

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into on 7/14, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and BMI Imaging Systems, Inc (Vendor).

RECITALS:

A. City desires to employ Vendor to furnish professional services in connection with the project described as St. Helena Star Digitization Project.

B. Vendor has represented that Vendor has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Schedule of Work"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Vendor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Schedule of Work"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, "Schedule of Work"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay vendor the amount specified in Exhibit A, "Schedule of Fees", attached hereto and made a part hereof. Total compensation shall not exceed \$9,422.00, unless additional compensation is approved in accordance with Section 2.

B. Vendor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be

approved and City will use its best efforts to cause Vendor to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Vendor for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Vendor.

C. Payment to the Vendor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Vendor.

SECTION 5 – STANDARD OF PERFORMANCE

Vendor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Vendor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Vendor under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Vendor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Vendor's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Vendor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Vendor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees, as indicated:

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- B. Minimum Limits of Insurance. Vendor shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Vendor or Vendor's subconsultants; or automobile owned, leased, hired or borrowed by the Vendor.
2. For any claims related to Vendor's conduct while performing the work of this project, the Vendor's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

E. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

F. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

G. Verification of Coverage. Vendor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Vendor shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Vendor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Vendor agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Vendor under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Vendor’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Vendor has agreed to indemnify Indemnitees as provided above, Vendor, upon notice from City, shall defend Indemnitees at Vendor’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Vendor shall ensure Vendor’s obligations under this section, but the limits of such insurance shall not limit the liability of Vendor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

E. Throughout the duration of the contract, BMI will comply with all copyright laws involving published newspapers and the Digital Millennium Act. If a conflict were to arise between the copyright holders (Lee Enterprises) and the St. Helena Library, BMI will restrict access to the digitally created images via the internet to the physical St. Helena library location only, until all claims can be resolved by and between St. Helena Library and Lee Enterprises.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Vendor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Vendor shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that Vendor or any of Vendor's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Vendor, nor any of Vendor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Vendor expressly waives any claim Vendor may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Vendor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Vendor's performance of services under this Agreement. Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Vendor agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Vendor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Vendor is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Vendor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Vendor. When requested by City, but no later than three years after project completion, Vendor shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Vendor during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Vendor hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Vendor may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other

intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Vendor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Vendor. Vendor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Vendor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided vendor gives City notice of such court order or subpoena.

C. If Vendor, or any officer, employee, agent or subcontractor of Vendor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Vendor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Vendor’s conduct.

D. Vendor shall promptly notify City should Vendor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Vendor or be present at any deposition, hearing or similar proceeding. Vendor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Vendor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Vendor. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Vendor shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Vendor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Vendor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement, with the exception of any right to use the

images created by the Vendor in the manner here described, those rights to be obtained by the City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Vendor to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Vendor agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Vendor will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Vendor of Vendor's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Vendor's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Vendor's final invoice.

B. Vendor's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Vendor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Vendor: BMI Imaging Systems, Inc.
1115 E. Arques Avenue
Sunnyvale, CA 94085-3904
Attn William Whitney CEO

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Vendor. If such notice is given, Vendor shall cease immediately all work in progress.

B. If either Vendor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Vendor, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Vendor or City, all property belonging to City which is in Vendor's possession shall be delivered to City. Vendor shall furnish to City a final invoice for work performed and expenses incurred by Vendor, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Vendor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Vendor without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff assigned to perform the services required under this Agreement. Vendor shall notify City of any changes in Vendor's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Vendor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Vendor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Vendor.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Vendor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

Exhibit A – Schedule of Work
Exhibit B – Copyright Permissions

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Vendor:

By: 
Name: WILLIAM WHITNEY
Title: CEO BMI IMAGING SYSTEMS

City:
By:  7/8/15
Name: Jennifer Phillips APRIL MITTS
Title: City Manager , ACTING

Approved as to Form:

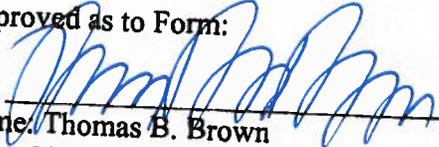
By: 
Name: Thomas B. Brown
Title: City Attorney

Exhibit A - Schedule of Work

A dedicated Project Manager will be assigned to your project and is responsible for overseeing testing, milestone concurrence and production completion. The following services are included:

Delivery

- a. BMI will coordinate with UC Riverside for the transportation of the negative rolls.

Microfilm Prep

- a. Limited inspection of physical film for damage with minor repair will be included.
- b. Extensive film repair may require additional Customer expense, which BMI will make known to the Customer before initiating.

Microfilm Scanning: Approximately 96 rolls of film

- a. Microfilm will be scanned in grayscale and bi-tonal at 300 dpi.
- b. After each roll is scanned and processed, the Customer will be able to view them in the hosted Digital ReelL application for the purpose of approving the layout and final product view.
- c. A "Milestone" (a small volume of material to represent the overall project) will be utilized to test a sample group of Customer rolls. Using the results from the Milestone will enable BMI to determine best practices for the remainder of the scanning project.
- d. Each image will be processed through OCR servers. OCR results will vary, as some images may not be suitable for OCR. BMI, at its sole determination, will decide if images or groups of images are not suitable for text search and may elect to stop processes on those images for text search purposes.

Microfilm Indexing

- a. Each roll of film will be indexed by issue date according to the newspaper.
Example: Title => Year => Month => Issue

Digital ReelL – Hosted Application

- a. Converted rolls will be loaded to Digital ReelL application.
- b. The hosted application will include (5) users.
- c. St. Helena will share a Digital ReelL data set with the Napa County Library but will have its own unique portal.
- d. Access to digitized images via Digital ReelL will be available via most internet connected devices. Access to digital rolls will be limited to one user per roll at one time; however, the remaining collection of digital rolls will continue to be available (Digital Millennium Act).
- e. A copyright notice will appear on images accessed within the Digital ReelL hosted application.
- f. Digital ReelL portal may be customized to reflect the St. Helena website, at Customer's request.

Project Timeline

Milestone 1: Estimated 3-4 weeks from the date the rolls arrive at the BMI Sunnyvale facility.
Project Completion: Estimated 4-8 weeks from date of Milestone approval.

The timeline associated with this project is an estimate and is largely dependent on the quality of the material and the information BMI acquires during Milestone 1. Difficulties and unforeseen circumstances may arise and extend the project timeline.

Schedule of Fees

Digital Reel Hosted Application

Item	Quantity	Unit Price	Total Price
Project Setup/Management	1	\$1,750	\$1,750
Microfilm Scanning/Indexing/OCR	96 rolls	\$51/roll	\$4,896
Master TIFF creation (Only UC Riverside will receive this)	96 rolls	\$5/roll	\$480
Digital Reel Hosting†	5 years	\$2,200	\$2,200
Shipping	96 rolls	\$1/roll	\$96.00
Estimated Total			\$9,422

†Hosting begins and ends in conjunction with the Napa County Library's hosting agreement. Hosting includes (5) users. Additional users can be purchased for \$500/5-user pack/year.

BMI may provide a Digital Reel portal customization that reflects the St. Helena Library website for an additional fee of \$1,800.

During the course of the project, BMI may be required to provide, or the Customer may request, additional services beyond the Scope of Work as outlined in this document. If additional services are required or requested, BMI will inform the Customer of such services and any associated fees prior to proceeding.

Sales tax is additional where due (*no tax with hosted only material*).

Exhibit B – Copyright Permissions

GRANT OF COPYRIGHT PERMISSIONS

Lee Enterprises as copyright holder or licensee with the authority to grant copyright permissions for the St. Helena Star, hereby authorizes St. Helena Public Library, acting on behalf of the City of St. Helena, to digitize, distribute, and archive the above title(s) for nonprofit, educational purposes via the Internet or successive technologies as described below.

Lee Enterprises agrees to grant the City of St. Helena a license allowing the City's Library and its patrons on site and remote access to the St. Helena Star, including all alternately named variants, and published digitized material. On site access for users within the St. Helena Public Library facility and Lee Enterprises locations shall be made available immediately upon digitization, typically three months after initial publication. On site access shall be granted based on Internet Protocol (IP) address, cardholder information or other authentication methods.

This is a non-exclusive grant of permissions for on-line and off-line use for an indefinite term. Off-line uses shall be consistent either, for educational uses, with the terms of U.S. copyright legislation's "fair use" provisions or, by the City of St. Helena or the St. Helena Historical Society, with the maintenance and preservation of an archival copy. Digitization allows the City of St. Helena to generate image- and text-based versions as appropriate and to provide and enhance access using search software.

This grant of permissions prohibits use of the digitized versions for commercial use or profit by the St. Helena Public Library.

March 25 This agreement will be effective from *March 26* ~~February~~ __, 2014 and will continue until ~~February~~ __, 2015. This agreement will automatically renew annually; however, either party may cancel this agreement with 30-day written notice.

In the event of termination, the City of St. Helena will immediately stop digitizing, distributing and archiving any further materials but will not be responsible for removing any St. Helena Star materials that have already been digitized and archived and will continue to be able to distribute such materials pursuant to the terms of this agreement



Signature of Copyright Holder

Brenda Speth

Printed or Typed Name of Copyright Holder

March 26, 2014

Date of Signature

Schedule of Work

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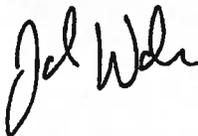
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Sales tax is additional where due (*no tax with hosted only material*).

Respectfully,



Jake Walker
(800) 488-3456 x406
jwalker@bmiimaging.com

Note: This proposal is valid until May 31, 2015 and voids any and all previous quotes, proposals, estimates, and agreements.



CERTIFICATE OF LIABILITY INSURANCE

BMIMAG-01

HBCT04

DATE (MM/DD/YYYY)

5/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249
Heffernan Insurance Brokers
 101 Second Street, Suite 120
 Petaluma, CA 94952

CONTACT NAME:

PHONE (A/C, No, Ext): **1 (707) 781-3400**

FAX (A/C, No): **1 (707) 781-0800**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Hartford Accident & Indemnity** **22357**

INSURER B: **Hartford Casualty Insurance Company** **29424**

INSURER C: **Twin City Fire Insurance Company** **29459**

INSURER D:

INSURER E:

INSURER F:

INSURED

BMI Imaging Systems, Inc.
 1115 East Arques
 Sunnyvale, CA 94085

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Loc. Aggregate GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	57UUQTM2431	01/15/2015	01/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57UUQTM2431	01/15/2015	01/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		57XHQC8584	01/15/2015	01/15/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	57WEQNT3192	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: As Per Contract or Agreement on File with Insured. The City of St. Helena is included as an additional insured on General Liability policy per the attached endorsement, if required by written contract.

CERTIFICATE HOLDER

City of St. Helena
 Attn: April Mitts, Director of Finance
 1480 Main Street
 Saint Helena, CA 94574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE