

## SERVICE AGREEMENT FOR BOOK SCANNING AND INDEXING

This Service Agreement for Book Scanning and Indexing (hereinafter referred to as "Agreement"), entered into by and between **The Board of Commissioners of Tippecanoe County** (hereinafter referred to as "County") and **Information & Records Associates, Inc.** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

### RECITALS

Tippecanoe County desires to contract for scanning and indexing transfer books, assessment books, and lot books as more fully set forth herein and Contractor is willing and able to provide such services as more fully set forth in Contractor's Proposal dated January 24, 2022, attached hereto and made a part hereof as Exhibit A.

### SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, Exhibit A - Contractor's Proposal, described herein and attached hereto, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement. Any provisions in the attached Exhibit A which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.

### SECTION II. DUTIES OF CONTRACTOR

2.01 Contractor shall provide all services described in Exhibit A. The services to be provided by Contractor under this Agreement shall proceed with promptness and diligence and shall be executed to County's satisfaction.

### SECTION III. TERM

3.01 This Agreement shall commence upon full execution of the parties, and shall terminate upon delivery and acceptance of the services described in Exhibit A and payment therefore.

### SECTION IV. COMPENSATION

4.01 Contractor shall be compensated under the Agreement as set forth on Exhibit A, attached

hereto and incorporated herein.

4.02 Contractor shall submit a properly itemized invoice for services performed and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

## SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the County in any way.

5.02 Subcontracting. Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom any responsibilities or obligations are sublet, assigned or delegated under this agreement. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons.

5.03 Termination.

If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. Upon termination, the County shall pay Contractor for any fees earned but not yet paid, if any. Contractor shall return to County any fees paid but not yet earned, if any. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

5.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:  
Information & Records Associates, Inc.  
908 E. Wayne Street  
South Bend, IN 46117

To County:  
Tippecanoe County  
Attn: Tippecanoe County Auditor  
20 N. 3<sup>rd</sup> Street

5.05 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, age, sexual orientation, gender identity, disability, marital status, familial status, national origin, ancestry, or status as a veteran. Breach of this section shall be regarded as a material breach of this Agreement.

5.06 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

5.07 Applicable Laws; Forum. This Agreement shall be construed in accordance with the laws of the State of Indiana. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

5.08 Waiver. A party's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the party's rights or remedies.

5.09 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.10 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.

5.11 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor designated above, has filed proof of such authority with County and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the County.

5.12 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of



**EXHIBIT A**  
**[Proposal]**



# Services Price Estimate



## Scope:

Transfer, Assessment and Lot Books

**Client Name: Tippecanoe County Auditor**  
**Attention: Robert Plantenga, Auditor**  
**20 North 3rd St.**  
**Lafayette, IN 47901**

Quote Date:  
 1/24/2022

### Type of Service

<u>Book Scanning</u>	# Books	Pages/ Book	Total Pages	Price/ Page	Total Cost	Comments
Transfer Books	64	550	35,200	\$0.3250	\$11,440.00	11x17 Bound. L+R=1 image, page count is each side
Transfer Books	33	180	5,940	\$0.3250	\$1,930.50	14x17
Transfer Books	60	300	18,000	\$0.3250	\$5,850.00	14x17
Transfer Books	61	460	28,060	\$0.3250	\$9,119.50	11x17
Transfer Books	15	700	10,500	\$0.3250	\$3,412.50	11x17
Transfer Books	3	400	1,200	\$0.3250	\$390.00	11x17 pages in plastic sleeves
Transfer Books	29	850	24,650	\$0.3250	\$8,011.25	14x17
<b>Sub-total Transfer Books</b>						<b>\$45,453.75</b>
<u>Indexing</u>	# Books			Price per Book	Total Cost	Comments
Transfer Books	265			\$20.00	\$5,300.00	Index Book Type, Township, Date Range, Alpha
<u>Book Scanning</u>	# Books	Pages/ Book	Total Pages	Price/ Page	Total Cost	Comments
Assessment Books	146	410	59,860	\$0.325	\$19,454.50	10.5x16, L+R= 1 page, Page count each page
Assessment Books	37	600	22,200	\$0.325	\$7,215.00	11x17
<u>Indexing</u>	# Books			Price per Book	Total Cost	Comments
Assessment Books	183			\$15.00	\$2,745.00	Index book spine information: Name, Township, Date Range
<b>Sub-total Assessment Books</b>						<b>\$29,414.50</b>
<u>Book Scanning</u>	# Books	Pages/ Book	Total Pages	Price/ Page	Total Cost	Comments
Lot Books	53	600	31,800	\$0.325	\$10,335.00	11.5x17.75, L+R= 1 image, page count each page
<u>Indexing</u>	# Books			Price per Book	Total Cost	Comments
Lot Books	53			\$15.00	\$795.00	Index book spine information: Name, Township, Date Range
<b>Sub-total Lot Books</b>						<b>\$11,130.00</b>



# Services Price Estimate



## Scope:

Transfer, Assessment and Lot Books

**Client Name: Tippecanoe County Auditor**  
**Attention: Robert Plantenga, Auditor**  
**20 North 3rd St.**  
**Lafayette, IN 47901**

Quote Date:  
1/24/2022

<b>Access to Records</b>	Free requests by Phone/Fax/Help Desk	--
<b>Project Set Up Fee</b>	One time set-up fee	\$100.00
<b>Pickup and Delivery</b>	10 trips at \$120 per trip	\$1,200.00
<b>DVD Delivery</b>	Y DVDs at \$30 per DVD	\$0.00
<b>External Drive Delivery</b>	1 External Drive at \$75 apiece	\$75.00
<b>FTP Uploads</b>	Free FTP account with secure uploads and downloads	\$0.00
<b>Creation of DW File Cabinets</b>	Electronic File Cabinets for Docuware	\$300.00
<b>Total</b>		<b>\$87,673.25</b>

### Assumptions:

- \*Poor originals may lead to unreadable images
- \*Final invoicing to be based upon actual quantities and may be greater or less than estimate
- \*Customer to obtain Insurance beyond standard \$10K that IRA provides
- \*All material will be returned unless specifically instructed to be shredded
- \***Standard Preparation:** Removal of paper from standard binders & folders. Minimal staple removal (not to exceed 1 for every 10 images). Docs will be returned to the front of the box in same order received and binders/folder will be put in the rear of box. Documents will not be stapled or reassembled.
- \***Heavy Preparation:** Standard preparation + Removing documents from standard bindings + Removal of more than minimal staples + insertion of barcode separator sheets + Orientation and unfolding of documents + Addition of paper clips to augment re-stapling after conversion + Handling of Post-It notes and other non-standard document sizes + Return of documents to original folders

**Terms:** Net 10 days, Prices Valid for 30 days

## Customer Acceptance of Pricing and Terms

**Name:**

**Signature:**

**Date:**

**Billing Address:**

**Billing Contact:**

**Payment Address:** Information & Records Associates, Inc., 908 E. Wayne St., South Bend, IN 46617