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SERVICES CONTRACT
ARCHIVAL VAULT-STORAGE

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. and Gila County Superior Court _____, herein referred to as "The Client". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced.

Archival Storage Facility Structure & Security:
o 14,000 sq. ft. High Security Facility
o 24X7X365 Operation
o Solid Concrete Floor (8")
o Steel reinforced 8", Back Filled Concrete Block Construction
o Three (3) Physical Zones Separated by Demising Walls
o Perimeter Locked; anti-Climb Fencing with Controlled Access
o Fully Alarmed, Separate Alarm Zoning
o Interior Doors 12 Gauge Steel: 2 Hour Rated; 1200lb Self-Closing Locks
o Ingress/Egress monitored 24X7X365
o Temperature and Humidity Controlled per Regulatory Specifications
o HVAC systems controlling all vaults are designed to maintain the following conditions:

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- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity
- Facility HVAC systems are designed to require approximately 45% of its available capacity to maintain these levels.

o Propane based UPS system

I. APPLICATIONS:

Archival storage of records media

II. PROPOSED PROCEDURES – OPTIONS:

Inventory media to be vault-stored

Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13Xll Original Roll Film Container; container load factor will not exceed 50 lbs.

ID and bar-code the containers and contents

Secure the containers with pre-numbered cable ties

Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the following conditions:

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity

III. UNIT PRICING:

	Microfiche	Roll film	CD-R	DVD
Initial inventory, barcode and storage Including container	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC
Annual storage charge	$76.80/K	4.20 ea.	12.50 ea.	12.50 ea.
Pull Charge (Normal Business Hours; 2 Hour Response)	24.00	24.00	24.00	24.00
Return to storage	NC	NC	NC	NC
Copy and fax charge; per page	.50	.50	.50	.50
Scan, zip and email, including Encryption*	.25	.25	.25	.25

* Decryption sent in separate communication

** Plus applicable sales taxes, and shipping charges if required

*** Sales taxes added to all charges

V. TURNAROUND PROPOSED

Requests will be responded to within 2 hours, during normal business hours

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VI. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC. is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VII. ARCHIVAL CERTIFICATION

Lin-Cum, Inc. is a certified Kodak Quality Control Lab. Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with this recopying procedures, or recopied during technology migration, whichever comes first.**

*** Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.**

**** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998; http://www.supreme.state.az.us/cot/Standards/Standards_default.htm**

VIII. TERMS

Quarterly invoices will be submitted for all storage and retrieval charges. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the charges for services provided during the period, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date.

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This agreement will become effective on July 1, 2011, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement. See Attachment "A".

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles Cummins Jr.
Charles C. Cummins, Jr.
Title Vice President –Client Servicing
Date 8/15/2011

CLIENT ACCEPTANCE:

By_____
Tommie C. Martin
Title Chairman, Board of Supervisors
Date_____

ATTEST

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

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ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.