

**SERVICE LEVEL AGREEMENT
FOR
DOCUMENT PREPARATION AND IMAGING SERVICES**

THIS SERVICE LEVEL AGREEMENT (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 Agreement establishes the understanding for ARCHIVES to provide document preparation, scanning, and microfilming services as authorized by Chapter 40.14 RCW. Specific work to be performed is described in the Statement of Work (hereinafter "SOW") accompanying this Agreement and identified as Statement of Work No. 1. Any additional SOWs must be in writing and signed by CUSTOMER and ARCHIVES.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be converted. The SOW shall be attached and be made an integral part of this Agreement.
2. ARCHIVES shall meet or exceed the imaging specifications and standards established by the Washington Administrative Code. It is the responsibility of 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 CUSTOMER, ARCHIVES will replace the deficient work product at no extra charge to CUSTOMER. Any defects or errors communicated by CUSTOMER to ARCHIVES after thirty (30) calendar days after receiving the finished work product will incur additional costs.
3. Each SOW will include an estimated completion date as agreed upon by the parties, but **ARCHIVES shall not be liable for delays in providing services to CUSTOMER under this Agreement.**
4. All records must be delivered in boxes capable of holding the contents, preferably with a lid that is closed. Boxes that are damaged **will not be accepted**. For oversized documents, please contact ARCHIVES for transportation suggestions.
5. If microfilm is being created as part of the services indicated in the SOW, the Washington State Standards for the Production and Use of Microfilm requires certain information to be present on all microfilm. To ensure compliance with the standards, ARCHIVES will add pages as needed and charge a per page and project preparation rate for this work.

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, 2021.

2. CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice (via email, fax or other method) to ARCHIVES any time before the termination date. No amendment or other formal writing need be executed by CUSTOMER or ARCHIVES to render the extension effective.
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.

III. COMPENSATION

1. CUSTOMER will pay ARCHIVES for services provided under this Agreement at the rates set forth in the SOW, unless modified by ARCHIVES and accepted by CUSTOMER as provided in Section III.2 below.
2. 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 CUSTOMER. Changes in cost will be deemed accepted by CUSTOMER unless objected to in writing within fifteen (15) calendar days after notice of the change is given. CUSTOMER's timely objection will serve as notice to terminate this Agreement, such termination to be effective thirty (30) calendar days after the date of objection.
3. ARCHIVES will send an itemized bill to CUSTOMER not more than once a month for services provided in the previous month.
4. CUSTOMER shall make full payment by checks, journal voucher, or credit card within thirty (30) calendar days of receiving an invoice. 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 Service Level Agreement number.**
5. Total services under this Agreement shall **not exceed \$50,000.00**. 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 CUSTOMER shall be sent or delivered to:

Customer Contact Name: Peggy Smith
Pacific County Auditor
3000 Memorial Drive
PO Box 97
South Bend, WA 98586
Telephone Number: (360) 875-9318
Email Address: psmith@co.pacific.wa.us
3. Any notice from CUSTOMER sent to ARCHIVES shall be sent or delivered to:

Patrick Williams

Customer Service Manager
Office of the Secretary of State
Washington State Archives
1129 Washington Street SE
Olympia, WA 98504-0238
Telephone: (360) 586-0108
Email Address: patrick.williams@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 method is utilized.

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 service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 1129 Washington Street SE, Olympia, WA 98504.
3. Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and 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.

4. 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.
5. 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 acts and/or omissions of entities or individuals not a party to this agreement.
6. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
7. 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.
8. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

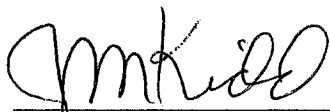
VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. Other than the SOW accompanying 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 the SOW, constitutes the entire Agreement between CUSTOMER and ARCHIVES.

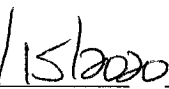
The parties have read and agree to the terms and conditions of this Agreement.

PACIFIC COUNTY AUDITOR:

OFFICE OF THE SECRETARY OF STATE



Auditor



Date

State Archives

Date

PACIFIC COUNTY COMMISSIONER:

Chairman of the Board Date

APPROVED AS TO FORM

Deputy Prosecuting Attorney Date

APPROVED AS TO FORM
Attorney General's Office

STATEMENT OF WORK NO. 1
SERVICE LEVEL AGREEMENT No. 825X-1488

This Statement of Work (this "SOW") 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 SOW is incorporated into and hereto made an integral part of Service Level Agreement 825X-1488 between CUSTOMER and ARCHIVES (the "Agreement").

CUSTOMER: Pacific County Auditor
 3000 Memorial Drive
 PO Box 97
 South Bend, WA 98586

	Customer	Archives
Contact:	Peggy Smith	Patrick Williams
Title:	Pacific County Auditor	Customer Service Manager
Telephone No.:	(360) 875-9318	360-586-0108
Email:	psmith@co.pacific.wa.us	patrick.williams@sos.wa.gov

I. FEE SCHEDULE

Service	Unit	Unit Price
16mm Microfilm – TIFF Images (Up to 11" x 17") to Microfilm	Per Image	0.03
35mm Microfilm – TIFF Images (oversize)	Per Image	0.15
35/16mm Microfilm (Roll Charge)	Per Roll	27.00
Microfilm Duplication – Diazo	Per Roll	25.00
All shipping or ferry prices will be charged cost + 30%		
Service	# of Units	Total Unit Cost
16mm Microfilm – TIFF Images (Up to 11" x 17") to Microfilm		
16mm Microfilm – TIFF Images (oversize)		
35/16mm Microfilm (Roll Charge)		
Microfilm Duplication – Diazo		
TOTAL ESTIMATE		\$5,000.00

All rates and charges listed above are subject to change in accordance with the terms and conditions of the Agreement.

The ARCHIVES shall:

Summary Statement

Create a microfilm form of digitized Daily Recordings not to exceed the contract amount without prior approval. No copy of the microfilm will be provided unless requested by CUSTOMER for an additional cost.

Project Management

Process with the following information:

- Record Series: Daily Recordings
- Agency: Pacific County Auditor
- Department: Recording
- County: Pacific
- Date Range:
- Disposition Authority Number (DAN): AU52-03B-01

Contact CUSTOMER 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 notify CUSTOMER of any cost adjustments required for document preparation which exceeds 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.

Digital to 35mm film

- Perform digital image to microfilm conversion for previously scanned paper documents.
- 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.

PACIFIC COUNTY AUDITOR:

OFFICE OF THE SECRETARY OF STATE

_____ Auditor	_____ Date	_____ State Archives	_____ Date
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