Avenue
 Suite 200
 Fort Washington, PA 19034

INSURER A: Federal Insurance Company
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:


COVERAGES

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35777053	12/09/02	12/09/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$Included MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded-\$1,000 <input checked="" type="checkbox"/> Coll Ded-\$1,000	73516580	12/09/02	12/09/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	79811970	12/09/02	12/09/03	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71705533	12/09/02	12/09/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Evidence of Coverage.

CERTIFICATE HOLDER
 San Mateo County Recorders
 Office
 401 Marshall St., 6th Floor
 Redwood City, CA 94063

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


**SAN MATEO COUNTY
MEMORANDUM**

DATE: 6-18-03
TO: Priscilla Harris Morse
FROM: Kate Bach (Name) FAX _____ PONY _____
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Image Max, Inc.

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

Yes - Contractor's Courier transports microfilm product between our office and contractor's work site, in contractor's vehicle.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

Yes - Multiple locations throughout U.S.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

microfilm production from digital images

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$/m</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$/m</u>	<u>✓</u>	_____	_____
Professional Liability	_____	_____	<u>✓</u>	_____
Workers' Compensation	<u>statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS:

Priscilla Morse 6-18-03

Risk Management Signature Date

SUBMIT TO RISK MANAGEMENT

-OR-

FAX 365-4861

PONY EPS-163