

DIGITAL IMAGE ARCHIVING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **US IMAGING, INC.**, whose address is 400 S. Franklin St., Saginaw, MI 48607 (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, it has been determined by the Register of Deeds that there is a need to archive digital images to archival quality microfilm; and

WHEREAS, the Contractor has provided the Register of Deeds with a Proposal for archiving digital images to archival quality microfilm; and

WHEREAS, the County accepts the Contractor's offer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Agreement Term and Termination. This Agreement shall commence on the 1st day of **January, 2025**, and, unless terminated as authorized in this Agreement, the earliest date of termination shall be on the **31st day of December, 2027** with two options to renew this Agreement for another year, whereby if both options to renew are exercised, the date of termination shall be on the **31st day of December, 2029**.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) days prior written notice to the Contractor.

2. Scope of Services. The services the Contractor shall provide shall be as set forth in the attached Exhibit A (pages 4 and 5 of Contractor's Proposal dated April 24, 2025). The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof.

3. Compensation. It is expressly understood and agreed the total compensation the Contractor is to receive under this Agreement for the services performed shall not exceed FOUR THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$4,740.00) per year, for each year in the initial three year term from 2025 through 2027, with a total for that initial term not to exceed FOURTEEN THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$14,220.00). There shall be two options to renew this Agreement for an additional year, for both 2028 and

2029, and if the options to renew this contract are exercised, the amount the Contractor is to receive shall not exceed FIVE THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$5,520.00) each year from 2028 through 2029, for a combined total of not to exceed TWENTY-FIVE THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$25,260.00) for 2025 through 2029. The County shall pay the Contractor within thirty (30) days from the date of invoice.

In the event this Agreement is prematurely terminated as authorized in this Agreement, the Contractor shall be compensated pro rata, at the rates set forth in Exhibit A for services rendered up to the effective date of termination.

4. Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, genetic identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination. Breach of this Section shall be a material breach of this Agreement.

5. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

6. Insurance. The Contractor shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of the County.

7. Certification of Authority to Sign Agreement. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

US IMAGING, INC.

BY: _____
NATHAN BURD
COUNTY ADMINISTRATOR
Dated: _____

BY: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Dated: _____

APPROVED AS TO LEGAL FORM FOR
COUNTY OF LIVINGSTON ON 5/9/2025:

COHL, STOKER & TOSKEY, P.C.

BY: MATTIS D. NORDEFJORD (P69780)

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ESTIMATED FEES:

1/1/2025 - 12/31/2025

150,000 Images	@	6,000 Images per Roll	=	25 Rolls
150,000 Images	@	\$0.03 Per Image to Archive Silver Original	=	\$4,500.00
12 Shipments	@	\$20.00 Per Box, Microfilm Shipment	=	<u>\$240.00</u>

Estimated Investment, 2025 = \$4,740.00

1/1/2026 - 12/31/2026

150,000 Images	@	6,000 Images per Roll	=	25 Rolls
150,000 Images	@	\$0.03 Per Image to Archive Silver Original	=	\$4,500.00
12 Shipments	@	\$20.00 Per Box, Microfilm Shipment	=	<u>\$240.00</u>

Estimated Investment, 2026 = \$4,740.00

1/1/2027 - 12/31/2027

150,000 Images	@	6,000 Images per Roll	=	25 Rolls
150,000 Images	@	\$0.03 Per Image to Archive Silver Original	=	\$4,500.00
12 Shipments	@	\$20.00 Per Box, Microfilm Shipment	=	<u>\$240.00</u>

Estimated Investment, 2027 = \$4,740.00

1/1/2028 - 12/31/2028

150,000 Images	@	6,000 Images per Roll	=	25 Rolls
150,000 Images	@	\$0.035 Per Image to Archive Silver Original	=	\$5,250.00
12 Shipments	@	\$22.50 Per Box, Microfilm Shipment	=	<u>\$270.00</u>

Estimated Investment, 2028 = \$5,520.00

1/1/2029 - 12/31/2029

150,000 Images	@	6,000 Images per Roll	=	25 Rolls
150,000 Images	@	\$0.035 Per Image to Archive Silver Original	=	\$5,250.00
12 Shipments	@	\$22.50 Per Box, Microfilm Shipment	=	<u>\$270.00</u>

Estimated Investment, 2029 = \$5,520.00

Total Estimated Investment, 2025-2029 = \$25,260.00

INVESTMENT SUMMARY:

Image Archiving Year 1-3 (2025-2027) =	\$14,220.00
Image Archiving Year 4 (2028) – Optional =	\$ 5,520.00
Image Archiving Year 5 (2029) – Optional =	<u>\$ 5,520.00</u>

Total Estimated Investment = \$25,260.00

CONTRACT TERM:

The term of this agreement is three (3) years, covering the period of January 1, 2025, through December 31, 2027, with two 1-year renewal options through December 31, 2029. This agreement will automatically be renewed for the optional terms unless otherwise terminated.

This agreement is subject to termination for convenience and without penalty by either Party upon no less than thirty (30) days' written notice to the other party prior to the auto-renewal date.

PAYMENT TERMS:

In exchange for the products and services outlined in this proposal, Livingston County agrees to pay US Imaging, Inc. the total amount due within thirty (30) days from the date of the invoice. Any amounts outstanding will be assessed a finance charge of 1.5% per month on the unpaid balance. Discrepancies should be reported within fifteen (15) days of receipt.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued with each shipment.

All images are the exclusive property of the County. US Imaging will not reproduce or distribute Livingston County images to any other entity without the County's express permission.

Livingston County may designate acceptance of this proposal by signature of a duly authorized officer of the Company. Total costs for initial implementation and ongoing costs have been described herein.

Accepted by:

Brandon Denby
Register of Deeds
Livingston County
200 E. Grand River Avenue
Howell, MI 48843

Signature: _____

Date: _____

Accepted by:

Joshua Dosson
Northeast Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature:  _____

Date: April 24, 2025