

**CONTRACT MA-080-12012247
FOR
SCANNING, INDEXING AND IMAGING SERVICES**

THIS Contract MA-080-12012247 to provide Scanning, Indexing and Imaging Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Digital Archive Technology, LLC, with a place of business at 111 W. Ocean Blvd., Suite 1325, Long Beach, CA 90802 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into a Contract for Scanning, Indexing and Imaging Services; and,

WHEREAS, the County of Orange, County Executive Office has issued Regional Cooperative Agreement MA-017-12011862 (hereinafter referred to as "RCA"), now in effect; and,

WHEREAS, Contractor agrees to provide Scanning, Indexing and Imaging Services to the County in accordance with the terms, conditions, Scope of Work and pricing of the RCA, incorporated herein by this reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor will provide Scanning, Indexing and Imaging Services in accordance with RCA Contract MA-017-12011862 under a usage Contract.
2. **Term:** ~~The initial term of this~~ Contract shall ~~become~~ effective July 15, 2015 ~~upon execution of all required signatures~~ and shall continue through ~~May 6, 2013~~ May 6, 2016, unless otherwise terminated by County. This Contract may be renewed upon expiration of the initial term for ~~three (3) additional one-year periods~~ one (1) additional year period upon mutual agreement of both Parties, in accordance with the RCA. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.
3. **Compensation and Payment:** Contractor agrees to provide Scanning, Indexing and Imaging Services as set forth in Attachment A at the fixed rates specified in the RCA. Total compensation under this Contract shall not exceed ~~the total aggregate amount of \$477,000~~ \$429,000.
4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such

other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/Administrative Services
Attn: Carolyn Uribe
300 N Flower St.
Santa Ana, CA 92703
Phone: 714.667.9767
Email: carolyn.uribe@ocpw.ocgov.com

County: OC Public Works/OC Community Development
Attn: Yolanda Jordan
300 N Flower St.
Santa Ana, CA 92703
Phone: 714.667.8857
Email: yolanda.jordan@ocpw.ocgov.com

County: OC Public Works/OC Survey
Attn: Maria Abrogar
300 N Flower St.
Santa Ana, CA 92703
Phone: 714.967.0815
Email: maria.abrogar@ocpw.ocgov.com

County: OC Public Works/OC Flood
Attn: Michele Bartholomew
2301 N. Glassell St.
Orange, CA 92865
Phone: 714.955.0634
Email: michele.bartholomew@ocpw.ocgov.com


County: ~~OC Public Works/OC Operations & Maintenance~~
~~Attn: Nick Devroede~~
~~2301 N. Glassell St.~~
~~Orange, CA 92865~~
~~Phone: 714.955.0360~~
~~Email: nick.devroede@ocpw.ocgov.com~~


cc: OC Public Works/Procurement Services
Attn: ~~Eddie Perkins~~ Roy Aragon
300 N Flower St, Room 838
Santa Ana, CA 92703
Phone: 714.667.9635 9747
Email: ~~eddie.perkins~~ roy.aragon@ocpw.ocgov.com

Contractor: Digital Archive Technology, LLC
Attn: Lynn Ramsdell
111 W. Ocean Blvd., Suite 1325
Long Beach, CA 90802
Phone: 562.786.8500 Ext. 202
[Email: lynn@datiscans.com](mailto:lynn@datiscans.com)

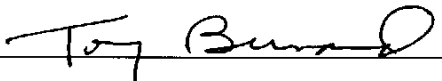
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date shown below their respective signatures.

DIGITAL ARCHIVE TECHNOLOGY, LLC*

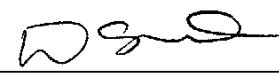
By 
Print Name Clay Ramsdell
Title Managing Member
Date 6/26/12

By 
Print Name Lynn Ramsdell
Title member
Date 6/26/12

COUNTY OF ORANGE
A political subdivision of the State of California

By 
Print Name TONY BERNARD
Title Manager, Facilities & Real Estate
Date 9.11.12

APPROVED AS TO FORM:
County Counsel

By 
Deputy
Date 7.11.12

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.