

MEMORANDUM OF AGREEMENT FOR MICROFILMING SERVICES

This Agreement entered into this ____ day of _____, 2004, by and between the City of Overland Park, a municipal corporation, hereinafter referred to as CITY and the Kansas Correctional Industries, hereinafter referred to as KCI.

WHEREAS, the CITY has a need to establish a long term image of certain planning documents; and

WHEREAS, the CITY has approved and proposes to have KCI provide microfilming services as needed;

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

SCOPE OF SERVICES

KCI shall furnish the necessary personnel, facilities and such other services as may be required to fulfill the tasks identified and described in Attachment No. 1.

ARTICLE I: CITY RESPONSIBILITIES

The City agrees:

- A. To utilize the services of KCI to perform the services described herein for the fee as stipulated.
- B. To designate a single contact person for the KCI to contact concerning the work and terms of this Agreement.
- C. To reimburse the KCI for services provided according to the fees established in Attachment No. 2.

ARTICLE II: VENDOR RESPONSIBILITIES

The KCI agrees:

- A. To provide the services described herein for the fees stipulated in Attachment No. 2. These services are to be performed in a manner as prescribed by the CITY.
- B. To meet standards established in Attachment No. 1, unless otherwise amended by agreement with the CITY.

- C. To provide transportation of the documents to and from the KCI facilities.
- D. To be responsible for the security of all documents while in the custody of KCI, including having in place a document protection plan, disaster recovery plan and a business continuity plan.
- E. To provide a contact person for the CITY to contact concerning the work and terms of this Agreement.
- F. To provide corrected microfilm, if errors are found by the CITY, at KCI's expense. Any errors made by KCI, identified in the CITY's proofing process, shall be corrected without any additional charge
- G. To provide the CITY with a copy of their standards of operation at their microfilming facility, including work standards and quality control standards.
- H. To hold the CITY and the CITY's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the negligent performance thereunder by the KCI under the provisions of this Agreement.
- I. To comply with the provisions of the Civil Rights Act of 1964 and the Kansas Act Against Discrimination and any subsequent revisions and additions to these statutes and shall not discriminate against any person in the performance of work under this Agreement because of race, color, religion, sex, disability, national origin, familial status, ancestry or age.
- J. That the services to be performed by the KCI under the terms of this Agreement are personal and cannot be assigned, sublet, or transferred without the written consent of the CITY.

ARTICLE III: GENERAL ADMINISTRATION

- A. This Agreement shall be in force and effect for the period commencing on January 1, 2005 and ending December 31, 2005, subject to the terms and conditions herein contained or as amended by written agreement.
- B. It is further agreed that this Agreement and all Agreements entered into under the provision of this Agreement shall be binding upon the parties hereto and their successors and assigns.

ARTICLE IV: TERMINATION

The parties hereto mutually agree:

- A. The CITY and the KCI have the right to terminate this Agreement by giving at least thirty (30) days written notice in the event the CITY or the KCI determine this Agreement should be abandoned or indefinitely postponed; PROVIDED, however that in any case the KCI shall be paid the amount due for the services rendered up to the time of termination, on the basis of the provision of this Agreement.
- B. The CITY has the right to terminate this Agreement at any time, upon written notice to the KCI in the event the KCI fails to comply with all the terms and provision of this Agreement or in any way defaults hereunder. The KCI shall be paid the reasonable value of the services rendered to the date of termination; PROVIDED, that in the event of termination of this Agreement, the KCI shall not be paid more than that which it would receive under the terms of this Agreement for those services rendered to the date of termination.

Executed in triplicate the date first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
Ed Eilert, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

J. Bart Budetti
Assistant City Attorney

KANSAS CORRECTIONAL INDUSTRIES

By _____

ATTEST:

Microfilm Specifications and Services Required

The records to be microfilmed for the Planning and Development Services Department, City of Overland Park, Kansas generally fall into five categories.

1. Address Files – These consist of mostly letter-size copies of correspondence and reports. Some documents may be up to 13x17 inches. Film size required: 16mm inserted in standard 7-3/8x3-3/8 inch four-line fiche. Addition of certain identifying information (indexing) required on each fiche. Duplicate 16mm reel required.
2. Commercial Plans – These consist of architect/engineer type drawings ranging in size from 13x17 inches to 36x48 inches. Film size required: 35mm inserted in standard 3M-type aperture card MMM 5001 (buff colored) or equivalent. Duplicate 35mm reel required. Addition of certain identifying information (indexing) required on aperture card.
3. House Plans – These consist of architect/engineer type drawings ranging in size from 13x17 inches to 36x48 inches. Film size required: 35mm inserted in standard 7-3/8x3-3/8 inch two-line fiche. Addition of certain identifying information (indexing) required on each fiche. Duplicate 35mm reel required.
4. Planning Commission Plans – These are the same as #2 above except the card color is green.
5. Specification Books – These consist of mostly letter size copies of technical reports. Film size required: 16mm reel only.

All microfilming must comply with the density and resolution standards set forth in the following:

- Federal Standard 125D (Film Photograph & Film, Photographic, Processed for permanent records use);
- Kansas State Historical Society, K.S.A. 12-122 (Records Management Micrographics), K.S.A. 19-250 (Government Records Preservation Act), and K.S.A. 75-3506 (Agency Records Officers);
- American National Standards Institute (ANSI) PH1.28-1981, or PH1.41-1981, PH4.8-1978, and PH1.43-1983;
- Association for Information and Image Management (AIIM) Standards. AIIM Standards are included in the Kansas State Historical Society, Local Government Records Management Manual, Appendix C – Micrographic Resources.

Additional specifications include:

- Master reels of 16mm and 35mm film must be silver halide safety-based permanent record film. Aperture cards/jackets must contain diazo duplicates.
- Each reel of film must include City listing of records at the beginning of the reel.
- Address files to be blipped and the City listing to be returned with Index Frame Number added.

QUOTE SHEET

Address Files	1. Filming – cost per image	\$ <u>.0475</u>
	2. Jackets – cost each	\$ <u>.15</u>
	3. Film insertion – cost each	\$ <u>.25</u>
	4. Indexing – cost each fiche	\$ <u>.25</u>
	5. Duplicate 16mm roll – cost each	\$ <u>8.00</u>
Commercial Plans	1. Filming – cost per image	\$ <u>.1425</u>
	2. Aperture Cards; mounted & loaded – cost each	\$ <u>.40</u>
	3. Indexing – cost each fiche	\$ <u>.25</u>
	4. Duplicate 16mm roll – cost each	\$ <u>8.00</u>
House Plans	1. Filming – cost per image	\$ <u>.1425</u>
	2. Aperture Cards; mounted & loaded – cost each	\$ <u>.40</u>
	3. Indexing – cost each fiche	\$ <u>.25</u>
	4. Duplicate 16mm roll – cost each	\$ <u>8.00</u>
Planning Commission	1. Filming – cost per image	\$ <u>.1425</u>
	2. Aperture Cards; mounted & loaded – cost each	\$ <u>.40</u>
	3. Indexing – cost each fiche	\$ <u>.25</u>
	4. Duplicate 16mm roll – cost each	\$ <u>8.00</u>
Specification Books	1. Filming – cost per image	\$ <u>.0475</u>

Other Charges:

1. Shipping is included in all pricing – pickups scheduled by the customer as needed through the KCI Customer Service Department @ 913-727-3254.
2. Transmittals shall be submitted by the City of Overland Park to the Microfilm Division through the email process in a format that can be opened by various software programs.

Notes:

1. Sign permits and other departmental records - pricing will be quoted the same as the previously listed pricing for the type of similar filming required – 16mm or 35mm.
2. All 16mm filming will be done at a 32.1 reduction ratio unless City of Overland Park specifies otherwise.

Signature: _____

Typed Name: Tammy Girard

Company Name: Kansas Correctional Industries

Address: Microfilm Division, PO Box 546, Norton, KS 67654

Phone/Fax Number: 785-877-3380 ext.231 or 239 Fax 785-877-5549