
WILLIAMSON COUNTY SERVICES CONTRACT

(US Imaging, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **US Imaging, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until February 29, 2024, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”** upon final completion of the services as determined by County.

The not-to-exceed amount under this Contract is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000

Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT

BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees,

agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Apr 11, 2023 16:59 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: Apr 11, 2023, 20

SERVICE PROVIDER:

US Imaging, Inc.

Name of Service Provider

[Signature]
Authorized Signature

Eric Nejedly
Printed Name

Date: 4/3/, 2023

EXHIBIT A

Proposal to:

Scan Probate Court Records

Presented to:

**Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626**

Presented by:

**US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.us-imaging.com**

Eric Nejedly
Western Account Manager
enejedly@us-imaging.com
(303) 319-9457

March 31, 2023



March 31, 2023

Nancy Rister
Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

US Imaging, Inc. is pleased to present this proposal to scan **Probate Records** for Williamson County. Our team will provide Williamson County with an unparalleled combination of county expertise, proven processes, and state-of-the-art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 47 years and have successfully served over 968 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3-Stage Process** – Our unique 3-stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we prefer to scan all original media on-site with 24/7 access. When this cannot be accomplished, we can securely transport the files to our local office for processing.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- **ImageXpress** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify** – 100% of the images are inspected for legibility, grouped together as documents and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 18" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- **ImageReview** – A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,

A handwritten signature in black ink that reads "Eric Nejedly".

Eric Nejedly
Western Account Manager
US Imaging, Inc.

400 S. Franklin Street • Saginaw, MI 48607
Phone: (989) 753-7933 • Fax: (800) 517-4293

Williamson County Requirements:

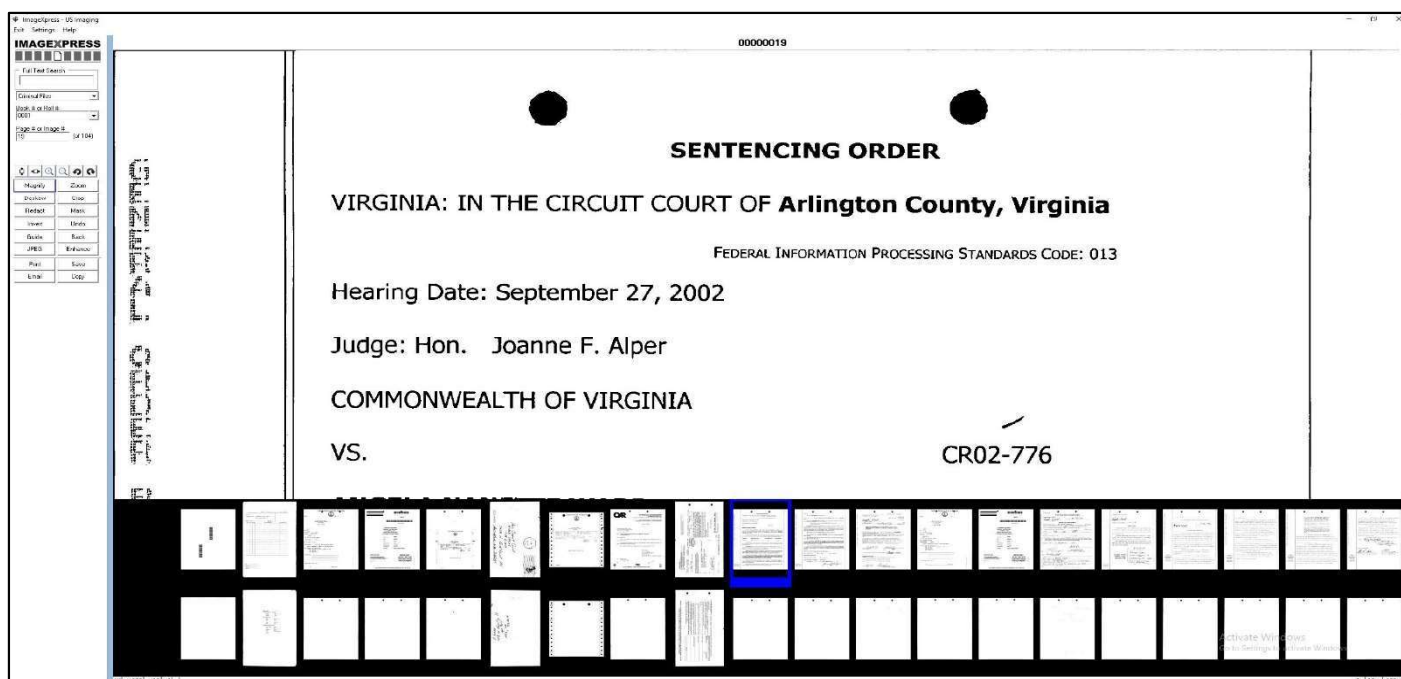
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into the *Odyssey System*.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

US Imaging Requirements:

Stage 1 – Capture & Pilot

- **Pack &Transport** – Our staff will pack files into archival quality storage boxes. These 15"x12"x10" double wall construction boxes are very durable and easy to set up. These boxes can store 12" of Legal-size files or 15" of Letter-size files. Each box will be identified by the first and last file within each box. Our experienced drivers will load the boxes into our locked trucks with GPS tracking and deliver the files directly to our facility in Saginaw, MI. If files have been stored in adverse conditions US Imaging will deploy bug and mold remediation techniques to ensure the quality of the files before they arrive at our facility.
- **Inventory** – US Imaging staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Document Preparation** – US Imaging will prepare the documents for scanning by removing staples & paper clips, mounting sticky notes on blank pages and unfolding tri-fold, quad-fold and crinkled pages. Pages will be placed in archival quality boxes post scan for future shipment to Kofile for document preservation services.
- **De-Preparation** – Optional refolding of pages can be performed at an hourly rate of \$40 per hour.
- **Paper Scanning** – Media up to 12" x 25" will be scanned front and back at 300dpi and saved as color JPEG images. Media larger than 12" x 25" will be scanned separately with a planetary scanner, media larger than 24" x 36" will be scanned on a wide format scanner. All images are inspected on a 27" portrait monitor during scanning to check for any overlapping or skewed pages. If an image appears to have a problem due to scanner settings or scanner error, it will be rescanned at no charge. All pages will be returned to their original folder post scan. The County will receive 100% of the color JPEG images, the front and back of all pages regardless of content, to have an exact digital backup of the physical file.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Case #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for additional processing and off-site backup.

- **ImageXpress** – We will provide a software utility called **ImageXpress** to allow the County to retrieve single page JPEG & TIFF images until final images from Stage 3 are completed and imported into the Document Management System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



Stage 2 – Crop, Inspect, Group, Index and Verify

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12"W x 18"H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified in the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- **Manually Group & Index** – During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Case # of the first page of each new document.
- **Double Group, Index & Verify (Optional)** – Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the

highest grouping and indexing accuracy possible.

- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and **ImageReview** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

	Book/Image	Issue	ok
1	1234/00000096.TIF	Dark	☒
2	1234/00000280.TIF	Dark	☒
3	1234/00000447.TIF	Dark	☒
4	1234/00000690.TIF	Light	☒
5	1234/00001011.TIF	Cut Off	☒
6	1234/00001013.TIF	Dark	☒

Total 6 images

RELEASE OF MORTGAGE

3807

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, ASSOCIATES FINANCIAL SERVICES COMPANY OF KENTUCKY, INC., a Kentucky corporation, does hereby release and discharge any interest which it has in a certain Real Estate Mortgage executed by Paul S. Henrich, Jr. and Diana L. Henrich the property described therein, said Real Estate Mortgage having been duly executed on 8/1/83, and recorded in the Office of the Clerk of the county of Warrick, State of Kentucky, in Mtg File #2 12787, Mortgage Record Book , Page , Instrument No. , and said Record Officer is hereby instructed to release and cancel said Real Estate Mortgage from his records.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized Group Director, attested by its Assistant Secretary and its notary's seal affixed this 28 day of April, 1987.

ATTEST:

Michael Matthews
Group Director

Cindy Tidwell
Assistant Secretary

Witness

Witness

RECORDED
MAY 12 5 11 AM '87
VICTOR STRAHLE
RECORDER OF
WARRICK COUNTY, IN.

ACKNOWLEDGMENT

State of Kentucky
County of Fayette

Before me, a Notary Public, this 28 day of April, 1987, personally appeared Associates Financial Services Corporation, by Michael Matthews, Group Director and Cindy Tidwell, Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

This instrument was prepared by dpa

Notary Public
State of Kentucky
Notary Public, Kentucky A0213

Stage 3 – Enhance

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Formatting** – We will format images and indexes for both microfilm archiving, to be accomplished under a separate contract, and importing into the County's imaging system.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored and US Imaging for off-site backup.

Before

IN WITNESS WHEREOF, W. B. Cariker Lumber Company, the BUYER,
has executed this agreement on this 27 day of April, 1958, at
VIL 220 MAR 201

WITNESSES: W. B. Cariker Lumber Company
By W. B. Cariker - owner

THE STATE OF TEXAS, }
COUNTY OF ORANGE, }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally
appeared H. J. L. Stark, known to me to be the person and officer whose
name is subscribed to the foregoing instrument as President of The Litcher and
Moore Lumber Company and acknowledged to me that he executed the same as the act and deed of said
Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of
May, 1958

Notary Public in and for Orange County, Texas.

THE STATE OF TEXAS, }
COUNTY OF Harris, }

BEFORE ME, A NOTARY PUBLIC in and for
on this day personally appeared
known to me to be the person and officer whose name is subscribed to the foregoing instrument as
and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes
and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

Notary Public in and for _____ County, Texas.

Filed for record the 15 day of May, A. D. 1958,
at 2:20 o'clock P.M., and duly recorded this the 22
day of May, A. D. 1958, at 8:45 o'clock A.M.
Sadie Stephens, Clerk
County Court, Orange County, Texas.
By Leticia Silberman Deputy.

After

IN WITNESS WHEREOF, W. B. Cariker Lumber Company, the BUYER,
has executed this agreement on this 27 day of April, 1958, at
VIL 220 MAR 201

WITNESSES: W. B. Cariker Lumber Company
By W. B. Cariker - owner

THE STATE OF TEXAS, }
COUNTY OF ORANGE, }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally
appeared H. J. L. Stark, known to me to be the person and officer whose
name is subscribed to the foregoing instrument as President of The Litcher and
Moore Lumber Company and acknowledged to me that he executed the same as the act and deed of said
Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of
May, 1958

Notary Public in and for Orange County, Texas.

THE STATE OF TEXAS, }
COUNTY OF Harris, }

BEFORE ME, A NOTARY PUBLIC in and for Harris County
on this day personally appeared W. B. Cariker
known to me to be the person and officer whose name is subscribed to the foregoing instrument as
and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes
and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of _____, 1958

Notary Public in and for Harris County, Texas.

Filed for record the 15 day of May, A. D. 1958,
at 2:20 o'clock P.M., and duly recorded this the 22
day of May, A. D. 1958, at 8:45 o'clock A.M.
Sadie Stephens, Clerk
County Court, Orange County, Texas.
By Leticia Silberman Deputy.

Project 1: Estimated Investment to Scan Probate Records at Round Rock Warehouse

Encapsulated (Probate Case #1-1455)

1,455 Files	@	40 Pages per Case File	=	58,200 Pages
58,200 Pages	@	45% Pages with Backsides	=	26,190 Backsides

Tri-Folds (Probate Case #2586-10850)

36 Drawers	@	15.7 Cabinets	=	564 Drawers
564 Drawers	@	8 Inches per Drawer	=	4,512 Inches
4,512 Inches	@	65 Tri-Folded Pages per Inch	=	293,280 Pages
293,280 Pages	@	45% Pages with Backsides	=	131,976 Backsides
517,911 Images	@	20% Poor Quality Images	=	103,583 Poor Images
84,390 Images	@	600 Encapsulated Images Scanned per Hour per Staff	=	141 Hours
293,280 Pages	@	125 Pages Prepped & Scanned per Hour per Staff	=	2,347 Hours
2,488 Hours	@	22 Hours per Day with 24/7 Access in Round Rock, TX	=	114 Days
4,512 Inches	@	12 Inches per Archival Quality Box (15"x12"x10") ¹	=	376 Boxes
517,911 Images	@	400 Images per Gigabyte for Color/Grayscale JPEG Format	=	1,295 GB for JPEG's
517,911 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	130 GB for TIFF's

Stage 1

114 Days	@	\$400.00 Per Day On-Site with 24/7 Access in Round Rock, TX	=	\$45,600.00
84,390 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Encapsulated)	=	\$16,878.00
8,265 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Envelopes)	=	\$1,653.00
425,256 Images	@	\$0.20 Per Image to Scan 300dpi JPEG (Tri-Folds)	=	\$85,051.20 63%
517,911 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	<u>\$5,179.11</u> \$154,361.31

Stage 2

517,911 Images	@	\$0.025 Per Image to Remove Excess Borders	=	\$12,947.78
517,911 Images	@	\$0.025 Per TIFF to Single Inspect & Report to 98% Quality	=	\$12,947.78
517,911 Images	@	\$0.025 Per TIFF to Double Inspect & Report to 100% Quality	=	<u>\$12,947.78</u>
517,911 Images	@	\$0.025 Per TIFF to Single Group & Index to 98% Accuracy ²	=	\$12,947.78 26%
517,911 Images	@	\$0.025 Per TIFF to Double Group & Index to 100% Accuracy ²	=	<u>\$12,947.78</u> \$64,738.88

Stage 3

103,583 Images	@	\$0.25 Per TIFF to Enhance & Replace Poor Quality	=	\$25,895.75
2 Drives	@	\$200.00 Per USB Hard Drive, Copying & Backup	=	\$400.00 11%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u> \$26,340.75

Total Investment **\$245,440.94**

¹In lieu of refolding pages post scan, USI staff will pack the records in boxes for Kofile Preservation.

²Group & Index by Case #

NOTE: Some Case Files are being preserved by Kofile and are not physically available for scanning at this time.

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment. **Final Images will be delivered to the County no later than September 30, 2023. The County has a do not exceed budget of \$275,000; any case files that exceed this budget amount will be held for processing in FY2024. US Imaging will process the encapsulated files first, then work from Case #10850 backwards until the entire budget is utilized.**

All hard drives, images, and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Williamson County images and/or indexes to any other entity without the County's express permission.

US Imaging, Inc. has aligned itemized pricing to the services presented to Harris County through Contract/Project ID 170041. The current term of the contract between US Imaging and Harris County is valid through February 29, 2024.

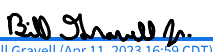
Williamson County may designate acceptance of this proposal by the signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Williamson County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

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.

Accepted by:

Authorized County Representative
Williamson County
405 Martin Luther King Street
Georgetown, TX 78626

Signature: 
Bill Gravell (Apr 11, 2023 16:59 CDT)

Date: Apr 11, 2023

Accepted by:

Eric Nejedly
Western Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature: 

Date: March 31, 2023

Please Check the Approved Project:

☐ Project 1: Scan Probate Court Records =

\$245,440.94