



Laramie County, WY

**Record Books – Microfilm
&**

Site Migration of Indexes

without prior completion of Analog Project #10102017P1V1

Proposal #04202017P1V4

October 10, 2017

Prepared for:

Laramie County

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Cheyenne, WY 82001

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OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with **Laramie County, WY**. Enclosed you will find our response to your request for a proposal including the estimated timing, estimated costs, and agreement terms.

Record Books - Microfilm

- Approximate Images 232,250
- Date Range January 1977 through October 1985
- Condition Fair to good
- Bindery Microfilm (29 Rolls)– Books 1095 through 1219
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes
- File Format PDF/A
- Delivery Single page
- Metadata Book and page number
- Work Location Materials to be digitized at ArcaSearch in Cold Spring, MN.

** Requires new site build*

Site Migration of Existing County Records

County Indexes currently hosted:

Approximate Images 47,683

Migrated Product Categories

- Abstract of Town Lots
- Township Abstracts
- City Block Indexes
- Subdivision Indexes
- Abstracts of Townships
- Direct Index to Deeds
- Direct General Index to Deeds
- Indirect General Index to Deeds
- General Index to Miscellaneous
- Indirect General Index to Miscellaneous
- Direct General Index to Miscellaneous
- Indirect General Index to Miscellaneous
- Marriage Indexes
- Certificate of Marriage

ARCASEARCH DIGITAL ARCHIVING

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Research System using patented technology
- Provide two complete sets of PDF/A files on external hardware upon receiving final payment for project

We look forward to working with **Laramie County, WY**. Below are a few items ArcaSearch will need to begin your project.

- Provide a detailed manifest of archive material (required to start your project)
- Notify ArcaSearch of any scheduling requirements
- Provide courier delivery to and from ArcaSearch for the original content

ESTIMATED TIMING

The following is a timeline for your planning purposes.

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 24 weeks from the start of imaging to this projects completion.

COMPASS ECLIPSE RESEARCH SYSTEM

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

System Requirements

- PC: Windows 7 or newer using the browser Internet Explorer 9 or newer
- PC: Adobe Acrobat Reader 9 or newer, with your browser set to view PDF files
- Monitor resolution set to 1024 x 768 or higher
- Pop up blockers should be disabled for optimum viewing

Product Modules

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

Digital Archive Hosting

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

Technology Updates

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

Service Level

ArcaSearch maintains a 99.9 percent “up time” during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM

Hosting your Research site at a secure location

ArcaSearch has elected to host your site link at the highly secure 511 Building in downtown Minneapolis for security, service redundancy and to minimize downtime.

Authentication & Access Options

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users. This authentication process includes a multifaceted feature that includes username/password challenge and ip filtering

End User Technical Support

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third party users.

Phone and Email Support

Phone and email support are available Monday through Friday 8am – 4:30pm CST

Data Management and Storage

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of PDF/A file formats to be used as the final repository at client location. The hardware will remain the property of the client. Additional PDF/A file back-ups are available. Price dependent on the request of files to be duplicated.

TERMS AND CONDITIONS

Document Care

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

Content of Documents

Client shall be solely responsible for the content of county documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said county documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

Limitation of Liability

Initial

In recognition of the relative risks and benefits of this project, to both the Client and ArcaSearch, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ArcaSearch to Client for any and all claims, losses, costs, damages of any nature whatsoever, or expenses related to any such claims or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ArcaSearch to Client shall not exceed 75% of ArcaSearch total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however asserted, alleged, pled or arising, unless otherwise prohibited by law.

Warranty

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

Termination

During the processing of this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Terms and conditions may be updated annually.

PRICING

Project Estimating

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect total number of images.

Pricing Adjustments

Overage - An overage in images other than the estimated image count in this proposal will be priced at the per image rate that was used for the estimated project price.

Underage - A difference which results in an underage between the estimated image counts represented in this proposal and the actual image counts at the completion of the project will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not exceed 80 percent of the proposal total

Payment Terms

ArcaSearch will invoice 50 percent of the project price upon receipt of this signed proposal. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price. Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

Microform/Aperture Card Exceptions

The client acknowledges that portions of the microform are presented for digitization may be illegible. ArcaSearch will make its best effort but will not be held responsible for rendering illegible images in this regard.

Any manual cropping, manual splitting or separation and non-sequential naming will be billed an additional \$0.10/image.

Manual cropping or manual splitting includes any image that does not have sufficient polarity or does not lay uniformly between images or spreads.

Microform is priced per image based on the final image count.

Additional Programming

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum.

By signing this agreement for **Proposal #04202017P1V4** you are acknowledging that you have read, understand and agree to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance.

PROJECT PRICE

- **Estimated Project Price: \$108,787**

Includes:

- Migration of County Indexes to a new Compass Eclipse Research Site build
- Addition of Record Books (Microfilm)
- Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
- A complete integration of the existing site into a newer build
- Two-step verification process for image quality and accuracy
- Final QC by a third party control process
- Two complete copies of your completed, archived files on external media
- Includes first year of the Updated Compass Research System Annual Fee \$6,609

Updated Compass Research System Annual fee: \$6,609

Includes:

- Current hosting fee: \$4,736
- The addition of 1 new product categories – Record Books (Microfilm)
- A complete, integrated document digital archival and retrieval system
- Hosting your research site in a nationally recognized data center
- Very diverse Authentication & Site Access Options
- Unlimited users
- End User Technical Support through site tutorials, email and phone
- Patented process delivers high quality images at unprecedented speeds without sacrificing image quality or accuracy of OCR results
- Seamless integration of Analog and Digital Documents within the Compass Research System

ACCEPTED BY:

Client: _____ Date: _____
Client Name- Signature

Client: _____ Date: _____
Client Name- Printed

For ArcaSearch: _____ Date: _____
ArcaSearch

CONTACT INFORMATION:

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ADDENDUM TO DIGITAL ARCHIVING CONTRACT/PROPOSAL
Between
Laramie County and ArcaSearch Corporation

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and ArcaSearch Corporation, 22517 178th Ave., Suite D, Cold Spring, MN 56362 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Digital Archival Contract/Proposal for purposes of digitizing images and optimizing documents' viewing/searches within the Compass Research System using ArcaSearch processes, between COUNTY and CONTRACTOR (hereinafter the "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force until completed or terminated pursuant to the terms of the Agreement and this Addendum.

III. MODIFICATIONS

1. The Section entitled "Confidentiality", second ¶ is modified to include the following at the end:

"CONTRACTOR recognizes that the duties and obligations of COUNTY with respect to this Section may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. CONTRACTOR agrees that COUNTY shall not be held in breach or default of this Agreement in the event release of information related to this Agreement and its subject matter is released in accord with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. CONTRACTOR agrees and understands that in the event of a properly formatted public records request for copy of or a copy of the contents of this agreement, COUNTY will notify CONTRACTOR of any such request and shall inform the requesting individual or entity, that this material cannot be released as it constitutes a "trade secret" pursuant to the above-noted Wyoming Public Records Act. In the event that the requesting individual or entity seeks relief in a court of appropriate jurisdiction for this refusal, COUNTY agrees to appear through counsel in any proceedings, however, CONTRACTOR agrees that it bears the sole responsibility for demonstrating in any court or other forum

that the information designated as "trade secrets" is in fact confidential, and not subject to disclosure."

2. The Section entitled "Limitation of Liability" is excluded and of no further force or effect.

3. The Section entitled "Payment Terms" is modified to include the following:

"COUNTY shall pay CONTRACTOR an estimated project fee of one hundred eight thousand, seven hundred eighty seven dollars (\$108,787) for all the services performed pursuant to this Agreement. CONTRACTOR shall bill COUNTY by a properly executed invoice specifying services performed. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended)."

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services described in Proposal #04202017P1V4 attached hereto and fully incorporated herein.

V. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR the sums as reflected in Proposal #04202017P1V4. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

VI. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement and Addendum or of any cause of action arising out of the performance of this Agreement and Addendum.

3. Termination: This Agreement and Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement and Addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

4. Entire Agreement: The Agreement (Proposal #04202017P1VA) eight (8) pages and this Addendum (6 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

5. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

7. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement and Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

9. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were requested by CONTRACTOR or paid by COUNTY in connection with this Agreement and Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement and Addendum.

10. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act,

P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

12. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

15. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement and Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement and Addendum.

16. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement and Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty

shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement and Addendum in order to acquire similar services from another party.

18. Notices: All notices required and permitted under this Agreement and Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

19. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

20. Compliance with Law: COUNTY and CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO DIGITAL ARCHIVAL CONTRACT/PROPOSAL
Laramie County/ ArcaSearch Corporation

Signature page


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: ArcaSearch Corporation

By:  Date 1.17.18
Authorized Signature

This Addendum is effective the date of the last signature affixed to this page.

~~REVIEWED AND APPROVED AS TO FORM ONLY~~

By:  Date 1/17/18
Gladys Ayokosok, Deputy Laramie County Attorney