



RESOLUTION No. 22-548

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND KOFI LE TECHNOLOGIES, IN AN AMOUNT NOT TO EXCEED \$115,000, FOR SERVICES FOR IMAGING FIELD NOTES; PRESERVATION, IMAGING, AND MICROFILMING OF HISTORICAL RECORDS; AND INDEXING HISTORICAL RECORDS FOR THE NEVADA COUNTY CLERK-RECORDER'S OFFICE, FROM OCTOBER 11, 2022 THROUGH JUNE 30, 2025, AND DIRECTING THE AUDITOR-CONTROLLER TO RELEASE FUND BALANCE IN THE MICROGRAPHICS FUND (1154) AND TO AMEND THE FISCAL YEAR 2022/23 CLERK-RECORDER BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Nevada County Clerk-Recorder is responsible for processing, securing, and maintaining official records, including the preservation of historical documents; and

WHEREAS, the Nevada County Clerk-Recorder desires to enter into a contract with Kofile Technologies for the services of imaging filed notes; preservation, imaging, and microfilming of historical records; and indexing historical records; and

WHEREAS, the indexing of historical records is a continuation of Resolution 17-543; this contract would complete the indexing of historical records for the 1980s; and

WHEREAS, the County has a duty to preserve the Recorders' Official Records against natural and other disasters, including fire destruction; and

WHEREAS, it is the intent of the Clerk-Recorder to protect the privacy and identity of Californians and the Official Records of Nevada County; and

WHEREAS, it is so ordered that Nevada County Clerk-Recorder contracts with Kofile Technologies; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California:

1. The Personal Services Contract between the County of Nevada and Kofile Technologies, pertaining to imaging field notes; preservation, imaging, and microfilming of historical records; and indexing historical records, in the amount not to exceed \$115,000, for the contract term of October 11, 2022 through June 30, 2025, be and hereby is approved, and that the Chair of the Board of Supervisors authorizes the Nevada County Clerk-Recorder to execute the Contract on behalf of the County of Nevada.
2. The Auditor-Controller is directed to amend the Fiscal Year 2022/23 budget as follows:

Increase:
1154-20701-072-1000 / 521520 \$34,000
Decrease:
1157-20701-072-1000 / 521520 \$30,500

3. The release of \$3,500 in fund balance form the Micrographics fund (Fund 1154) is hereby authorized.)
4. Encumber:

1154-20701-072-1000 / 521520	\$70,000
1157-20701-072-1000 / 521520	\$28,000
0101-20701-071-1000 / 521410	\$17,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of October, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

10/25/2022 cc: Clerk-Recorder*
AC*

Administering Agency: Nevada County Clerk-Recorder
Contract No. SR 22-1446
Contract Description: Book Preservation, Microfilm, Indexing and Scanning Services

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, by and between the County of Nevada, ("County"), and Kofile Technologies, Inc. ("Contractor") (together "Parties", individually "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the Contract shall not exceed One Hundred Fifteen Thousand Dollars (\$115,000).**
3. **Term** This Contract shall be effective upon the date on which the last Party hereto has executed this Contract ("Effective Date"). All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this Contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of Contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor, or any employee, agent, or subcontractor of Contractor providing service under this Contract, is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Limitation of Liability** In no event will either party be liable to the other party for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding three (3) times the total value of the Contract, as indicated in Section 2. Under no circumstances will either party to this agreement be liable for any incidental, consequential, indirect, punitive, intrinsic value or special damages arising out of or in connection with this agreement, however caused and based on any theory of liability. The provisions of this section shall survive the termination of this agreement.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety, and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this Contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify, as required under Government Code sections 8355-8357, that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

20. **Financial, Statistical and Contract-Related Records:**

20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period. County shall remit any undercharges promptly to Contractor.

21. **Termination**

A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **thirty (30) calendar days written notice to Contractor**. Should Contractor not remedy the breach within the thirty (30) calendar days, County may terminate this Contract immediately.

C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or

the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 4) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 5) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 6) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract in section 2 of this contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

22. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made

for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

23. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
24. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
25. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
26. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
27. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
28. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
29. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and

criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

31. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
Clerk-Recorder Department
Address: 950 Maidu Ave., Ste. 210
Nevada City, CA 95959
Attn: Gregory J. Diaz
Email: gregory.diaz@nevadacountyca.gov

Phone: 530-265-1297

CONTRACTOR:

Name of firm
Kofile Technologies, Inc.
Address 1558 Forrest Way
City, St, Carson City, NV 89706
Attn: Legal department
Email: Legal@Kofile.com
[Click or tap here to enter text.](#)
Phone: 713-204-5734

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 10/25/2022
Susan Hoek (Oct 25, 2022 16:14 PDT)

Printed Name/Title: Honorable Sue Hoek, Chair, Board of Supervisors

By: *Julie Patterson-Hunter* Date: 10/25/2022

Attest: Julie Patterson-Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: *KL Elliott* Date: 10/26/2022
KL Elliott (Oct 26, 2022 13:31 PDT)

Name: KLElliott

CONTRACTOR: Kofile Technologies, Inc.

By: *Jonathan Mohn* Date: 10/14/2022
Jonathan Mohn (Oct 14, 2022 08:19 CDT)

Name: Jonathan Mohn

* Title: President

By: *Michael Strachan* Date: 10/14/2022
Michael Strachan (Oct 14, 2022 12:39 CDT)

Name: Michael Strachan

* Title: Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

Project 1- Imaging Field Notes

Contractor shall receive the following services as appropriate to each record. General treatments and services are outlined below, and services are tailored to the needs of the specific item.

(IM) Archival Imaging—Capture, Processing, & Enhancement

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and illegibility. Grayscale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- If applicable, IMAGE PERFECT is contractor's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image
- If applicable, images are optimized and scaled for system output.
- Images are named (tagged for the directory file structure) by Book, Volume, and Page (or other identifiers).
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- Effectiveness and minimum legibility are verified through rigorous and systematic quality control. Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size. *(MM) Archival Microfilm*
- Archival silver microfilm is produced in 16mm from the newly processed digital images. Microfilm serves as a security backup for disaster recovery.

Accessibility of Records

Records held at contractor are viewed as private and confidential and treated as such. The County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, contractor will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed the County's requirements.

Please note that all records (including volumes, documents, digital images, metadata, or microfilm) serviced by contractor shall remain the property of the County. This policy is applicable to any agreement, verbal or written, between the County and Contractor.

- The records are not used by Contractor shall other than in connection with providing the services pursuant to any agreement between Contractor shall and the County. The records are not commercially exploited by or on behalf of Contractor shall, its employees, officers, agents, invitees, or assigns, in any respect.

Project 2-Preservation, Imaging and Microfilming of Historical Records

Contractor shall provide services include conservation treatments, rehousing, imaging, and microfilming. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders.

Contractor shall perform all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Contractor shall create a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4” incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Grayscale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 600 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- IMAGE PERFECT, Contractor’s proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.

- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- Page Validation (automated PG. numbering for validation).
- If applicable, images are optimized and scaled for system output.
- If requested, annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
- Nevada County Clerk-Recorder receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Contractor can hold a security copy of all images for safekeeping.

Archival Microfilm (MM)

- Archival silver microfilm is produced in 16mm from the newly processed digital images.

ACCESSIBILITY OF RECORDS

Records held at Contractor shall be maintained as private and confidential material. Nevada County Clerk-Recorder is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Contractor will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by contractor shall remain the property of Nevada County Clerk-Recorder. This policy applies to any agreement, verbal or written, between Nevada County Clerk-Recorder and Contractor.

The records are not used by Contractor shall other than in connection with providing the services pursuant to any agreement between Contractor shall and Nevada County Clerk-Recorder. The records are not commercially exploited by or on behalf of Contractor shall, its employees, officers, agents, in-vitees or assigns, in any respect.

Project 3- Indexing of Historical Records

Contractor shall provide indexing of Nevada County Clerk-Recorder's historical records.

Contractor shall perform all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

ARCHIVAL INDEXING

Prior to indexing, contractor conducts a comprehensive assessment of Nevada County Clerk-Recorder's indexing specifications to ensure accurate and consistent indexes, guaranteeing quick searches for users.

During the assessment, Contractor shall document established methods of indexing specific instruments, clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis differentiates the following:

- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Contractor's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process. Contractor will contact Nevada County Clerk-Recorder for any clarification and/or decisions needed.

Data Entry Procedures

Consistently keyed fields will improve document retrieval and build a dependable, searchable database. To accomplish this, two technicians separately key the same entry for every field. Software is then utilized to ensure those separate entries match. Fields that do not match are sent to a supervisor to determine the issue, after which the entry is sent to a third technician to key a final time. With this methodology, each field is blind-keyed at least twice, and up to three times.

Any amendments are communicated with Nevada County Clerk-Recorder via an exception list. Some exceptions are to be expected as not all records contain all fields noted. Contractor shall establish rules for these abnormalities once the project commences.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Archival Indexing (ID)

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of the County's System vendor.
- If requested, Contractor can provide a Disaster Recovery electronic offsite backup

of metadata.

- Indexing fields, as applicable, and identified here:
 - Instrument Number
 - Document Type
 - Recording Date
 - Party Type
 - First Name
 - Middle Name
 - Last Name
 - Suffix
 - Business Name
 - APN Number
 - Reference Number

ACCESSIBILITY OF RECORDS

Records held at Contractor shall be maintained as private and confidential material. Nevada County Clerk-Recorder is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Contractor will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

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The records are not used by Contractor other than in connection with providing the services pursuant to any agreement between Contractor and Nevada County Clerk-Recorder. The records are not commercially exploited by or on behalf of Contractor shall, its employees, officers, agents, invitees or assigns, in any respect.

**Exhibit B
SCHEDULE OF CHARGES AND PAYMENTS**

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Clerk-Recorder Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Angie Miller
Email: angie.miller@nevadacountyca.gov
Phone: 530-265-1223

Payment Schedule

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit A** above and not to exceed the below table of pricing for services.

Project 1-Imaging Field Notes

NEVADA COUNTY CLERK RECORDER PROJECT OVERVIEW					
RECORD SERIES	FORMAT	PAGE COUNT	LEVEL OF SERVICE		ESTIMATED TOTAL
			IM	MM	
Mining Field Notes	Looseleaf	5,570	\$2,645.750	\$278.500	\$2,924.25
	Bound	4,031	\$3,889.915	\$201.550	\$4,091.47
Tax (8.375% as of 4/1/2022)					\$587.57
PROJECT 1 SHALL NOT EXCEED					\$7,603.28

Project 2-Preservation, Imaging and Microfilming of Historical Records

Nevada County Clerk-Recorder							
Project Overview							
Record Series	Page Count	Format	Condition	Level of Service			Estimated Total
				PRV	IM	MM	
Deeds 1	640	Manuscript	Bound - High	\$3,520.00	\$601.60	\$32.00	\$4,153.60
Deeds 2	708	Manuscript	Bound - High	\$3,894.00	\$665.52	\$35.40	\$4,594.92
Deeds 3	720	Manuscript	Bound - High	\$3,960.00	\$676.80	\$36.00	\$4,672.80
Water Rights - Volume 1	640	Manuscript	Bound - High	\$3,520.00	\$601.60	\$32.00	\$4,153.60
Subtotal				\$14,894.00	\$2,545.52	\$135.40	\$17,574.92
				Estimated Tax 8.375% (Rate Effective 1/1/22)			\$1,471.90
				Project Total			\$19,046.82

Project 3-Indexing of Historical Records

Nevada County Clerk-Recorder, CA				
Project Overview				
Record Series	Date Range	Title Count	Level of Service	Estimated Total
Titles	1980-1981	110,765	ID	\$63,689.88
Estimated Tax 8.375% (Rate Effective 1/1/22)				\$5,334.03
Project Total				\$69,023.90

Final pricing is determined upon review at the Contractor’s lab and with written approval of county contract administrator. Billing occurs on actual page counts; not to exceed the P.O. without written authorization.

Please note that pages are considered oversized if the sheet shortest edge is >12”) and incurs additional charges.

*Any applicable sales tax is the responsibility of the County. Taxes are estimated at 8.375%; rate

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (“ACH”). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

Exhibit C

INSURANCE REQUIREMENTS

Insurance: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- iv. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status:** County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this Contract, Contractor's insurance shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be cancelled without first giving thirty (30) days prior written notice of cancellation for non-payment of premium to County. Contractor agrees to provide thirty (30) days prior written notice of any material change to the policy.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vii. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
- a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the Effective Date of the Contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for, at least five (5) years after completion of the contract work.
- c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the Contract Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name Contractor shall Technologies, Inc.

Description of Services Book Preservation, Microfilm, Indexing and Document Scanning

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$115,000

Contract Start Date: Date contract was signed **Contract End Date:** 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Clerk-Recorder Department

Address: 950 Maidu Avenue, Ste. 200
City, St, Zip Nevada City, CA 95949
Attn: Gregory Diaz
Email:gregory.diaz@nevadacountyca.gov
Phone: 530-265-1297

CONTRACTOR:

Contractor shall Technologies, Inc.

Address 1588 Forrest Way
City, St, Zip Carson City, NV 89706
Attn: Eugene Sisneros
Email:eugene.sisneros@contractorshall.com
Phone: 713-204-5734

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., Dba, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements