

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of July, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and Kofile Technologies, Inc., a Delaware corporation, whose address is 6300 Cedar Springs Road, Dallas, TX, 75235, ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the Department of Public Works and Planning is the custodian of historical official land records and documents for the COUNTY; and

WHEREAS, the COUNTY has a need for official record document restoration, preservation, and imaging services; and

WHEREAS, the CONTRACTOR is qualified and willing to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all work in a good and workmanlike manner for official document restoration, preservation, and imaging services, as described in Exhibit A, attached and incorporated by this reference.

B. CONTRACTOR shall invoice COUNTY for services performed in accordance with Exhibit A and GSA Schedule 70 Contract Number: GS-35F-275AA, in an amount not to exceed \$315,000 over the term of the Agreement.

2. OBLIGATIONS OF THE COUNTY

A. The COUNTY will coordinate with the CONTRACTOR for the CONTRACTOR'S pickup and return of the COUNTY'S documents and records as described in Exhibit A. All documents and records provided to CONTRACTOR by COUNTY shall be returned to COUNTY no later than eighteen (18) weeks after CONTRACTOR has received the documents and records from the COUNTY.

1 B. COUNTY shall pay CONTRACTOR compensation for services performed, as
2 specified in Exhibit A for CONTRACTOR'S performance of CONTRACTOR'S obligations as specified
3 herein.

4 3. TERM

5 The term of this Agreement shall be for a period of three (3) years, commencing on the date first
6 written herein above. This Agreement may be extended for two (2) additional consecutive twelve (12)
7 month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the
8 next twelve (12) month extension period. The Director of Public Works and Planning or his or her designee
9 is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S
10 satisfactory performance.

11 4. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
13 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
15 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
17 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 18 1) An illegal or improper use of funds;
- 19 2) A failure to comply with any term of this Agreement;
- 20 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 21 4) Improperly performed service.

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
23 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
24 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
25 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
26 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
27 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
28 any such funds upon demand.

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
3 to terminate to CONTRACTOR.

4 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
5 CONTRACTOR agrees to receive compensation in accordance with the pricing and rates specified on
6 Exhibit A. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Department of
7 Public Works and Planning. In no event shall services performed under this Agreement exceed \$315,000
8 during the total possible five-year term of this Agreement. It is understood that all expenses incidental to
9 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.
10 CONTRACTOR shall allow for a minimum of forty-five (45) days from date of receipt of invoice by the
11 COUNTY for payment of such invoice.

12 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
13 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
14 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
15 times be acting and performing as an independent contractor, and shall act in an independent capacity and
16 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
17 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
18 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
19 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
20 terms and conditions thereof.

21 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
22 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

23 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
24 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
25 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
26 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
27 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
28 other regulations governing such matters. It is acknowledged that during the term of this Agreement,

1 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

2 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
3 written consent of all the parties without, in any way, affecting the remainder.

4 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
5 nor their rights or duties under this Agreement without the prior written consent of the other party.

6 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
7 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
8 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
9 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
10 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
11 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
12 or corporation who may be injured or damaged by the performance, or failure to perform, of
13 CONTRACTOR, its officers, agents, or employees under this Agreement.

14 The provisions of this Section 9 shall survive termination of this Agreement.

15 10. INSURANCE

16 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
17 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
18 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
19 Joint Powers Agreement (JPA) throughout the term of the Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than Two Million Dollars
22 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
23 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
24 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
25 liability or any other liability insurance deemed necessary because of the nature of this contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto

1 used in connection with this Agreement.

2 C. Professional Liability

3 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
4 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
5 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

6 D. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the California Labor
8 Code.

9 Additional Requirements Relating to Insurance

10 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
11 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
12 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
14 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
15 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
16 a minimum of thirty (30) days advance written notice given to COUNTY.

17 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
18 employees any amounts paid by the policy of worker's compensation insurance required by this
19 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
20 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
21 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

22 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
23 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
24 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
25 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
26 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
27 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
28 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and

1 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
2 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
3 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
4 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
5 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
6 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
7 without a minimum of thirty (30) days advance, written notice given to COUNTY.

8 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
9 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
10 Agreement upon the occurrence of such event.

11 All policies shall be issued by admitted insurers licensed to do business in the State of California,
12 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
13 FSC VII or better.

14 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
15 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
16 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
17 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
18 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

19 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
20 the examination and audit of the California State Auditor for a period of three (3) years after final payment
21 under contract (Government Code Section 8546.7).

22 12. NOTICES: The persons and their addresses having authority to give and receive notices
23 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Kofile Technologies, Inc.
Director of Public Works and Planning	Eugene Sisneros, Account Manager
2220 Tulare Street, Sixth Floor	6300 Cedar Springs Road
Fresno, CA 93721	Dallas, TX 75235

24
25
26
27 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
28 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
2 personal service is effective upon service to the recipient. A notice delivered by first-class United States
3 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
4 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
5 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
6 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
7 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
8 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
9 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
10 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
11 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
12 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
13 beginning with section 810).

14 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
15 only be in Fresno County, California.

16 The rights and obligations of the parties and all interpretation and performance of this Agreement
17 shall be governed in all respects by the laws of the State of California.

18 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

19 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
20 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
21 to operate as a corporation.

22 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
23 that they are a party to while CONTRACTOR is providing goods or performing services under this
24 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
25 and in which one or more of its directors has a material financial interest. Members of the Board of
26 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
27 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
28 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or

1 immediately thereafter.


2 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
3 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
4 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
5 understanding of any nature whatsoever unless expressly included in this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
7 first hereinabove written.

8
9 **CONTRACTOR**

10 
11 _____
12 Hubert P. 'Bert' Auburn
13 Kofile Technologies, Inc.
14 6300 Cedar Springs Road
15 Dallas, TX 75235

COUNTY OF FRESNO

16 
17 _____
18 Ernest Buddy Mendes, Chairman of the
19 Board of Supervisors of the
20 County of Fresno

21 **ATTEST:**
22 Bernice E. Seidel
23 Clerk of the Board of Supervisors
24 County of Fresno, State of California

25 By: 
26 _____
27 Deputy

28 **FOR ACCOUNTING USE ONLY:**

29 Fund: 0001
30 Subclass: 10000
31 ORG: 43600200
32 Account: 7295

EXHIBIT A



June 17, 2020

Marianne Mollring, MA/MS, AICP, GISP | Senior Planner
 Department of Public Works and Planning | Administration
 2220 Tulare St. 6th Floor
 Fresno, CA 93721

Dear Ms. Mollring,

This quote addresses preservation and archival digitization of permanent retention records for the Fresno County Department of Public Works and Planning . All services are completed by Kofile Technologies, Inc. (Kofile) at its Conservation Lab in Carson City, NV.

Without a signed agreement, prices are good for 90 days. Pricing is presented via a piggyback to the County of Alameda Standard Services Agreement (Procurement Contract No. 14424; currently extended through December 20, 2021). Pricing is based on a Good Faith Estimate of page counts and condition levels. Pricing is finalized upon assessment at the Kofile Lab. Any applicable taxes are the responsibility of the County.

FRESNO COUNTY DEPARTMENT OF PUBLIC WORKS AND PLANNING, CA PROJECT OVERVIEW								
SELECT FOR SERVICE	RECORDS SERIES TITLE	QUANTITY		FORMAT	LEVEL OF SERVICE	PRICE QUOTE		
		ITEMS	IMAGE COUNT			(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE TOTAL
<input type="checkbox"/>	Road Document	279 <i>packets</i>	13,530 ¹	Tri-Folds	PRV/IM	\$108,240.00	\$10,147.50	\$118,387.50
<input type="checkbox"/>	Historical Volume	8 <i>vols.</i>	2,400	Volumes	PRV/IM	\$5,200.00	\$1,800.00	\$7,000.00
<input type="checkbox"/>	Plat Book	8 <i>vols.</i>	1,018	Plats ²	PRV/IM	\$130,670.00	\$7,635.00	\$138,305.00
SUBTOTAL (<i>Approx. 18,624 images</i>)						\$244,110.00	\$19,582.50	\$263,692.50
*ESTIMATED SALES & USE TAX (7.975% per 4/1/20 rate)						n/a	\$1,561.70	\$1,561.70
GSA FEE (0.75% GSA Industrial Funding Fee (IFF))						\$1,830.83	\$146.87	\$1,977.70
PROJECT TOTAL						\$245,940.83	\$21,291.07	\$267,231.90

**Please note that taxes on imaging services are waived if images are delivered via FTP transfer or similar electronic transfer.*

¹Counts are estimated per the random counts of packets that could be opened at assessment.

²The large plat books are in very poor condition, with significant tape, and fragmentation on the sheets.

PROJECT ACCEPTANCE	
<hr/> <i>Signature/Title of County Representative</i>	<hr/> <i>Date</i>

DEFINED SCOPE OF SERVICES

Records receive the following services as appropriate. A permanent log is created for each map, volume, or packet to record condition, size, pagination, substrate, and services/treatments performed. A final quality check references this log sheet.

(PRV) Volume Preservation—*Conservation Treatments, Deacidify, Encapsulate, & Rebinding*

- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect detritus, or biological/mineral contaminants.
- Remove non-archival repairs or fasteners, such as residual glues, *to the furthest extent possible without causing damage to paper and inks.*
- Mend tears greater than ½” with archival, acid free, and reversible materials—either Japanese tissue and methyl cellulose adhesive or Filmoplast R® (acrylic-based, heat-set tissue).
- Deacidify sheets, after careful testing, with Bookkeepers®. This is a commercial solution of magnesium oxide that neutralizes acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH $< \pm .5$.
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket™* composed of SKC Films, Skyroll SH72S® Mylar. Pocket dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Rebind in a custom-fitted and stamped DSB or *Heritage Recorder Binder*. Each is manufactured on a per-book basis and are sized to ¼” incremental capacities. Volumes may return split or combined depending on page counts and the additional weight of the Mylar encapsulation. Index tabs are repaired or replaced, as necessary. The binders include a dedication/treatment report.

(PRV) Map & Plat Preservation—*Conservation Treatments, Deacidify, Encapsulate, & Rebinding*

[Alameda County Levels One-Three with addition of Binders]

- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect detritus, or biological/mineral contaminants.
- Mounted maps are dismounted from their secondary supports if the process will not cause further degradation. Likewise, fragile plats are backed onto acid free paper, if necessary, with acid free and reversible archival quality adhesives.
- Pressure sensitive tape and adhesive residue are removed as much as possible without further degradation to the plat. Tape stains are reduced as possible.
- Sheets are deacidified *as appropriate* with commercially prepared magnesium oxide. Random testing ensures an 8.5 pH with a deviation of $< \pm .5$. *Please note that some materials are not appropriate for deacidification, such as maps that are on architectural linen or comprised from acid-based imaging, such as blueprint and blue line.*
- Mend with archival, acid-free, and reversible materials. This may include Japanese tissue and methylcellulose adhesive, Filmoplast R® (acrylic-based, heat set tissue), Crompton's tissue, or LC tissue. Architectural linen maps are repaired or backed with acid-free linen support.
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket™* composed of SKC Films, Skyroll SH72S® Mylar. Pocket dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Rebind in a plat binder with an imitation leather cover in the color of choice. A metal rim protects the cover boards from bowing or breaking due to the weight of the pages and handling. This is a four-post binder. Index tabs are repaired or replaced, as necessary. The binders include a dedication/treatment report.

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

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability. Gray-scale ensures optimum resolution.
- Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- *Image Perfect*, Kofile's proprietary software, ensures the optimum image quality and uniformity with custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.

- If requested, annotations (Book, Volume, and Page) are electronically added on the digital image. Custom annotations are offered upon request.
- Images are named (for the directory file structure) by Book, Volume, and Page.
- Index images receive image stitching if entries horizontally span the length of more than one page.
- When multiple documents exist on a single page, images are split so that each document is viewable individually. Likewise, multiple images in a document are stapled together.
- Each image is certified and sight checked to ensure there are no missing pages, double feeds, and to account for “A” pages (added to the original).
- The County receives one MASTER—delivery is per the medium suitable for the project size (e.g., hard drive, DVD, CD, flash drive).
- *Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to the County’s digital records.*

PURCHASING VIA GSA

Kofile’s federal cooperative purchasing (CO-OP) contract extends to state and local government. This is GSA Schedule 70 Contract No. GS-35F-275AA. Fresno County is eligible for to purchase from this contract. This Schedule 70 CO-OP Contract presents professional information technology (IT) labor categories for data conversion and records management services. Other information pulled from GSA literature that may be helpful includes:

- ▶ *The Group 70 contract is available for Cooperative Purchasing with state and local governments at any time, for any reason, using any funds available.*
- ▶ *It is entirely voluntary.*
- ▶ *The eligible vendors are knowledgeable about Cooperative Purchasing. Vendors are prepared to be a GSA customer’s primary point of contact. Furthermore, customers are free to enter into a Cooperative Purchasing agreement with any Schedule vendor without involving GSA.*

To purchase from GSA, you only need follow Fresno County’s applicable purchasing requirements. When a Purchase Order is issued, it must reference Kofile’s **GSA Contract Number GS-35F-275AA**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client’s quote for the order.

GSA line items are billed per hourly charges for the work performed. GSA line items are billed per hourly charges and include the following. Any ancillary items are billed as Order Level Materials (with a cap of 33.33% per order). Any applicable taxes are not included in the sales amount reported to the GSA.

GSA BILLING LINE ITEMS				
ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	LINE ITEM TOTAL
TCS010	Project Manager	40	\$183.97/Hour	\$7,358.80
TCS006	Graphic Artist II	1,700	\$75.77/Hour	\$128,809.00
TCS008	Information Assurance Engineer II	1,709.1514	\$75.77/Hour	\$129,502.40
GSA TOTAL				\$265,670.20

PROJECT INVENTORY & ITEMIZED PRICING

The following itemizes the pricing for each individual volume.

PROJECT INVENTORY & ITEMIZED PRICING								
RECORDS SERIES TITLE	APPROX. IMAGE COUNT	DESCRIPTION			LEVEL OF SERVICE	PRICE QUOTE		
		SHEET SIZE	CONDITION	NOTES		(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE TOTAL
ROAD DOCUMENTS (TRI-FOLDS)								
Road Docs Packets 1-172	10,320	8.5x11	Poor		PRV/IM	\$82,560.00	\$7,740.00	\$90,300.00
Road Docs Packets 173-279	3,210	8.5x11	Poor		PRV/IM	\$25,680.00	\$2,407.50	\$28,087.50
HISTORICAL VOLUMES								
#1 Swamp Overflow Field Note	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
#2 Swamp Overflow Field Note	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
#3 Swamp Overflow Field Note	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
#4 Swamp Overflow Field Note	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
Record of App. Swamp Overflow 1863-1891	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
Swamp Overflow Lands Index	300	16"	Poor		PRV/IM	\$650.00	\$225.00	\$875.00
Small Field Notes	300	6x5	Poor		PRV/IM	\$650.00*	\$225.00	\$875.00
Small Field Notes		8x5"	Poor					
Vert. Control Data	300		Poor		PRV/IM	\$650.00*	\$225.00	\$875.00
Horizontal Control Data			Poor					
PLAT BOOKS								
Road Right of Way Plats	119	27x27	XP	<i>Heavy tape.</i>	PRV/IM	\$20,825.00	\$892.50	\$21,717.50
Road Right of Way Plats	119	27x27	XP	<i>Copy.</i>	PRV/IM	\$20,825.00	\$892.50	\$21,717.50
Swamp and Overflow Lands	34	27x27	XP		PRV/IM	\$5,950.00	\$255.00	\$6,205.00
Sec. Corner Land Dev.	100	27x27	XP		PRV/IM	\$17,500.00	\$750.00	\$18,250.00
Gov. Survey Plats 12-29-23-16	256	24x18	XP		PRV/IM	\$24,320.00	\$1,920.00	\$26,240.00
Gov. Survey Plats to 12/28	90	24x18	XP		PRV/IM	\$11,250.00	\$675.00	\$11,925.00
No Name Plat Book #1	150	19x16	XP		PRV/IM	\$15,000.00	\$1,125.00	\$16,125.00
No Name Plat Book #2	150	19x16	XP		PRV/IM	\$15,000.00	\$1,125.00	\$16,125.00

**This quote is dependent on the combination of multiple volumes indicated. Binding separately will incur additional charges.*

XP: Extremely Poor.

PRESERVATION PROJECT TIMELINE

Preservation projects are unique in that the work determines the schedule, response times, and completion date. Each job is individual and unique. Kofile will meet whatever reasonable timeline the County requires and will start the project upon award and execution of contract. The condition of the record determines how quickly it moves through the preservation process. Usually, older records suffer from extreme deterioration and require more attention. As the collection is processed in controlled batches and the age of the records decreases, production rate increases.

SAMPLE PRESERVATION PROJECT TIMETABLE		
WEEK	PROJECT PHASE	COMMENTS
1	COMMENCEMENT & RECORDS TRANSPORT	Project Manager meets with the Fresno County Department of Public Works and Planning. Records are inventoried. Records for preservation are delivered to the Kofile facility in Carson City, NV.
1	ARRIVAL	Items are unpacked and inventoried against the inventory. Prior to treatments, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the County for verification, if required.
1—2	PREP	Write and distribute job instructions. Order custom materials (e.g., binders) upon approval of stamping. Each stage of conservation is documented. A treatment log accompanies each item.
2—4	CLEANING & DEACIDIFICATION	Folio surface cleaning. Removal of adhesives and repairs. All solvents and adhesives are acid free and easily reversible. Individual sheets are deacidified, as appropriate.
4—7	REPAIR & RESTORE	Mending with appropriate methods, such as the application of Japanese tissues. Encapsulate sheets, if required.
8—10	DIGITIZATION	Document preparation, batching, and scanning, while adhering to strict quality control policies.
8—12	BINDER ASSEMBLY	Depending on the chosen housing, the designated books are bound. Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing.
12—14	QUALITY CONTROL	Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
14—16	RETURN	The collection is boxed and delivered to Fresno County. Other project requirements are addressed as appropriate.

ACCESSIBILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. The County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time will meet or exceed the County's requirements. Requests received during regular working hours (8:00 A.M. CST – 5:00 P.M. PST, Monday – Friday) are processed the same day—often within an hour or less of receipt.

OWNERSHIP OF DATA

All County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Fresno County. This policy is applicable to any agreement, verbal or written, between Fresno County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the County.
- The records are not disclosed, sold, assigned, leased, or otherwise provided to third parties by Kofile.
- The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

RETENTION SCHEDULE

Historical and archival government records have permanent retention schedules. The California Secretary of State's *Local Government Records Management Guidelines* define "Archival Record" as "Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data" (Archives Division Records Management, Feb. 2006). The Guidelines continue, identifying the primary principle of record management:

According to Government Code, Section 14740, California's Records Management Program is designed to "...apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records." Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value.

When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance. If that is the case, the records should be preserved by an appropriate historical agency. Staff members should realize that an effective records management program is not only cost effective, it will also make their jobs easier. They should also know that records retained beyond their value "just in case" only extend the agency's legal liability in the event of adverse litigation. These principles apply to all levels of government.

Please let us know if you have any questions.

Sincerely,

Eugene Sisneros

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