



Contract Number
24-563

SAP Number
4400024854

Assessor-Recorder-County Clerk

Department Contract Representative	Lorelay Faussier, Chief Deputy Recorder
Telephone Number	(909) 252-4652
Contractor	US Imaging, Inc.
Contractor Representative	Alicia Floyd, Contract Manager
Telephone Number	(989) 753-7933
Contract Term	July 1, 2024 through June 30, 2027
Original Contract Amount	\$4,910,000
Amendment Amount	N/A
Total Contract Amount	\$4,910,000
Cost Center	3110002340, 3110002342, 311002348, and 3110002349

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County, hereinafter called the County, and US Imaging, Inc., hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to obtain micrographics, film conversion, and indexing services; and

WHEREAS, the County conducted a competitive process, RFP # ARC124-RECR-5250 to find US Imaging, Inc. (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide micrographics, film conversion, and indexing services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 Micrographics:** Conversion of scanned images to microfilm for preservation of permanent County records.
- A.2 Film Conversion:** Places digital, microfiche, and film images of documents on silver or diazo film for more durable preservation.
- A.3 Indexing:** Identifies fields to be used to retrieve images of recorded documents.
- A.4 Team Lead:** Contractor's point of contact for a given service.

B. CONTRACTOR RESPONSIBILITIES

- B.1** Contractor shall provide to the County micrographics, film conversion, and indexing services as are more fully set forth in the Scope of Work attached hereto and fully incorporated herein as Attachment A.
- B.2** Contractor and its employees and subcontractors shall preserve as confidential any confidential records or information that Contractor may be required to examine in the performance of services under this Contract.
- B.3** Contractor shall not sell, or in any way distribute, any index data or any images resulting from this Contract.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall

provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Assistant Recorder-Clerk or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status.

Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section

G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed

under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 RESERVED

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 RESERVED

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that

under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2024 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one additional two-year period by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

E.1 County shall provide secure electronic data transfer transmissions.

E.2 County shall provide secure electronic data transfer repositories between the County and US Imaging.

E.3 County shall notify US Imaging by email when data is available for download.

E.4 County shall notify US Imaging of upcoming upload surges at least 72 hours in advance.

E.5 County will provide an export list for Contractor to compare the list of documents and numbers of images received. Contractor must report any mismatches or missing documents prior to proceeding with the film writing.

E.6 County will use Tyler's Eagle Recorder Web Services and/or extract tool to submit data and images to Contractor for processing. A web services XML ".out" submission shall include a digital image and control data (document number, page count, document title(s), etc.). An extract tool transfer shall include a digital image with an attached manifest report. The manifest report shall include .out control data.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$4,910,000, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall be compensated in accordance with Attachment B – Price List, which is attached hereto and incorporated by reference.

F.3 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.4 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall

promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.5 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause

whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not

the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.

- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 **RESERVED**

G.11.6 **RESERVED**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Assessor-Recorder-County Clerk
222 West Hospitality Lane, 4th Floor
San Bernardino, CA 92415-0311

US Imaging
400 S. Franklin Street
Saginaw, MI 48607

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. COUNTY BUSINESS HOURS

The County's normal business hours are Monday to Friday 8:00 a.m. to 5:00 p.m. (PST) The County is closed for 14 holidays: New Year's (2 days), MLK Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days), and Christmas (2 days).

L. CONTRACTOR'S BUSINESS HOURS

The US Imaging's normal business hours are Monday to Friday 8:00 a.m. to 5:30 p.m. (EST) US Imaging is closed for 8 holidays: New Year's Day, Memorial Day, Independence Day (2 days), Labor Day, Thanksgiving, and Christmas (2 days). US Imaging will retrieve the daily indexing at the start of their business day (8:00 a.m. EST) and return to the County within 24 hours.

M. ENTIRE AGREEMENT

This Contract, including all exhibits and attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

N. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy



US Imaging, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► *Alicia Floyd*
(Authorized signature - sign in blue ink)

Name Alicia Floyd
(Print or type name of person signing contract)

Title Contract Manager
(Print or Type)

Dated: June 3, 2024

Address 400 S. Franklin Street
Saginaw, MI 48607

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Kenneth Brown, Deputy County Counsel
Date 6/4/24

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *[Signature]*
Chris Wilhite, Assessor-Recorder-County Clerk
Date 06/06/2024

ATTACHMENT A

Scope of Work

A. SENSITIVE INFORMATION HANDLING

US Imaging must comply with the County Code of Ethics (Attachment E) and County confidentiality policies and practices. In addition to other privacy and security requirements, Contractor shall maintain efficient and effective processes in place to approve access to systems containing County data upon hire and transfer, promptly remove access upon relevant personnel action (termination, transfer, contract ending, etc.), and monitor access accounts for dormant or inactive accounts.

US Imaging will ensure that any media identified for disposal shall have all County data erased, whether by degaussing activities, file re-write, physical destruction of the media (shattering) or other industry approved disposal methods, such as DoD 5220.22-M, IRS Media Sanitation guideline, etc.

US Imaging must take adequate precautions to ensure that identifying information (i.e. name, date of birth, address, social security number, parcel number, etc....) of another person, business, government, or other entity remains confidential. US Imaging shall have in place a system for immediate notification to the County of any suspected or actual incident involving the improper access, use, disclosure, or loss of County data, or as soon as it is known that County data potentially has been exposed or compromised.

US Imaging will be required to obtain signed non-disclosure agreements from all personnel providing services pursuant to an awarded contract in a form substantially similar to that included as Attachment D to this Contract. Non-disclosure forms must be completed by an employee prior to accessing County data.

B. SCOPE OF WORK – MICROGRAPHICS, FILM CONVERSION, INDEXING, AND OTHER SERVICES

Converting Digital Images to Film

The County currently has a daily process of electronically transferring digital images to a vendor for the purposes of creating microfilm. 2023 volumes averaged 162,000 microfilm images per month (low-137,000, high-196,000) with the number of documents transferred daily ranging between 1,500 and 2,500 with 1-25 pages per document. NOTE: Multiple times per year document volume may surge up to as many as 18,000 documents for the day.

- a. Digital images will be submitted in TIFF CCITT T6/Group 4 format at 300DPI.
- b. Film and Silver must be created as instructed by the County.
- c. Film and Silver halide rolls must be packaged in plastic storage boxes that meet ISO standards for a life expectancy of 500 years. Labels must be affixed to each box with the County Department Name, Document Type, Document Number range and Date range.
- d. Filmed images shall meet current ANSI and ISO standards including image type (TIFF), film roll length, page orientation, blipping scheme, labels, frame annotation, and type of enclosure.
- e. Images must be rotated so they appear in Cine Mode (Portrait Orientation) unless requested by County.
- f. Images must be sized to fit on the 16mm film unless requested by County.
- g. Digital images must be sorted and archived in Document Number order to silver microfilm, 16mm x 215', at a 32x reduction ratio.
- h. Each roll of film must contain approx. 8000 images.

- i. Documents must not be split between 2 different rolls.
- j. Each image must have a single level blip at the start of each document, unless otherwise requested.
- k. All first-generation rolls must be inspected for ANSI microfilm standards of 3' of leader, 100 lines of resolution, 0.9-1.2 density and 3' of trailer, visible defects and missing pages.
- l. Resolution and density targets will be included at the beginning of each roll. No splices will be utilized.
- m. Brown Tone application must be applied to all rolls.
- n. Certification must be at the beginning and end of the film that states the information is true and correct.
- o. Quality control checks of the digital image files to determine:
 - i. All of the document numbers are accounted for and are in sequential order.
 - ii. All of the pages for each document are present.
 - iii. All of the pages meet a minimum length and width (validates if a page was cut short).
 - iv. All of the pages, other than maps, do not exceed the maximum length and width (8.5" W x 14" H).
 - v. All of the pages are 300 DPI TIFF images.
 - vi. All digital copies are uncorrupted and valid.
- p. Film must be processed, and quality control checked utilizing ANSI, AIIM, ARMA, PRIA and CA specifications.
- q. Film must be visually inspected and corrected to ensure the following:
 - i. Clarity, contrast, frame spacing, blip placement and title targets are correct and within specifications.
 - ii. Excessive skewing could affect the content of the image.
 - iii. Anomalies
 - a. If anomalies cannot be fixed then the County will be notified immediately.
- r. Film must be tested to ensure compliance with ISO standards for residual fixer.
- s. Film must be returned in a scanner friendly format. The reduction ratio, character, frame formatting and blipping scheme on the film will be conducive to efficiently creating indexed, digitized images if the film needs to be scanned in the future.
- t. Media must be returned within 7 days of image retrieval.

US Imaging will utilize ANSI quality 16mm x 215' microfilm with archival quality LE-500 and create an FTP directory, with username and password, on their server for the County to submit images for archiving. The directory will only be accessed by the County and US Imaging's film lab staff, unless otherwise directed.

Digital images can become corrupt during the copy process or FTP process. The files will be present, and have a valid name, date, and byte size, but the image may not open and display properly during the archiving process. US Imaging utilizes a software program to open 100% of the files received to guarantee that they are not corrupt and will display properly. If corrupt images are discovered, the County will be notified, and a new file will be requested.

US Imaging will review the digital images for sequential Document Numbers to ensure that no documents are missing. If an export list or Excel is provided, US Imaging will compare the list of documents and number of images to the list and report any mismatches. If missing documents or images are discovered, the County will be notified, and the document/image will be requested prior to proceeding with the film writing.

US Imaging will sort and archive the digital files in Document Number order. US Imaging has a software program that calculates the page quantity within each multi-page TIFF and automatically creates a new directory for each range of multi-page TIFF rolls without exceeding the per roll limit. This quickly maximizes the number of images archived to each roll without splitting a document onto two separate rolls.

US Imaging will rotate 100% of the images so that they appear in Comic Mode (Portrait Orientation) and will resize images larger than 8.5" x 14" images so they will fit on the 16mm film.

US Imaging will archive designated TIFF images to 215', 16mm silver roll film at a 32x reduction ratio (approximately 8,000 images per roll). Each image will have a single-level blip at the start of each document unless otherwise requested.

All first-generation rolls will be inspected for ANSI microfilm standards of 3' of leader, 100 lines of resolution, 0.9-1.2 density, 3' of trailer, visible defects, and missing pages. Resolution and density targets will be included at the beginning of each roll. No splices will be utilized.

All new silver halide rolls will be packaged in plastic storage boxes that meet ISO standards for preservation. Labels will be affixed to each box with the County Department Name, Document Type, Document Number range, and Date range.

Media will be stored in climate-controlled conditions (>50% humidity/70 degrees F).

US Imaging will ship new rolls via UPS, with tracking and signature confirmation, to the County. Per the County's request, US Imaging will ship the new rolls weekly.

US Imaging will maintain copies of the images for thirty (30) days; after which the images will be purged from their servers. All images are the exclusive property of the County. US Imaging will not reproduce or distribute San Bernardino County images to any other entity without the County's express permission.

Daily Indexing Services

The County currently has a real time daily process of electronically transferring digitized images to a vendor for the purposes of capturing indexing information to be utilized in the management and tracking of recorded documents. 2020-2022 volumes averaged approximately 258,000 keystrokes per day/ 5,800,000 strokes per month.

Contractor shall provide the following indexing services to the County:

- a. ".Out" control data must be used as a quality control mechanism. Contractor must compare the out data with actual images received and report any discrepancies or corruptions.
- b. ".Out" control data to verify during the indexing process:

- a. Page Count
 - b. Document Type/Titles
 - c. Document Code
- c. Digital images must be submitted in TIFF CCITT T6/Group 4 format at 300DPI.
 - d. Documents must be indexed in a "Key As You See" methodology and must match the document.
 - e. Contractor must use the current California Document Reference Indexing Manual (DRIM) as the guide to stay within the federal, state & local laws that define the recording index requirements. Note: The DRIM can be purchased from the County Recordors Association of California (CRAC) - www.craonline.org.
 - f. Contractor must use County specified keying instructions.
 - g. Contractor must index the following fields on each document in accordance with the DRIM:
 - i. All Grantors: Multiple lines
 - ii. Assessor Parcel Number: Multiple lines
 - iii. Tract No. for specified documents: Single line
 - iv. County reserves the right to modify the field list with at least a 10-business day notice.
 - h. Contractor must duplicate index data for multi-title documents. Multi-title documents will be flagged for separate pricing.
 - i. Contractor's Team Lead must communicate about any documents needing clarifications to the County appointed Team Lead within 12 hours of receipt.
 - j. Contractor must utilize a blind key verification process, meaning that the verifier is unaware of the entries by the encoder.
 - k. Response data must be returned to the County via Tyler's Eagle Recorder's web services tool and/or standard FTPS service. A web service XML ".in" response consist of control+ indexed data. A FTPS services response must include an index data file.
 - l. Response data must be at a 99.95% accuracy rate at the character level.
 - m. Contractor must maintain the file names for the indexed images with the original image file name.
 - n. Response data must account for every document recorded that is contained in the ".out" submission or manifest.
 - o. Contractor must return the index data within 24 hours of pickup and return daily summary reports by 6:00 p.m. Pacific Standard Time the next business day.
 - p. The County must be notified of any discrepancies via email and/or telephone. The County shall respond with instruction on how to address the discrepancies before indexing of the document(s) in question.
 - q. Daily reports must consist of the following:
 - i. Statistical report that includes, but is not limited to the following information:
 - a. Recording date
 - b. Start and end document number

- c. Total number of documents in recording date
- d. Total number of missing documents
- e. Number of mismatched TIFFs
- ii. Exception report that includes, but is not limited to the following information:
 - a. Document numbers for documents with no Grantor/Grantee information
 - b. Document numbers for documents that have special characters
 - c. Document numbers for documents with missing pages
 - d. Documents that are missing
 - e. Gaps in the sequence of recording numbers
 - f. List of keyed Trust documents and their Grantee and Grantor entries
 - g. List of mismatched document numbers and TIFF names
 - h. Indexing issues such as excessively skewed pages, legibility problems, etc.
- iii. In the event of discrepancies, Contractor must work with the County to reconcile the differences.
- r. Archival copies of ".in" data must be maintained for 30 days. After 30 days, the images must be purged per Section V, Paragraph A.1 above.

US Imaging will coordinate with both the County and Tyler Technologies for document retrieval and uploading. US Imaging has experience using Tyler Technologies Eagle Recorder System Web Services tool and have created an in-house web-based program for indexing the transferred images.

Documents within Tyler Eagle will be transferred to US Imaging once the documents enter the pre-assigned workflow queue. The US Imaging Team Lead will assign the transferred documents to multiple experienced, project dedicated, personnel for indexing. The indexers are required to complete their documents within 24 hours of assignment. The indexer will sight verify and index the required fields below as they appear on the originally recorded document in accordance with the DRIM:

- a. All Grantors: Multiple lines
- b. All Grantees: Multiple lines
- c. Assessor Parcel Number: Multiple lines
- d. Tract No. for specified documents: Single line

To achieve the County's requested accuracy rate of 99.95%, US Imaging will perform a blind rekey double pass indexing technique (\$0.0036 per keystroke, per pass). Multi-title documents will be duplicated appropriately and flagged for separate pricing (\$0.012 per title).

If there are any issues with the images or documents, the Team Lead will immediately notify the County. If there are any indexing questions or delays in returning the files, the US Imaging Team Lead will promptly e-mail, or call the County. Daily reports will be submitted by 6:00 pm PST the next business day.

Scanning and Image Conversion Services

Stage 1 – Inventory, Prep, and Scan Media

The project will begin with the US Imaging team conducting a thorough inventory of the County's books and/or microfilm. US Imaging will create an online Production Report for tracking the location of the media and the status of the images throughout the entire project.

US Imaging recommends that the projects be scanned on-site with 24/7 access, and post-processing completed at their Saginaw, MI facility. US Imaging's on-site Project Manager will manage the equipment and staff, and ensure all processes are working correctly.

If the County elects to scan microfilm off-site, US Imaging will provide boxes and pelican cases for shipping. All pelican cases are tracked both via GPS Trakdot and via UPS.

US Imaging will scan all Bound and Mechanical books at 300 dpi in color to capture all 16,777,216 colors that are present and save the color images in JPEG format. US Imaging's staff will inspect 100% of the images on-site to ensure that no pages are missing, cut off, or out of focus before they leave the premises.

US Imaging will inspect and scan all microfilm at 300 dpi in grayscale to capture the 256 shades of gray that are present and save the grayscale images in JPEG format.

During off-site post-processing, US Imaging will extract individual pages and save each as a new single-page image. All grayscale JPEG images will be converted to black and white TIFF images. Images will be automatically deskewed and automatically cropped to remove any black borders. Images will be portrait right reading position and TIFF images will be white background with black text, unless dual polarity exists. Sometimes Photostat images contain dual polarity and marginal notations, these images will be manually reversed and corrected for polarity during Stage 3. All JPEG and TIFF images will be named as sequentially zero-filled 8-digit numbers for each book and stored in logically named directories named by Document Type\Image Type (JPEG or TIFF)\Book #. JPEG and TIFF images will be shipped to the County approximately one month after scanning is complete.

The County can access JPEG and TIFF images via US Imaging's proprietary software, *ImageXpress*, which enables the County or Public to easily access images by the Book-Image # or Roll-Image # prior to Stage 2 inspection and Stage 3 enhancement and formatting. Users can easily browse through the pages of each document, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail individual pages or multiple pages of a document. *ImageXpress* is provided during Stage 2 and 3 processing at no additional charge.

Stage 2 - Inspect, Crop, Group, Index and Verify

US Imaging's Production Manager and Account Manager will work together to ensure the processes within Stage 2 are performed to the County's specifications and timeline.

The automatic cropping provided in Stage 1 removes solid black borders that surround a page or camera copy board. Manual cropping will be performed just outside the edge of each page to provide a more accurate original page size, fewer bytes per image, better system performance, and overall appearance of every image. No data or marginal notations will be removed from the image during this process.

Each black and white TIFF (2 colors) image will be visually compared to each grayscale JPEG (256 colors) image on two side-by-side 27" Portrait monitors simultaneously as full size up to 12" W x 18" H. Each image will be checked for sequential order, missing pages, duplicate pages, "A" pages, retakes, redox spots, and image quality. Particular attention is to be given to the party names, legal description, Book and Page #'s, Document #'s, date and time stamps, and signatures during this process. If any part of the image is considered illegible it will be added to the Poor-Quality Image Report. The poor-quality issues that will be identified in the report are image too dark, image too light, blurry, redox spots, white spots, black spots, poor original, out of order, missing, duplicate, "A" page and retake. Poor quality images will be reported in an Excel Spreadsheet and can be visually inspected in our free software utility called *ImageReview*.

ImageReview will allow the County to easily sort the Poor-Quality Report by Book-Image # or the Issue (light, dark, blurry, redox spots, etc.). *ImageReview* can also auto select a random percentage set of images (10%, 20%, etc.) or filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after the County has inspected them so multiple inspectors know if an image has already been inspected or not. Once County review is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provides approval for specific images to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget. US Imaging's Poor-Quality Image Report provides proof that they have inspected 100% of the images with human eyes and allows the County to quickly inspect the poor-quality images that have been flagged if desired.

Since image quality is subjective and identifies 98% of the poor-quality images, US Imaging always presents an optional double inspection process where a second team of operators can inspect and report image quality a second time. The reports would be consolidated to deliver the highest image quality possible.

Land Records prior to 1947 are typically comprised of handwritten and typed pages that contain multiple documents on a single page. Land Record Management Systems require one set of images per document. Therefore, US Imaging will duplicate images with multiple documents on them, so that each document can be indexed individually and have its own set of images within the imaging system. These pages will be electronically duplicated during the grouping process so that they do not need to be scanned twice.

Our staff will manually group individual pages together for each document and name each document by both the document number (when available) and Book-Page number. Single-level grouping and indexing will deliver 98% accuracy.

Manual grouping and naming are prone to human errors, and US Imaging highly recommends their double grouping and naming process to eliminate them. 100% of the images will be grouped and named a second time by a second team of operators. The documents and names identified by the first operator and the second operator will be compared electronically and any mismatches will be inspected, verified, or corrected by a third operator to deliver the highest accuracy possible. This is commonly referred to as double key and verify in the indexing industry.

Stage 3 – Enhancement & Formatting

US Imaging's Production Manager and Account Manager will work together to ensure the processes within Stage 3 are performed to the County's specifications and project timeline. Stage 3 can be delivered in one batch, or multiple, depending on the County's budget needs.

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

Land Records prior to 1947 have handwritten and typed pages with multiple documents on a single page. US Imaging offers an optional masking service in Stage 3, so that only the document that is being indexed is displayed in the image.

Land Records from 1947-1965 are black Photostats with dual polarity and marginal notations with large black areas that dramatically increase TIFF file size and waste a tremendous amount of toner when printed. US Imaging's staff will reverse the polarity, so the entire page is white with black writing.

US Imaging will format the images and indexes to the specifications required by Tyler Technologies. All formatted images will be copied to a new set of USB Hard Drives and shipped to the County for review and

import into Eagle Recorder. The County is able to import all of the images in a single import or spread out as many imports as they like.

If the County elects to perform Full Indexing of records, this service will begin after image enhancements are completed so that the indexing information is not compromised by a poor-quality image.

Additional Services as requested by the County

Periodically, the County requires services on an as needed basis. The County currently has in excess of 50 years of historical records that could potentially need some level of service. The following are the tasks and requirements for these services:

- a. US Imaging shall perform the following functions as requested by the County:
 - i. Scanning - Inventory and Preparation
 - ii. Scanning - Paper to Digital Images
 - iii. Scanning - Paper to Film
 - iv. Scanning - Paper to Fiche
 - v. Scanning - Fiche to Film
 - vi. Scanning - Fiche to Digital Images
 - vii. Scanning - Film to Digital Images
 - viii. Scanning to Grayscale
 - ix. Conversion - TIFFs to PDF & Bookmark
 - x. Conversion - TIFF images from multipage to single page
 - xi. Special Analysis - Remediation of missing or inaccurate index data
 - xii. Special Analysis - Document identification
- b. General requirements for creating digital images:
 - i. US Imaging shall make arrangements to pick up media from County in a County-provided containers and transported in a climate-controlled conditions (>50% humidity/ 70 degrees F).
 - ii. US Imaging shall inventory documents.
 - iii. US Imaging shall scan to TIFF files and enhance the image legibility
 - iv. US Imaging shall Crop and Clean scanned images
 - v. US Imaging shall create silver microfilm of the images (Vital and Official Records).
 - vi. US Imaging shall create an index as requested of the information as specified in Section V- Paragraph B.
 - vii. US Imaging shall upload the data to County and notify them of the transfer.
 - viii. US Imaging shall make arrangements and return the original media to the County.
 - ix. US Imaging shall resolve any issues for any rejected documents and then perform the scanning process as stated above.
 - x. US Imaging shall prepare reports as specified in Section V, Paragraph A.3(r) and deliver them to the County.
- c. US Imaging shall copy film to film as requested by the County.
 - i. US Imaging shall make arrangements for pickup of film from the County.
 - ii. US Imaging shall copy the film in accordance with Section V, Paragraph A.2 — Converting Digital Images to Film; Creating Silver Copies.
- d. Preservation of electronic records – US Imaging shall provide backup of electronic storage of scanned images on their systems as specified in Section V, Paragraph A.3– Indexing. US Imaging shall provide the information upon request of the County.
- e. Photostat Restoration – US Imaging shall reproduce, enhance, and preserve old County Photostats of historical information.
- f. Miscellaneous Data Entry/Indexing – US Imaging shall provide other data entry or indexing service not covered by other areas of this contract.

All special project efforts are by request only. Unless specified by the County, these requests must follow the requirements outlined within this SOW. All special requests must be listed within the approved pricing sheet (Attachment B of the Contract). Any work requested that is not listed on an approved pricing sheet is considered outside the scope of this Contract and cannot be performed hereunder. Requests for such work must follow the County's procurement process and be authorized by the applicable approving authority prior to commencement of work.

ATTACHMENT B Price list

MICROGRAPHICS, FILM CONVERSION, INDEXING, REDACTION, AND OFF-SITE SERVICES		
CATEGORY- PAPER SERVICES		
DELIVERABLE	UNIT PRICING	COST
Inventorying and preparing paper to scan.	Price per page	\$0.05 to \$0.25
Scanning from paper to digital image	Price per page	\$0.10 to \$0.43
Scanning from paper to film	Price per page	\$0.15 to \$0.48
CATEGORY- MICROFICHE SERVICES		
Scanning from fiche to film	Price per image	\$0.065 to \$0.125
Scanning from fiche to digital images	Price per image	\$0.04 to \$0.10
Scanning to Grayscale	Price per image	Included in Scan Price
CATEGORY- MICROFILM SERVICES		
Scanning from film to digital image	Price per image	\$0.04
CATEGORY- IMAGES TO FILM SERVICES		
Transferring Vital images to Silver film	Price per image	\$0.025
Transferring Official images to Silver film	Price per image	\$0.025
Validation of index to images	Price per index entry	Included in Transfer Price
Verify number of pages per image against label on 1 st page of image.	Price per page	\$0.05
Check validity of TIFF images	Price per image	Included in Transfer Price
CATEGORY- SPECIAL FUNCTIONS		
Image Thresholding/Enhancement	Price per image	auto enhancements included in scan price; \$0.50 Manual Enhancements
Image Cropping & Cleanup	Price per image	auto crop included in scan price; \$0.06 Manual Deskew & Crop
Conversion TIFFs to PDFs & Bookmark	Price per image	\$0.025
Conversion TIFFs from Multi-page to Single page TIFFs	Price per image	included when additional services are performed
CATEGORY- FILM DUPLICATION SERVICES		
Silver to Silver duplication	Price per roll (100' 16mm film)	\$50.00
Silver to Silver duplication	Price per roll (200' 16mm film)	\$65.00
Diazo to Silver duplication	Price per roll (100' 16mm film)	\$50.00

Diazo to Silver duplication	Price per roll (200' 16mm film)	\$65.00
Silver to Diazo duplication	Price per roll (100' 16mm film)	\$50.00
Silver to Diazo duplication	Price per roll (200' 16mm film)	\$65.00
Diazo to Diazo duplication	Price per roll (100' 16mm film)	\$50.00
Diazo to Diazo duplication	Price per roll (200' 16mm film)	\$65.00
CATEGORY- CARTRIDGES		
DELIVERABLE	UNIT PRICING	COST
Cartridge loading and labeling	Price per repair	\$33.00
CATEGORY- FILM REPAIR		
Broken or weak splice	Price per repair	\$7.50 per 100' Roll, \$9.00 per 200' Roll
Torn film	Price per repair	\$7.50 per 100' Roll, \$9.00 per 200' Roll
CATEGORY- INDEXING SERVICES		
Indexing (any alphanumeric data multiple fields)	Price per keystroke	\$0.0036
Indexing Vital Records (any alphanumeric date, multiple fields)	Price per keystroke	\$0.0036
Indexing Maps	Price per keystroke	\$0.045
CATEGORY- ADDITIONAL SERVICES		
DELIVERABLE	UNIT PRICING	COST
Photostat Restoration (scan original Photostats)	Price per page	\$0.195
Photostat Enhancement (custom enhancement of Photostats scanned from paper or film)	Price per page	\$0.50 (in bulk)
Miscellaneous data entry/indexing (maximum price per field to key verify an index for unspecified documents)	Price per field	\$0.05 - \$1.50
Manual image cropping (applies to every image viewed)	Price per image	\$0.06
Aperture Card Scanning (scanning maps or drawings up to E size and reading the Hollerith index code)	Price per image	\$0.575
Re-boxing and labeling 16mm film (include boxes that meet ISO 18902:2007)	Price per roll	\$4.50
Re-boxing and labeling 35mm film (include boxes that meet ISO 18902:2007)	Price per roll	\$5.50

Brown Toning (applies to historical film)	Price per roll	\$35.00
CATEGORY- Special Analysis		
DELIVERABLE	UNIT PRICING	COST
Remediation of missing or inaccurate index data	Price per field	\$0.05 to \$1.50
Document identification	Price per image	\$0.05



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: US Imaging, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Scott Robinson, President & CEO
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Scott Robinson, President & CEO
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
US Archives, Inc.	Separate Entity with Common Ownership

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT D

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of the date of execution, is between the County of San Bernardino- Assessor-Recorder-County Clerk ("County"), a political subdivision duly organized under the Constitution of the State of California, and the Party identified below ("Company") (collectively, the "Parties," or individually, a "Party"). The Parties agree as follows:

1. Company acknowledges that County is bound by the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code Section 54950, and California Government Code Section 7920.000 (collectively, "Regulations"), and that the terms of this Agreement are subject to County's compliance with these Regulations.

2. "Confidential Information" means information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that falls within an exemption to the Regulations and the Disclosing Party clearly designates as "Confidential" or "Proprietary". Confidential Information may include, information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, including, but not limited to, that which relates to research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that the Disclosing Party is obligated to keep confidential. Company represents that it has a good faith belief that information it designates "Confidential" or "Proprietary" is exempt from disclosure under the Regulations.

3. For ten (10) years from the date of execution of this Agreement, the Receiving Party shall hold Confidential Information in confidence, limit use of Confidential Information to discussions between the parties, and use at least as great a standard of care in protecting the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like character, but in no event less than a reasonable degree of care. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information.

4. These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:

- i. which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such Confidential Information; or
- ii. after it has become generally available to the public without breach of this Agreement by the Receiving Party; or
- iii. which at the time of disclosure was already known to the Receiving Party, and free of restriction as evidenced by documentation in the Receiving Party's possession; or
- iv. which the Disclosing Party agrees in writing is free of such restrictions.

5. If the Receiving Party receives a subpoena, validly issued administrative or judicial process, or County receives a public records request, the Party subject to such demand or request will, to the extent legally permissible, promptly notify the Disclosing Party, and, if requested by the Disclosing Party, tender the defense of the subpoena or process, or action for protective order. Unless the subpoena or process is timely limited, quashed, or extended, the Receiving Party will be entitled to comply with the request to the extent permitted by law. Company agrees to reimburse County for, and to indemnify and hold harmless County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature arising from or relating to County's non-disclosure of any information.

6. Each Party hereto shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other.

7. All Confidential Information will remain the exclusive property of the Disclosing Party. No license under any trademark, patent, copyright, mask work protection right or any other intellectual property right is granted or implied by the conveying of Confidential Information. The Disclosing Party provides Confidential Information solely on an "as is" basis. None of the Confidential Information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either party.

8. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either Party or any commitment by either Party with respect to the present or future marketing of any product or service.

9. To the extent legally permitted, the Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's request, the Receiving Party will provide written certification of its compliance with this section.

10. Absent the prior written consent of the other Party, neither Party shall distribute any publicity, news release, or announcement, written or oral, to the public or press, relating to this Agreement or its existence.

11. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

12. The Parties agree that a breach of the confidentiality obligations by Receiving Party may cause immediate and irreparable damage to Disclosing Party and shall entitle Disclosing Party to seek injunctive relief in addition to all other remedies.

13. This Agreement constitutes the entire understanding between the Parties hereto as to the Confidential Information and supersedes all prior understandings, whether oral or written, between them relating hereto. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in writing and signed by an officer of each Party.

14. This Agreement shall be governed by and construed under the laws of the State of California, U.S.A.

In witness thereof, the parties have executed this Agreement on the respective dates entered below:

SAN BERNARDINO COUNTY

COMPANY, a [state of incorporation] corporation

By:  (Signature)
JUN 25 2024

By:  (Signature)

Name: Dawn Rowe

Name: Alicia Floyd

Title: Chair, Board of Supervisors

Title: Contract Manager

Date: 385 N. Arrowhead Ave., San Bernardino
CA., 92415

Date: June 3, 2024

Address:

Address: 400 S. Franklin Street, Saginaw, MI 48607

Phone: (909) 387-4811

Phone: (989) 753-7933

Fax:

Fax: (989) 753-7333

ATTACHMENT E

Code of Ethics and Commitment to County Public Service

Section 1 – Purpose

This code establishes the standards of conduct required of all public officials and employees for the proper operation of County government and has the force of law. These standards are intended to strengthen public service and to maintain and promote faith and confidence of the people in their government.

Section 2 – Responsibilities of Public Office

Public officials and employees are agents of the public purpose and serve for the benefit of the public. They shall uphold and adhere to the Constitution of the United States, the Constitution of the State of California, and the Charter of the County of San Bernardino, rules, regulations and policies of the County, and shall carry out impartially the laws of the Nation, State, and County. In their official acts, they shall discharge faithfully their duties, recognizing that the public interest is paramount. All public officials and employees must demonstrate the highest standards of morality and ethics consistent with the requirements of their position and consistent with the law.

Section 3 – Dedicated Service

In the performance of their duties, all officials and employees shall support governmental objectives expressed by the electorate and interpreted by the Board of Supervisors and the County programs developed to attain these objectives. Officials and employees shall adhere to work rules and performance standards established for their positions by the appointing authority. The County requires all officials and employees to use good manners, to be considerate, to be accurate and truthful in statement and to exercise sound judgment in the performance of their work. During the hours covered by active County employment, no official or employee shall work for any other employer or agency and neither conduct nor pursue any unauthorized activity for remuneration. Officials and employees shall neither exceed their authority nor breach the law nor ask others to do so. They shall work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of the work.

Section 4 – Nondiscrimination

No official or employee shall grant any special consideration, treatment, or advantage to any person beyond that which is available to every other person in similar circumstance. No person shall be favored or discriminated against with respect to any appointment in the County service because of family or social relationships, sex, race, religion, national origin, marital status, age, physical handicap, political opinion or political affiliation.

Section 5 – Oath of Allegiance

Pursuant to State law, all officials and employees must execute an Oath of Allegiance as follows: "I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

Section 6 – Confidential Information

As appropriate, every appointing authority shall make known to subordinates which information is regarded as confidential. No official or employee shall neither disclose or remove from County offices such confidential information except as authorized or required by law or office nor otherwise use such information for personal gain or benefit. All personnel records shall be confidential except when disclosure is required by law.

Section 7 – Use of Public Property

Officials and employees are prohibited from using County-owned equipment, materials, or property for personal benefit or profit unless specifically authorized by the Board of Supervisors as an element of compensation.

Section 8 – Conflict of Interest

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.

Section 9 – Political Activity

It is the intent of the Board of Supervisors that every County employee participates in the political process to the extent that such participation does not interfere with the orderly performance of County employees' duties and functions. The provisions of California State Government Code 3201-3205 and 3302 and any future amendments thereto are hereby incorporated as part of this Rule. Employees engaged in political activity in violation of any personnel rule, County policy, labor contract, or regulation governing the conduct of County employees shall constitute cause for disciplinary action.

Section 10 – County/Employee Responsibility

The County shall provide all employees appointed to a regular classified or unclassified position with the County, with a copy of these Rules. It shall be the responsibility of employees to become aware and knowledgeable of these Rules.

Section 11 – Delegation of Approval

Any action which requires the approval of the Director of Human Resources may be taken by a Human Resources employee who has been delegated that responsibility in writing by the Director of Human Resources.

ATTACHMENT F

Film/Index Transfer Process

