

KOFILE TECHNOLOGIES

July 25, 2016

Honorable Jennifer Lindenzweig
Hunt County Clerk
2507 Lee Street, 2nd Floor
Greenville, TX 75401

RE: Microfilm Vault Storage

Dear Hon. Jennifer Lindenzweig,

This proposal addresses the creation of security microfilm backups and annual media vault storage for the Hunt County Clerk's Office. Vault storage is available at Kofile's Dallas facility—in an archival Media Vault with climate and storage standards in accordance with the Texas State Library and Archives Commission recommendations.

Archival Microfilm Creation

Kofile provides the Best Value for this project. Kofile works closely with Eastman Park Micrographics, Inc. (EPM) formerly a division of Eastman Kodak Company, as our parent company affiliate owns and operates it. With Kofile, Hunt County has access to the world's foremost microfilm experts, leaders, technology, and machines. Kofile's history in providing services to government and meeting precise records management requirements is exceptional.

Kofile will create security back-ups on EPM's Archival LE 500 Silver Microfilm from the digitized and processed images. All microfilming procedures are archival quality and produced according to ANSI Standards. Images are scanned with the correct compression, no proprietary headers, and with the proper scaling.

Archival Storage

Kofile provides archival storage for microfilm, microfiche, and other data onsite at its facility at 6300 Cedar Springs Road, Dallas, TX 75235. The Kofile facility has a vault specifically designed for the storage of microfilm—see pictured below. It is protected by a Level 5 secure and fire resistant vault doors with at least a 4-Hour UL Rating of at least 350. This vault is regulated by an independent HVAC system which monitors humidity, temperature, and controls airborne particulate (monitored by analog loggers).



Kofile randomly performs spot tests to safeguard against contagious contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox. Acetate Base Film is separated from Polyester Base Film and stored in separate storage boxes as recommended by EPM to

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JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235
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eliminate contamination. Kofile can retrieve microfilm/data and transmit requested data. The customer owns the stored microfilm. Kofile will not sell or in any way distribute the microfilm/data.

Term of Agreement

The initial term of this Agreement shall commence on August 1, 2016, and shall continue until September 30, 2017. This agreement shall automatically renew for additional successive one (1) year terms unless either party hereto gives the other party written notice of its decision to terminate this agreement at the end of the then current term not less than thirty (30) days prior to the expiration of each one (1) year term.

Payment

The County agrees to pay Kofile's invoices in full within 30 days of the date of invoice. Any and all charges may be adjusted by Kofile after the initial term of this agreement upon ninety (90) days prior written notice to the County. The storage charges are calculated on the inventory listed herein which is being stored at the beginning of each one (1) year term under this Agreement. Any additional records for storage will be subject to additional service charges.

Ownership of County Records

All of the records shall remain the property of the Hunt County. The records shall not be used by Kofile other than in connection with providing the Services pursuant to this Agreement, or disclosed, sold, assigned, leased or otherwise provided to third parties by Kofile, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect. Kofile shall not destroy any Records.

Limitation of Liability

Kofile's liability, if any, to the County for any loss or damage to the stored data, regardless of the cause thereof, is expressly and solely limited to the actual cost of a new replacement item of the same type and quality as the lost or damaged item. Kofile will not be liable for incidental, special, consequential or any other type of damages, even if advised of the possibility of such damages. The limitation of Kofile's liability will apply regardless of the form of action whether in law or in equity, or whether in contract or in tort, including negligence. Kofile shall not be liable for any damages due to causes beyond its control including, but not limited to, acts of God.

Lien in Favor of Kofile

Kofile shall be entitled to all of the rights, benefits, and privileges by and under Section 7.209 of the Texas Business and Commerce Code. Kofile shall not be required to release and/or return to Customer any records in Kofile's possession until all amounts due Kofile by the County have been paid in full.

Notices

Any notices or communications required or permitted to be delivered hereunder must be in writing and deemed to be delivered upon deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to Kofile or the County, as the case may be.

Governing Law and Venue

This Agreement and the obligations and understanding of the parties hereunder will be determined to be performable in Dallas, Dallas County, Texas. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles. Any court action brought under this Agreement must be brought in Dallas County, Texas.

Termination for Convenience

The Hunt County Clerk may terminate storage services being performed by Kofile under this Agreement, in whole or in part, for convenience, by delivering to Kofile written notice of termination at least thirty (30) days in advance of the end of the then current term under the Agreement, specifying the extent of termination of storage services and the effective date. In such event, the County's liability for payment to Kofile shall be limited to the contract price for all services delivered to and accepted by the County prior to the effective date of termination of such services.

Savings

Should any term, provision, or obligation under this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all other remaining partial or whole provisions shall remain in full force and effect and shall not be affected, impaired, or invalidated.

Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.

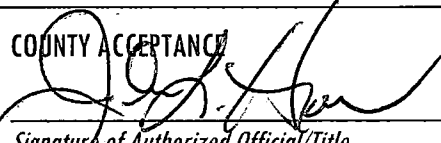
Project Price Quote

Pricing is available on an annual basis. Without a signed Agreement, pricing is good for 90 days from the date of this proposal.

HUNT COUNTY CLERK MICROFILM CREATION & VAULT STORAGE PRICE QUOTE		
LEVEL OF SERVICE	UNIT PRICE	ESTIMATED ANNUAL BILLING
Creation of 16 mm Archival Microfilm	\$0.05/Image	\$4,500.00-\$5,000.00
Annual Media Vault Storage	Included	

Standard Service:

- *Creation of 16 mm archival microfilm.*
- *Microfilm storage in Kofile's climate-controlled, archival Media Vault.*
- *There is no cost to remove the County's contents, but the County will need to provide transportation for the move.*

<p>COUNTY ACCEPTANCE</p> 		<p><i>Wes Milam</i></p>
<p>Signature of Authorized Official/Title</p>		<p>8-9-2016</p> <p>Date</p>

Please let me know if you have any questions.

Sincerely,

Wes Milam

Wes Milam
Account Manager

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