SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.14
(ID # 29445)
MEETING DATE:
Tuesday, December 09, 2025

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR COUNTY-CLERK: Approval of the Professional Service Agreement for Microfilm and Custom Imaging Services with Kofile Technologies, Inc., leveraging the OMNIA Partners National Cooperative Contract No. R231003 through June 30, 2027, with the option to renew annually through June 30, 2029 for a total contract aggregate amount of $1,600,000. [Total Cost $1,600,000; up to $160,000 for future unforeseen service requirements; 100% - Department Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement for Microfilm and Custom Imaging Services with Kofile Technologies, Inc., leveraging the OMNIA Partners National Cooperative Contract No. R231003 through June 30, 2027, with the option to renew annually through June 30, 2029, for a total contract aggregate amount of $1,600,000, authorize the Chair of the Board to execute the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the options of the Agreement including modifications to the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the total amount of $160,000 through June 30, 2029; and
3. Direct the Purchasing Agent to issue Purchase Orders to Kofile Technologies, Inc. for required goods/services that do not exceed the BOS approved total contract amount for the term of the Agreement.

ACTION:Policy

Melissa Garcia 11/25/2025
Melissa Garcia

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	December 9, 2025
xc:	ACR

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$930,000	$223,334	$1,600,000	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 100% - Department Funds			**Budget Adjustment:** No	
			For Fiscal Year: 25/26 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County's recorded and filed documents are permanent records. State of California (Government Code Section 26205.5) charges the Recorder for maintaining all recordation as permanent records.

To meet long-term preservation standards, these records are stored on 16mm silver microfilm, which is the preferred archival medium. To achieve the required 500-year life expectancy for the film, the Assessor-County Clerk-Recorder (ACR) must outsource the microfilming process. Kofile Technologies, Inc. has been selected to provide these services, converting the ACR's Official and Vital Records from electronic format to 16mm microfilm. They utilize the Brown Toning process, which enhances the film's durability and protects it from contamination an essential step to prevent degradation over time.

Kofile Technologies also performs thorough image validation to ensure each image transferred to microfilm is complete, correctly sized, and meets proper scanning resolution and formatting standards. This quality control helps the County avoid the added expense of reprocessing images due to errors.

In order to ensure continued public access to official land ownership records and to bring the County into compliance with the requirements of California Assembly Bill 1466 (AB 1466), this service will digitize official land records from 1893 to 1931, along with the creation of associated searchable indices. This action supports the County's commitment to transparency, accessibility, and compliance with AB 1466, which mandates the identification and redaction of unlawful restrictive covenants in property records and encourages broader access to official land documents.

With extensive experience in microfilm and imaging conversion, Kofile Technologies, Inc. has been a long-standing service provider to the ACR. Their processes adhere to the standards set by the American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM).

Impact on Residents and Businesses

In accordance with the State of California Government Code Sections 27230 et seq., the ACR is required to prepare a timely index of various documents submitted for recording or filing. To comply with these requirements and support both current and future information management strategies, the County utilizes a range of document conversion and duplication services.

Outsourcing these services allows the County to reduce costs associated with purchasing equipment, ongoing maintenance, and technical support. Additionally, it eliminates the need to handle or store hazardous materials on-site, further enhancing safety and operational efficiency.

Additional Fiscal Information

The total aggregate amount of the Agreement is $1,600,000. $800,000 would be for the microfilming services and the remaining $800,000 would be for the custom imaging services. While the cost for microfilming is primarily calculated on a per-image basis, the annual expense may rise if recording volumes increase. Therefore, the ACR has requested authorization to amend the compensation by up to 10% of the total Agreement amount to accommodate potential increases in recording activity. Revenue for these services is derived from fees charged to the public for document recordings.

	Microfilm Services	Custom Imaging Services
FY 25/26 – December 2025 – June 2026	$200,000	$730,000
FY 26/27 – July 2026 – June 2027	$200,000	$23,334
Optional Years		
FY 27/28 – July 2027 – June 2028	$200,000	$23,333
FY 28/29 – July 2028 – June 2029	$200,000	$23,333
Total Cost for Microfilm and Custom Imaging Services	**$1,600,000**	
Not to exceed total amount for unforeseen service requirements	$160,000	
Total Cost	**$1,760,000**	

Contract History and Price Reasonableness

The ACR is utilizing the OMNIA Partners National Cooperative Contract. On November 23, 2023, Region 4 Education Service Center (ESC) issued a Request for Proposals (RFP No. 23-10) for Digital Solutions and Records Management. Based on the proposal submitted, Kofile Technologies, Inc. was awarded a three-year contract for digital solutions on June 25, 2024. Kofile is extending the ACR the same pricing offered to other counties for comparable services.

ATTACHMENT:

ATTACHMENT A: Professional Services Agreement for Microfilming and Custom Imaging Services between County of Riverside and Kofile Technologies, Inc.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 11/26/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 12/1/2025

PROFESSIONAL SERVICE AGREEMENT

for

MICROFILMING AND CUSTOM IMAGING SERVICES

between

COUNTY OF RIVERSIDE

and

KOFILE TECHNOLOGIES, INC.

DEC 0 9 2025
3.14

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This Agreement, made and entered into by and between Kofile Technologies, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, on behalf of its Assessor-County Clerk-Recorder a political subdivision of the State of California, (herein referred to as "COUNTY").

RECITALS

This Agreement is made as a cooperative purchase under the Omnia administered Region 4 ESC - TX Contract No. R231003 ("OMNIA Agreement") and subject to the terms of the OMNIA Agreement .

Region 4 Education Services Center issued RFP 23-10 on September 8, 2023, to establish a national cooperative contract for Digital Solutions and Records Management.

Region 4 ESC, as the Principal Procurement Agency, defined in OMNIA Partners Exhibits, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

The OMNIA Agreement was the product of a competitive bid process, which satisfies the COUNTY's competitive bidding requirements.

County desires to have the CONTRACTOR furnish the same goods and/or services set forth in the OMNIA Agreement to COUNTY at the prices set forth in the Omnia Contract.

In the event there is a conflict between the terms of this Agreement or its exhibits and the OMNIA Agreement, this Agreement and its exhibits will control.

The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A and B, Scope of Services, the prices stated in Exhibit A-1, and Exhibit B-1, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2027, with the option to renew for up to two (2) additional one-year periods through June 30, 2029, unless terminated earlier. The parties will enter into an amendment to memorialize the County's exercising of the option(s). The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibits A-1 and B-1, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eight hundred thousand ($800,000) dollars for Microfilm Services and shall not exceed eight hundred thousand ($800,000) dollars for Custom Imaging Services for a total contract amount of one million six hundred thousand ($1,600,000) dollars as defined in the period of performance, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibits A-1 and B-1, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity for services of same, volume, frequency, and requirements) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall

not exceed the Consumer Price Index- All Items - Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Assessor-County Clerk-Recorder
Attn: Mike Brown/Josie Cortez
2724 Gateway Dr.
Riverside, CA 92507

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ASARC-91568-001-06/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall

immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY. CONTRACTOR may, upon five (5) days' written notice, terminate this Agreement for County's failure to pay any undisputed fees owing for more than ninety (90) days,

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement. If notice of termination includes a transition close-out period, CONTRACTOR shall:

a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and

b) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and

c) Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities pursuant to Section 3.4; and

d) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication

and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are determined by County within two (2) years of delivery not to be conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has

performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to other Riverside County Departments, related entities, or districts (i.e., flood control district, parks, etc.) with similar volumes, frequency, and requirements. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following

termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	**CONTRACTOR**
ASSESSOR – COUNTY CLERK - RECORDER	Kofile Technologies
Attn: Procurement	Attn: Legal department
PO BOX 751	6300 Cedar Springs Rd.

RIVERSIDE, CA 92502

Dallas, TC 75235

With copy to: Legal@Kofile.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification and Limitation of Liability

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement caused by the willful misconduct or negligent acts or omissions of CONTRACTOR, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 CONTRACTOR acknowledges that a breach of any of the promises or agreements contained within Section 16 and Exhibit A "Scope of Services" may result in irreparable and continuing damage to the COUNTY for which there will be no adequate remedy at law. COUNTY shall be entitled to seek injunctive relief and/or a decree for specific performance for such breach, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond. Section 11, "Disputes", does not apply to this specific clause.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.15 Pursuant to California Corporations Code Section 313, provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
V. Manuel Perez
Chair, Board of Supervisors

Dated: DEC 0 9 2025

KOFILE TECHNOLOGIES, INC., a Delaware Corporation

By: _____
Name: Dick Surdykowski, Jr.
Title: Chief Revenue Officer

Dated: 11/19/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Ryan D. Yabko
Deputy County Counsel

DEC 0 9 2025 3.14

EXHIBIT A
MICROFILM SCOPE OF WORK

1. CONTRACTOR REQUIREMENTS

1.1. CONTRACTOR shall utilize an Archive Writer (or similar) to create microfilm.

1.2. CONTRACTOR shall create and process the microfilm in-house. Sub-contractors shall not be permitted.

1.3. CONTRACTOR shall create Microfilm from digitized records.

1.3.1. Upon receipt of notification from the COUNTY, CONTRACTOR shall retrieve the document images from the County File Transfer Protocol (FTP) site.

1.3.2. All Microfilm will be created to current industry best practices and consistent with past deliverables to County.

1.3.3. CONTRACTOR shall create two masters in silver halide, Diazo upon request. Microfilm availability is dependent on market supply. Fulfillment of microfilm orders is contingent upon format availability; if the requested format becomes unavailable or commercially unfeasible, Kofile will communicate with County to discuss alternate formats. In the event alternative formats are unmailable or unavailable to County, County shall have the right to terminate the purchase order and/or receive a refund of moneys pre-paid for Microfilm Services.

1.4. CONTRACTOR shall microfilm **Official Record** images including:

1.4.1. image type (TIFF)

1.4.2. film roll length = 16mm x 215'

1.4.3. reduction = 29:1

1.4.4. page orientation = comic

1.4.5. blipping scheme = 2 level

1.4.6. labels = include recording date and start and end document number

1.4.7. frame annotation = standard Kodak

1.4.8. negative polarity

1.5. CONTRACTOR shall microfilm **Vital Records** (Birth, Death, Marriage, Conf. Marriage) images including:

1.5.1. Image type (TIFF)

1.5.2. Film roll length = 16mm x 215'

1.5.3. Reduction = 24:1

1.5.4. Page orientation = comic

1.5.5. Blipping scheme = 2 level

1.5.6. Labels = include recording date and state and end document number

1.5.7. Frame annotation = standard Kodak

1.5.8. Negative polarity

1.5.9. Image address = 6 digits (000001)

1.6. CONTRACTOR shall microfilm **Grantor/Grantee Index** PDF report including:

1.6.1. image type (TIFF)

1.6.2. film roll length = 16mm x 215'

1.6.3. reduction = 32:1

1.6.4. page orientation = cine

1.6.5. blipping scheme = 2 level

1.6.6. labels = include recording date and start and end document number

1.6.7. frame annotation = standard Kodak

1.7. CONTRACTOR shall microfilm **Maps** images including:

1.7.1. image type (TIFF)

1.7.2. film roll length = 35mm x 100'

1.7.3. reduction = 12:1 to 26:1

1.7.4. page orientation = comic

1.7.5. blipping scheme = 2 level

1.7.6. labels = include recording date and start and end document number

1.7.7. frame annotation = standard Kodak

1.7.8. negative polarity

1.7.9. film encoding

1.8. CONTRACTOR shall include certification at the beginning and end of the film that states the information is true and correct. Certification shall include the following:

1.8.1. Name: County of Riverside

1.8.2. Document Type: Official Records/Birth/Death/Marriage/Conf Marriage, etc.

1.8.3. Recording Date(s)

1.8.4. Start Document Number

1.8.5. End Document Number

1.9. CONTRACTOR shall check, and notify the County (as appropriate), the image file to determine:

1.9.1. All the document numbers are accounted for and are in sequential order

1.9.2. All the pages for each document are present

1.9.3. All the pages meet a minimum length (e.g. validates if a page was cut short)

1.10. CONTRACTOR shall correct any anomalies found. If they are unable to correct the issue, CONTRACTOR shall notify COUNTY immediately.

1.11. CONTRACTOR must provide to COUNTY documentation that proofing and quality control was completed to ensure high quality images on the master and duplicate microforms;

1.12. CONTRACTOR shall process and perform quality control checks of the film utilizing standards consistent with t Kodak Info Guard lab program standards.

1.13. CONTRACTOR shall process microfilm using Brown Toner.

1.14. CONTRACTOR shall visually inspect, and correct as needed, the film to ensure the clarity, contrast, frame spacing, blip placement and title targets are correct and within specifications.

1.15. CONTRACTOR shall utilize 16mm microfilm boxed in accordance with ISO standards for a life expectancy of 500 years.

1.16. CONTRACTOR shall perform Methylene Blue tests to ensure compliance with ISO standards for residual thiosulfate content and supply the COUNTY with a copy of the Certificate of Findings if requested.

1.17. CONTRACTOR shall deliver film in labeled containers that meet ISO media standards. The labels will contain the document number range and date of recordation.

1.17.1. Title example:

1.17.1.1. Riverside County Recorder: Official Records

1.17.1.2. Riverside County Recorder: Birth Certificates

1.17.1.3. Riverside County Recorder: Death Certificates

1.17.1.4. Riverside County Recorder: Marriage

1.17.1.5. Riverside County Recorder: Conf. Marriage

1.17.1.6. Riverside County Recorder: General Index – Grantor

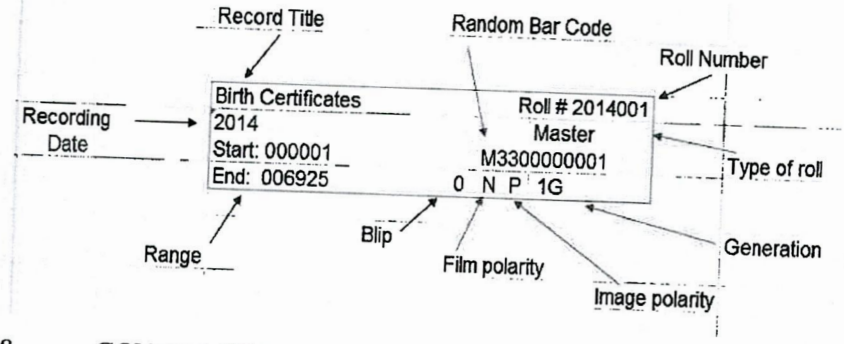
1.17.1.7. Riverside County Recorder: General Index – Grantee

1.17.2. Dates of recording

1.17.3. Roll number

1.17.4. File type, example: master or intermediate

1.17.5. Barcode and Number



1.18. CONTRACTOR shall include a packing slip with the following information:

1.18.1. Roll number

1.18.2. Recording start date

1.18.3. Recording end date

1.18.4. Document start number

1.18.5. Document end number

1.18.6. Number of images

2. MICROFILM DELIVERABLE AND COMPLETION TIME

2.1. Upon receipt of the file transmission from the COUNTY, for volumes equal or less than the ninety (90) day average daily volume, CONTRACTOR shall complete the microfilm processing within one business day, for physical receipt of the microfilm at the COUNTY within two business days. For volumes in excess of the average, delivery timelines will be as mutually agreed upon by the parties.

2.2. CONTRACTOR shall ship the film within a moisture barrier enclosure to the COUNTY daily utilizing a mutually agreeable shipping vendor.

2.3. CONTRACTOR shall utilize tracking function provided by the shipping vendor.

2.4. Shipment shall be made by CONTRACTOR so that the COUNTY receives it within one business day.

3. SECURE FILE TRANSFER PROTOCOL REQUIREMENTS

3.1. CONTRACTOR's SFTP server will be used as the primary server for file exchange.

3.2. An email notification will be sent to the CONTRACTOR indicating that the files (transmission) have been placed on the CONTRACTOR's SFTP site and are ready for retrieval.

3.3. CONTRACTOR shall remove the documents from the SFTP site and maintain an archival copy for 30 days after successful download or until notified.

3.4. CONTRACTOR shall utilize the files provided above to create film as specified above that consists of the Official Record Images, Vital Records, General Index (Grantee or Grantor).

3.5. CONTRACTOR shall verify, and notify COUNTY (as appropriate), the image file to determine:

3.5.1. All document numbers are accounted for and are in sequential order.

3.5.2. All pages for each document are present.

3.5.3. All pages meet minimum length (validation of pages cut short).

4. SITE VISITS

4.1. CONTRACTOR shall allow site visits by the COUNTY to observe the entire conversion process.

5. EMPLOYEE BACKGROUND CHECKS

5.1. CONTRACTOR shall obtain and maintain Employee Background checks of all its employees showing proof of no felony status.

5.2. Background checks shall be similar to the COUNTY live-scan requirements which include a state and county criminal records check for each state/county where the person has resided in the past seven years.

6. CONFIDENTIALITY

6.1. CONTRACTOR shall ensure all staff maintain confidentiality of all COUNTY information and the records submitted.

6.2. At no time shall the information be discussed or divulged to anyone outside CONTRACTOR's organization.

EXHIBIT A-1
MICROFILM PAYMENT PROVISIONS

The following rates for deliverables will be applied for services requested by COUNTY pursuant to Exhibit A of the Agreement:

Riverside County Clerk-Recorder | CA				
Project Overview - Pricing				
DAILY MICROFILMING				
Record Series	**UOM**	**Quantity**	**Level of Service**	**Per Unit Price**
16mm x 215' Silver 1st Set	Per Image		Digital Image to Film	$0.026
16mm x 215' Silver 2nd Set	Per Image		Digital Image to Film	$0.016
35mm per image	Per Image		Digital Image to Film	$0.45
16mm x 100' Silver Duplicate	Per Roll		Custom Film Service	$61.64
35mm x 100' Silver Duplicate	Per Roll		Custom Film Service	$93.31

EXHIBIT B
CUSTOM IMAGING SCOPE OF WORK

Contractor Requirements

1. CUSTOM IMAGING
   - Images will be created at 300dpi for documents up to 8.5" x 14". Documents larger than 8.5" x 14" will be created at 600dpi.
   - Images provided will utilize TIFF compression.
   - Documents will be imaged in full with all corners and edges visible.
   - Images will be properly oriented for reading.
   - Identified defects to these requirements will be corrected at no cost to the County.
   - When multiple documents exist on a single page, images will be split so each document is viewable individually. Split images shall maintain the original aspect ratio.
   - Book/Page may be appended to the bottom of images at the County's request at no additional cost.
   - Images will be submitted to the County's SFTP site as a multi-page TIFF image per document, compatible with the County's ERM system.
   - For Deed, Mining, Misc, and OR books The following fields will be captured and provided to the County for each document for search purposes:
     - Unique ID
     - Volume
     - Page
     - Document number, up to 8 digits, located on first page of a document
     - Document Title, from County supplied list of up to 25 valid titles
     - Document Date, creation data located on first page of a document
     - Grantors and Grantees, assumed to average no more than 3 Grantees and 3 Grantors over the documents covered in this SOW.
     - Number of pages/images the document contains.

In the event County does not or cannot accept delivery of original or restored records within thirty (30) days of notice from CONTRACTOR of its intent to deliver, CONTRACTOR has the right, but not the obligation to store Customer records. COUNTY agrees to pay a monthly storage fee beginning after the expiration of the 30 day period. CONTRACTOR will provide COUNTY access to records in storage, under this provision, subject to a document retrieval fee as set forth in Exhibit B-1.

2. SITE VISITS

   2.1. CONTRACTOR shall allow site visits by the COUNTY to observe the imaging process.

3. EMPLOYEE BACKGROUND CHECKS

   3.1. CONTRACTOR shall obtain and maintain Employee Background checks of all its employees showing proof of no felony status.

   3.2. Background checks shall be similar to the COUNTY live-scan requirements which include a state and county criminal records check for each state/county where the person has resided in the past seven years.

4. CONFIDENTIALITY

4.1. CONTRACTOR shall ensure all staff maintain confidentiality of all COUNTY information and the records submitted.

4.2. At no time shall the information be discussed or divulged to anyone outside CONTRACTOR's organization except as required to perform the Services.

5. SHIPPING AND TRACKING

5.1. CONTRACTOR shall ensure and confirm receipt of all shipped documents and condition upon arrival and report any discrepancies/damages to the ACR.

5.2. CONTRACTOR shall return all documents to the ACR in the same condition as received.

5.3. If delivery is made through Kofile:

5.3.1. Must have online point-to-point tracking

5.3.2. Must be Same-day or Next-day delivery

5.3.3. Each package must be insurance for the full value of the package.

5.4. If delivery is by CONTRACTOR's vehicle:

5.4.1. Must be secured, climate-controlled compartment ($\leq$70°F $\pm$5°F)

5.4.2. Must have a separate storage compartment from driver

5.4.3. Must always have locked storage until arrival

5.4.4. Point-to-point tracking log signed at pickup and delivery.

5.5. An itemized packing list or manifest must accompany each shipment.

5.6. CONTRACTOR must provide tracking information for each shipment delivery other than Kofile.

5.7. Electronic delivery of converted images is permitted if mutually agreed.

5.8. CONTRACT shall pay all shipping cost.

6. STORAGE AND HANDLING

6.1. Contractor shall detail storage locations and environmental conditions when documents are not in use.

6.2. All equipment used for digitization must not damage originals.

6.3. Documents must be stored in an environment $\leq$70°F $\pm$5°F.

6.4. Cotton gloves must be worn when handling materials.

6.5. Contractor must immediately notify County if any documents are damaged.

6.6. Documents must be protected from contaminants such as smoke, exhaust fumes, or chemicals.

6.7. Contractor shall destroy digitized images as directed by ACR and describe destruction methods.

7. DELIVERABLES AND TIMELINE

7.1. Digitized images of all records.

7.2. Indexed, searchable database.

7.3. Reporting on all converted records and indices.

7.4. The target date for Kofile to start the Custom Image efforts under this Exhibit B is in December 2025, resulting in a target completion date in June of 2026. In the event the target start date is delayed, the target completion date will adjust accordingly.

EXHIBIT B-1
CUSTOM IMAGING PAYMENT PROVISIONS

The following rates for deliverables will be applied for services requested by COUNTY pursuant to Exhibit B of the Agreement:

Riverside County Clerk-Recorder | CA				
Project Overview - Estimated Volumes and Pricing				
DIGITIZATION PROJECT				
Record Series	**UOM**	**Quantity**	**Level of Service**	**Estimated Total**
36 Boxes of Records at Offsite Storage	Per Image	90,000	Custom Imaging	$13,500.00
Recorder Maps	Per Plat	12,588	Custom Imaging	$41,540.40
Assessor Maps	Per Plat	37,333	Custom Imaging	$123,198.90
Deeds, Mining, Misc, OR (Imaging and Indexing)	Per Image	500,127	Custom Imaging	$325,082.55
Books - Other Recorder Documents (Image Only)	Per Image	642,512	Custom Imaging	$224,879.20
			TOTAL	**$728,201.05**

Storage and Document Fees.
COUNTY will pay the following fees on an ongoing basis for storage and document retrieval for records stored/retrieved after completion of the Custom Imaging project.

Storage Fees: $25.00 per pallet per month with a one-pallet minimum.
Document Retrieval: $25.00 per document.

202511_Kofile_Riverside_PSA_Final

Final Audit Report 2025-11-20

Created:	2025-11-19
By:	Mike Strachan (michael.strachan@kofile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4ON0LOX48FKdQu5QQWqewwOELrYYONyl

"202511_Kofile_Riverside_PSA_Final" History

Document created by Mike Strachan (michael.strachan@kofile.com)
2025-11-19 - 10:32:59 PM GMT

Document emailed to Dick Surdykowski Jr (dick.surdykowski@kofile.com) for signature
2025-11-19 - 10:33:35 PM GMT

Email viewed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
2025-11-20 - 2:35:50 PM GMT

Document e-signed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
Signature Date: 2025-11-20 - 2:36:37 PM GMT - Time Source: server

Agreement completed.
2025-11-20 - 2:36:37 PM GMT