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LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail lincum@lincum.com

DOCUMENT CONVERSION SERVICES CONTRACT No. 091413

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 document services described in the paragraphs below.

This agreement is made between Lin-Cum, Inc. and Gila County Clerk of Superior Court; 1400 E. Ash, Globe, Arizona 85501, herein referred to as "The Client". The terms and conditions, and pricing stated herein, may be applied to the same or similar projects performed for other departments or facilities of Gila County under this same agreement. However, any dissimilarities in document 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. Quantities uses are based upon actual records LCI microfilmed during FY 2012-13. Indexing is based upon the fields agreed upon in previous years.

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I. APPLICATIONS:	ANNUAL EST. VOLUME	INDEX BY**
Case files; By Case Class (est. volumes based on files converted in 2012-2013)	See Section IV for breakdown	Date, Event Code, by Case Class

case files filmed 7/2013-6/2014 333,679 Pages/Images

Case Type, Case Number (including the year); Defendant and Plaintiff Names can be auto-populated

II. PROPOSED PROCEDURES – OPTIONS:

A. Microfilm to microfiche (previous procedure):

Pick up and prepare records for filming; documents are usually pre-prepared; staples removed, etc. Microfilm, archival-process and QC, to roll film, or microfiche-jacket, title and index, (depending upon Case Classes); store original microfilm rolls and/or microfiche jackets in LIN-CUM vaults, for offsite backup and disaster recovery.

LIN-CUM will have an authorized County Clerk of Superior Court representative sign a Certificate of Authenticity, (see attached copy) certifying that the records picked up are original documents or facsimiles thereof. When the document conversion is completed, the LIN-CUM technician signs the Certificate of Authenticity, and certification is so noted on the CD. A copy of this Certification will be provided to The Client. However, this certification is only valid for the records as they reside on the CD-R.

An Arizona DLAPR Certificate of Compliance shall also be completed by LIN-CUM, and submitted to The Client, for completion and forwarding to AZ DLAPR; (see attached example).

The original source document files shall be retained at LIN-CUM for up to 90 days, free, for the Client to verify and accept the CD-R files. At that time, at the discretion of The Client, the paper documents shall be shredded and certified-destroyed by LIN-CUM at the fee listed, or returned to The Client at the standard transport charge, or when the next pickup is scheduled at no charge.

III. DOCUMENT CONVERSION	UNIT PRICING
Pickup and delivery, maximum per trip*	$60.00
Set up, per application	NC
Document sort/preparation, if required; per hour	15.25
Microfilming – letter/legal size	.04
Microfilming – maps, drawings to 35mm microfilm; per sheet	.37
Scanning – standard size; high quality, simplex, 200 dpi; per image	.055
Scanning – maps, drawings, to standard formats; per sheet	1.10
Scanning-microfiche; to standard TIFF or PDF file format; per image	.08

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OCR image scanning for full-searchability; per image (PDF format)	.02
Microfiche-jacketing, titling and indexing; per jacket	.95
Duplicate Microfiche	.30
Scanned images copied and processed to archival microfilm; per image	.045
Microfiche jacket image scanning to electronic images	.08
Electronic indexing (6 fields per document)	.09
Compiling indexed files to CD-R and labeling	30.00
Duplicating (incl. retrieval software); per CD	15.00
Shredding and AZ DLAPR certified destruction; per 1.2 cu ft. box	5.00

*Maximum to be charged, per trip; may be less, as trip charges are apportioned to all clients serviced on the same trip.

IV. UNIT PRICING, EXTENDED TO ANNUAL ESTIMATED CHARGES:

2013-2014 files to be Microfilmed, or microfiche–jacketed (depending upon case class) Criminal, Civil, Divorce, Minor Dependency, Supplements, Transcripts

Description	Unit Price	Extended Price
333,679 Images Microfilmed	0.04	$13,347.16
8,296 jackets Indexed	0.95	7,881.20
8,296 Duplicate Jackets	0.30	2,488.80
10 microfilm rolls	8.00	56.00
Estimated pickup trips, (8), and product shipping	60.00	480.00
Est. shredding and certified destruction; (est. 120 boxes)	5.00	600.00
Estimated Total 2013-2014 files		$24,853.16
Estimated sales taxes (currently 8.3% of $24,853.16)		2062.81
Estimated total for 2013-14		**$26,915.97**
May 31, 2013 Outstanding Invoice (No. 21305050)		5,293.81
Grand Total		**$32,209.78**

The above totals are estimates only, based upon 2012-2013 volumes processed. Actual charges will be based on total images scanned/microfilmed and services performed. Applicable sales taxes are included, based upon current rate of 8.3%.

VAULT STORAGE: Is covered under a different Agreement, since the annual numbers of microfilm rolls, microfiche jackets that are archivally-stored increase year-by-year.

V. TURNAROUND PROPOSED

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in production is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming/scanning, (free), to allow time for media approval. Records are then returned or destroyed, at the Client's request.

VI. QUALITY ASSURANCE

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

VII. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC., (LCI), 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.

VIII. ARCHIVAL CERTIFICATION

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. Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with periodic recopying procedures, or recopied during technology migration, whichever comes first.*

*** 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

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Lin-Cum vault-stored electronic medial are inventoried by production date, and scheduled for re-write every five (5) years, to perpetuate archivability.

X. TERMS

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by Gila County that the work as listed on the invoice has not been completed in a satisfactory manner.

This agreement will become effective on July 1, 2013, 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 is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's document conversion 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.

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 C. Cummins Jr.

Charles C. Cummins, Jr.

Title Vice President –Client Servicing

Date 9-17-2013

CLIENT ACCEPTANCE:

By Don E. McDaniel

Title County Manager

Date 9/25/13

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ATTACHMENT "A" TO DOCUMENT CONVERSION SERVICES CONTRACT NO. 091413

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.S11