

THE STATE OF TEXAS

AWARD
IMAGING AND MICROFILM
COUNTY CLERK

COUNTY OF COLLIN

On **October 23, 2000**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

NOT PRESENT

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval to award the contract for Imaging and Microfilm of County Records (Contract No. 06109-00).

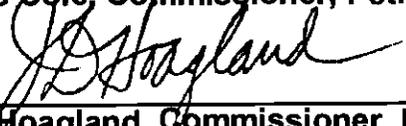
Thereupon, a motion was made, seconded and carried with a majority vote of the court approving to award the contract for Imaging and Microfilm of County Records, Contract No. 06109-00, with Governmental Record Services, Inc., further authorize Purchasing Agent to finalize agreement. This contract negotiated through the QISV process and satisfies the county's bidding requirements. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



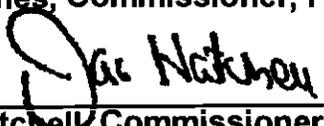
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2

NOT PRESENT

Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4



ATTEST:



Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

Imaging and Microfilming of Records

AGREEMENT NO. 06109-00

THIS AGREEMENT by and between Collin County and Governmental Record Services, Inc., (herein referred to as "GRS").

WHEREAS, Collin County desires to contract with GRS and GRS desires to contract with the County to provide imaging and microfilm services for the Collin County Clerk's Office upon the terms and conditions hereinafter set forth; and,

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with other as follows:

I. Term

This agreement shall be for the term of four (4) years and eleven (11) months, commencing on the 31st day of October 2000 and ending on the 30th day of September 2005 unless earlier terminated in accordance with the provisions of Section VII below.

II. Consideration

The consideration to be paid by Collin County to GRS during the term of this Agreement shall be based on the services to be provided pursuant to this Agreement.

A. YEAR ONE (1)

Collin County agrees to pay GRS \$2.77 per instrument up to 10,000 instruments per month. The per instrument cost is charge to land instruments only. All other instruments are at no charge. The maximum the County shall pay per month is twenty seven thousand seven hundred dollars (\$27,700.00). The charge to microfilm all real property is \$0.65 per document.

B. YEAR TWO (2)

Collin County agrees to pay GRS \$2.77 per instrument up to 10,000 instruments per month. The per instrument cost is charge to land instruments only. All other instruments are at no charge. The maximum the County shall pay per month is twenty seven thousand seven hundred dollars (\$27,700.00). The charge to microfilm all real property is \$0.65 per document

C. YEAR THREE (3)

Collin County agrees to pay GRS \$2.77 per instrument up to 11,000 instruments per month. The per instrument cost is charge to land instruments only. All other instruments are at no charge. The maximum the County shall pay per month is thirty thousand four hundred seventy dollars (\$30,470.00). The charge to microfilm all real property is \$0.65 per document

D. YEAR FOUR (4)

Collin County agrees to pay GRS \$2.77 per instrument up to 11,000 instruments per month. The per instrument cost is charge to land instruments only. All other instruments are at no charge. The maximum the County shall pay per month is thirty thousand four hundred seventy dollars (\$30,470.00). The charge to microfilm all real property is \$0.65 per document.

E. YEAR FIVE (5)

Collin County agrees to pay GRS \$2.77 per instrument up to 11,000 instruments per month. The per instrument cost is charge to land instruments only. All other instruments are at no charge. The maximum the County shall pay per month is thirty thousand four hundred seventy dollars (\$30,470.00). The charge to microfilm all real property is \$0.65 per document.

F. BILLING

GRS shall provide the County on or before the Fifteenth (15) day of each month a statement for services rendered. In accordance with V.T.C.A., Government Code, Title 10, Subtitle F., Chapter 2251, payment shall be made after receipt and acceptance by the County of all completed services ordered and of a valid invoice. All subcontractors shall be paid within ten (10) days after GRS receives payment from the County. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax. All statements for payment shall be submitted to:

Collin County Auditor's Office
Sixth Floor
Collin County Courthouse
210 S. McDonald, Suite 636
McKinney, Texas 75069

The invoices shall show:
Name and address of GRS;
Detailed breakdown of all charges for the services or products utilized stating applicable period of time;
Collin County Purchase Order Number.

III. SCOPE OF SERVICES

A. FILMING AND IMAGING DAILY RECORDS

GRS shall perform the following duties:

1. Install and maintain a high resolution, auto exposure 16mm microfilm camera
2. Microfilm all instruments (See Attachment A)

3. Develop and distribute film to County Court at Law Clerks, Collin County Probate, County Clerk, and any other location Collin County deems necessary
4. Convert all microfilm to digitized images
5. Prepare all digitized images to be loaded by Collin County on to the County's imaging system

TECHNICAL REQUIREMENTS:

A. MICROFILM

GRS shall provide one (1) 16mm microfilm camera, with easel and duplex capability for the use of the county to film documents in such a way as to be able to produce two-sided duplex prints from the resultant film record at full or reduced sizes as determined by the County Clerk. Camera shall be self contained with no external lamps which would interfere with or annoy other workers. Camera should fit into a work space 4' x 4" x 4'.

GRS shall provide one (1) person to operate microfilm camera and film documents

GRS shall provide all microfilm, print paper, mailers, equipment maintenance, targets, cans & spools, records binders and such miscellaneous supplies as needed for the microfilming and dispatch of current filings. Film shall be high resolution 16mm camera-type microfilm with anti-halation undercoat for daylight load capability.

The processed microfilm shall meet ANSI standards in regard to resolution, density, and residual thiosulfate (hypo residual). Methylene Blue tests shall be performed to provide assurance of archival microfilm processing on an on-going basis. State name of independent lab doing methylene blue tests and frequency of such tests. Furnish name and address of testing lab, phone number and contact name.

All instruments filed shall be certified on film in accordance with the applicable Texas State Statutes.

All microfilm shall also meet the following requirement.

1. The master 16 mm film and additional copies as determined by Collin County for Collin County use shall be developed and returned to Collin County for off site storage and duplication. Replacement of any damaged film will be at no charge.
2. The camera operator shall be experienced in the filming of County Clerk records.
3. The exposure of the original (master) film shall be done in accordance with General Accepted Industry Standards for highest quality microfilm.

4. GRS personnel shall be responsible for film created per the following format: start of reel, clean area at least one (1) foot, density target, resolution target, start of roll, record certification, first document, second document etc. End of reel, last document, record certification, end of roll, resolution target, density target, clean area at least one (1) foot.
5. It shall be the responsibility of GRS personnel to assure true and accurate (sequential volume and page) filming of the original instruments.
6. GRS personnel shall be responsible for arranging for the transportation of the exposed microfilm to GRS processing lab.
7. GRS shall process the master film in accordance with the film manufactures specification. It is required that the laboratory be certified by Kodak, under their lab monitoring program.
8. The processed microfilm shall be tested for the following:
Resolution - shall exceed 150 lines per MM
Density - shall be between .85 and less than 1.25

A monthly hypo residual test shall be run on a roll from Collin County. It shall meet or exceed ANSI standards. A report shall accompany each roll indicating specific standard reading for this roll.

9. The master film shall be produced from the original instrument filed at the County Clerk's office.
10. GRS shall also provide a 16MM master and a 16MM diazo duplicate (3M cartridge). This film shall be single level blipped for reference on Collin County's reader/printer equipment.
11. GRS shall be capable of performing all portions of the reproduction of these records in house without sub-contracting for these services.

D. COMPUTER INDEX SEARCHES

GRS shall provide a computer system or equivalent for the storage, search, retrieval, and printing of index data as provided by the system currently installed in the County Clerk's office.

The system shall provide the capability to search the index records by grantor name and grantee name for land records.

GRS shall establish procedures to insure new index records are loaded into this system within 48 hours from the time GRS receives information from the County Clerk.

E. INDEX SEARCH SOFTWARE

Provide user friendly, descriptive screen prompts. For example, date fields should be described in date format, help explanations available by field, decimal place positioning, etc.

No more than 48 hour turnaround on update to computer index.

F. SUPPLIES and MATERIALS

Upon completion of the contract supplies and materials shall become the property of Collin County.

G. OTHER DUTIES

1. GRS shall convert all images stored on optical platters to images on magnetic hard drive. The conversion shall be the responsibility of GRS with the storage media being the responsibility of Collin County. This project shall be completed by year-end 2001.
2. GRS shall load the index information on Collin County's system for the years February 14, 1974 through 1979. This data file consists of 165,473 records.
3. GRS shall digitize the images from microfilm for Collin County's system. These images shall be tied to the indexes provided by the County Clerk's office. Images shall be backed up with microfilm with security.
4. GRS shall continue supporting all software and hardware for the imaging system in the County Clerk's office. This includes training, installation, hardware/software support, and updates on an as needed basis.
5. GRS shall continue microfilming of Collin County's old records and other projects. The price shall be mutually agreed upon depending on the requirements of the individual job, i.e. preparation time, etc. The price is in addition to the per instrument cost.
6. GRS shall provide indexing services if Collin County notifies GRS that Collin County requires this service. The price shall be mutually agreed upon depending on the requirements of the individual job.
7. GRS shall develop and provide software for the imaging of County Court of Law cases. This software shall include indexing and image storing applications within each case, to include civil, criminal and probate. This shall be completed within six (6) months of the notification to proceed. The development of this software application shall not be considered complete until the County Clerk has signed off on the project.
8. GRS shall provide a software application for the marriage license application in the County Clerk's office.

9. GRS shall develop and provide software for Commissioners' Court Indexing commencing with the distribution of Commissioners Court packets internally to the indexing of the Commissioners' Court records using "word phrases". This application will provide a start-to-end solution for handling Commissioners Court agenda and budget request, court agenda, court packets and court minutes. The system will require a internet compatible interface to the users desktop and WEB hosting capability. The development of this software application shall not be considered complete until the County Clerk has signed off on the project.
10. GRS shall provide the capability, when available, for e-filing, WEB enablement, internet/intranet for e-government services with all GRS applications provided to Collin County.

IV. OWNERSHIP OF DATA AND MICROFILM

All data, in all forms, shall be under the sole ownership of Collin County. GRS shall provide evidence of a security design to ensure data is stored under a properly controlled atmosphere. Further, GRS shall not sell or otherwise make available copies of any document or data sent to GRS by Collin County, without the express written consent of the County Clerk.

All microfilm and/or images utilized in performing these services shall not be reproduced or otherwise duplicated except as provided in the executed contract or authorized in writing by the Collin County Clerk.

Collin County further acknowlegdes and agrees that Tyler Technologies, Inc., the parent company of GRS, or one of its affiliates may sell Collin County Records pursuant to the Texas Open Records Act; provided, however that Tyler Technologies, Inc. or its affiliate shall pay Collin County 10% of gross revenue from internet sales.

V. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

GRS shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of GRS, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this agreement. GRS shall pay any judgement with cost which may be obtained against Collin County growing out of such injury or damage.

VI. LIABILITY INSURANCE

GRS shall furnish Certificate(s) of Insurance in duplicate from GRS's insurance carrier(s) to Collin County, within ten (10) days of execution of this Agreement, certifying that policies of

insurance providing coverage in amounts equal to or greater than that listed below have been issued to GRS and are in force.

A. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$500,000 per occurrence. Coverage shall be written on an occurrence form.

B. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability insurance shall be no less than \$300,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

C. WORKERS COMPENSATION INSURANCE

Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits.

D. OTHER REQUIRED INFORMATION

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

All insurance policies shall be endorsed to the effect that Collin County shall receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following requirements:

A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to Collin County.

VII. TERMINATION OF AGREEMENT

This contract shall remain in effect until any of the following occurs: contract expires, delivery of products and/or completion of project, acceptance of services or terminated by either party with a thirty (30) days written notice prior to any cancellation and shall state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the vendor fails to: meet delivery or completion schedules, otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting vendor.

VIII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or alleged breach thereof that cannot be resolved short of litigation shall be submitted to arbitration, and any judgment or award or decision rendered thereby may be entered in any court having competent jurisdiction. At the written request of either party, the arbitration shall be governed by the commercial rules of the American Arbitration Association.

IX. MISCELLANEOUS

A. ASSIGNMENT:

This Agreement may not be assigned by GRS to any other corporation, entity, partnership, group, or individual, in whole or in part, without the expressed written consent of Collin County.

B. NOTICES:

All notices or other communications received or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid, on the date posted, and addressed to the appropriate party at the following addresses or such other address as may be given to the parties:

- (1) As to Collin County:
Purchasing Agent
Collin County Courthouse
314 S. Chestnut, Suite 120
McKinney, Texas 75069

- (2) As to GRS:
Government Records Services
H. Lynn Moore
2800 West Mockingbird Lane

Dallas, TX 75235

C. GOVERNING LAW:

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Texas.

D. CONFLICT OF INTEREST:

(1) No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

(2) GRS shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Collin County.

E. DRUG FREE WORKPLACE:

GRS shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, and Collin County Commissioners' Court Order No. 90-455-06-11, to its' employees and all subcontractors to insure that Collin County maintains a drug-free work place.

F. WAIVER OF BREACH:

A waiver by either party of a breach or violation of any provision of this Agreement shall not be operated or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

G. ENFORCEMENT:

In the event either party incur legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any arbitration or legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitations, reasonable attorneys fees.

H. SEVERABILITY:

In the event any provision of this Agreement is held to be unenforceable or void, in whole or part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof shall not effect the remainder of the Agreement which shall remain in full force and effect and enforcement in accordance with its terms.

I. GRS AS INDEPENDENT CONTRACTOR:

The parties to this Agreement both acknowledge that GRS is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner

to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

X. SIGNATURES

IN WITNESS WHEREOF the parties have set their hands and seals hereto on the dates indicated below.

COLLIN COUNTY, TEXAS

GOVERNMENT RECORD SERVICES

BY: Steve Mendelsohn, C.P.M.
PRINT NAME

BY: H. LYNN MOORE
PRINT NAME

BY: *Steve Mendelsohn*
SIGNATURE

BY: *[Handwritten Signature]*
SIGNATURE

TITLE: Purchasing Agent

TITLE: VP SALES

DATE: November 1, 2000

DATE: 10/31/2000

ATTACHMENT A

Land Department:

Abstract of Judgement
Affidavit
Appointment
Assumption Agreement
Bond
Continuation UCC
Deed
Easement
Federal Tax Release
FS Assignment
FS Partial Release
Homestead Designation
Life Estate
Mechanic Lien Contract
Miscellaneous
Notice
Partial Release
Plat
Promissory Notes
Partial Release NS UCC
Reinstate of Agreement
Resignation
Revocation
RL State Tax Lien
Terminate NS UCC
Waiver

Articles of Corporation
Agreement
Assignment
Bankruptcy
Certificate
Contract
Deed of Trust
Extension
Financing Statement
FS Continuation
FS Termination
Judgement
Lien
Mechanic Lien Affidavit
Modification
Non Standard Total Release.
Party Wall Designation
Power of Attorney
Partial Rel. State Lien
Partial Release Federal Tax Lien
Release
Resolution
Right of First Refusal
State Tax Lien
Terminate

Affidavit of Heirship
Amendment UCC
Assignment of NS UCC
Bill of Sale
Condominium
Declaration
Divorce
Federal Tax Lien
FS Amendment
FS Partial Assignment
FS Total Release
Lease
LIS Pendens
Memorandum
Non Standard FS
Oil & Gas
Permit
Probate
Partial Assignment NS USS
Ratification of Plat
Remove Appointment Trustee
Restrictions
Right of Way Deed
Subordination
Trust Agreement

Vital Department:

Assume Names
Commissioners Court Minutes
Death/Death Amendments/Fetal Death
 Financial Statements (Personal), Amendments, Assignments, Continuations, Partial Amendment, Partial
 Release, Termination
Marriage Records/Affidavit to Correct License/ Informal Marriage
Mental Commitments
Military Discharge
Official Bonds

Probate:

All probate records

County Court at Law Clerks:

All documents and files