SERVICE LEVEL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between PACIFIC COUNTY AUDITOR (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Service Level Agreement establishes the understanding for ARCHIVES to provide document preparation, scanning, and microfilming services. Specific work to be preformed shall be described in a separately approved Statement of Work (hereinafter "SOW"). Any additional SOWs shall be approved in writing.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) calendar days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days after receiving the finished work product will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. ARCHIVES have archival quality boxes with attached lids for purchase. ARCHIVES have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.

6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate for this work.
7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. This Agreement shall remain in effect until December 31, 2014.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER. Notwithstanding paragraph II above, the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement for changes made pursuant to this paragraph III.1.
2. ARCHIVES will send an itemized bill to the CUSTOMER not more than twice monthly, which includes work done in the prior two week period for imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment to the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed $30,000.00.** This amount can be increased by an amendment to this Agreement signed by both Parties.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

   Customer Contact Name: JoshSedy
   Pacific County Auditor
   3000 Memorial Drive
   PO Box 97
   South Bend, WA 98586
   Telephone Number: (360) 875-9318
   Fax Number: (360) 875-9333
   Email Address: ksedy@co.pacific.wa.us

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

   Terry Badger
   Deputy State Archivist
   Office of the Secretary of State
   Washington State Archives
   6340 Capitol Boulevard S.
   Olympia, WA 98504-0240
   Telephone: (360) 236-5082
   Fax Number: (360) 236-5096
   Email Address: terry.badger@sos.wa.gov

4. Notice shall become effective upon delivery in person, three (3) business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.

2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.

3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 6340 Capitol Boulevard S., Olympia, WA 98504.

4 Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.

   A. The request for a dispute hearing must:
      - be in writing;
      - state the disputed issues(s);
      - state the relative positions of the parties;
      - state the party's name, address, and contract number; and
      - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
      - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.

   B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.

   C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

   Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

5. This Agreement shall be construed and interpreted in accordance with the law of the state of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.

6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.

7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.

8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

PACIFIC COUNTY AUDITOR:	OFFICE OF THE SECRETARY OF STATE
_____ Date	_____ Date
County Auditor	State Archives

APPROVED AS TO FORM
Attorney General's Office

Approved as to Form:
David J. Burke
Pacific County Prosecutor

STATEMENT OF WORK NO. 1
FOR SERVICE LEVEL AGREEMENT NO. 825X-1313-1

This Statement of Work is made and entered into by and between the PACIFIC COUNTY AUDITOR (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Service Level Agreement No. 825X-1313.

CUSTOMER: **Pacific County Auditor**
300 Memorial Drive
PO Box 97
South Bend, WA 98586

	Customer	Archives
Contact:	**Josh Sedy**	**Terry Badger**
Title:	**Recording Clerk**	**Deputy State Archivist**
Telephone No.:	**360-875-9318**	**360-236-5082**
Email:	**jsedy@co.pacific.wa.us**	**terry.badger@sos.wa.gov**

I. *SPECIFIC SERVICE*

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. *PRICES*

Service	Unit	Unit Price
16mm Microfilm – TIFF Images to Microfilm	Per Image	0.03
16mm Microfilm (Roll Charge)	Per Roll	27.00
35mm Microfilm – TIFF Images to Microfilm	Per Image	0.15
35mm Microfilm (Roll Charge)	Per Roll	27.00
Film Duplication – Diazo	Per Roll	14.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	**# of Units**	**Total Unit Cost**
16mm Microfilm – TIFF Images to Microfilm	Per Image	
16mm Microfilm (Roll Charge)	Per Roll	
35mm Microfilm – TIFF Images to Microfilm	Per Image	
35mm Microfilm (Roll Charge)	Per Roll	
Film Duplication – Diazo	Per Roll	
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		
TOTAL AMOUNT NOT TO EXCEED		**3,000.00**

III. *CONTRACT PERIOD FOR STATEMENT OF WORK*

The date of execution, which is the date of the last signature, through December 31, 2014.

IV. *SERVICE DELIVERY*

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. *GENERAL TERMS AND CONDITIONS*

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. *AFFIRMATION OF AGREEMENT*

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Service Level Agreement No.825X-1200 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

PACIFIC COUNTY AUDITOR	OFFICE OF THE SECRETARY OF STATE
_____ Date	_____ Date
COUNTY AUDITOR	State Archives

APPROVED AS TO FORM
Attorney General's Office

Exhibit A

Approved as to form:
David T. Burke
Pacific County Prosecutor

Exhibit A
Statement of Work

The ARCHIVES shall:

Pickup & Delivery

- Pickup film with images to the following location:
  Attn: Josh Sedy
  Pacific County Auditor
  300 Memorial Drive
  South Bend, WA 98586

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and after completing 10% of the work. ARCHIVES will notify the customer of any cost adjustments required for document preparation, or scanning, which exceed the original estimate.

Archive Writer

- Perform digital image to microfilm conversion for previously scanned paper documents sized up to 11" by 17".
- Documents will appear on microfilm in indexed order if available, or in the order they were presented to Imaging Services if indexing is unavailable.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

Film Duplication

- Duplicate master onto Diazo film.

The CUSTOMER shall:

- Submit payment for completed work within 30 calendar days of invoice date.
- Provide first and secondary contacts for any questions during the project:
  - First contact:
    Name: Josh Sedy Phone: 360-875-9315 email: jsedy@co.pacific.wa.us
  - Secondary contact:
    Name: Scott Turnbull Phone: 360-875-9315 email: sturnbull@co.pacific.wa.us
- Ensure project is ready for processing prior to ARCHIVES picking it up.

Archive Writer

- Send single or multi-page image files to be converted to microfilm to ARCHIVES via secure FTP.
- Clearly label folders and containers as to their contents
- Name image files sequentially in the order they are to appear on the film
- Ensure previously scanned paper document are no larger than 11" by 17".
- Separate image files into subdirectories named by record series
- Prepare and send Archives transmittal document for subsequent microfilm at the time the digital images are uploaded to the FTP site with the following <u>required</u> information:
  - Record Series
  - Agency
  - County
  - Date Range
  - Disposition Authority Number (DAN)