

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Kofile Technologies, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide preservation and conservation of the County Clerk/Recorder's maps.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 141,458.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 11/01/2018 to 06/30/2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Corina Morgan, Finance Manager	Patty Melton, Sales
Name and Title	Name and Title
Monterey County Recorder 168 W. Alisal St., 1st FL Salinas, CA 93901	Kofite Technologies, Inc. 6300 Cedar Springs Road Dallas, TX 95235
Address	Address
831-755-5821	214-351-4800
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Kofile Technologies, Inc.
Contractor's Business Name*

By: _____
William Dases
(Signature of Chair, President, or Vice-President)*

William Dases, Chair
Name and Title

Date: 9/25/18

By: _____
John Woolf Secretary
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

John Woolf
Name and Title

Date: 9/25/18

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

WWW.**KOFILE**.US

PRESERVE | IMAGE | INDEX | MICROFILM | ACCESS

COMPLETE SOLUTIONS FOR PERMANENT RECORDS PRESERVATION.

HONORABLE STEPHEN L. VAGNINI
MONTEREY COUNTY ASSESSOR-
COUNTY CLERK-RECORDER
SALINAS, CALIFORNIA

**STATEMENT OF WORK:
PRESERVATION OF MAP BOOKS**

AUGUST 23, 2018

6300 CEDAR SPRINGS ROAD
DALLAS, TEXAS 75235
214-351-4800

ONE ALLEN MARTIN DRIVE
ESSEX, VERMONT 05452
800-639-3027

1558 FORREST WAY
CARSON CITY, NEVADA 89706
855-767-8697

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CONTACT INFORMATION

KOFILE TECHNOLOGIES, INC.
1558 FORREST WAY, CARSON CITY, NV 89706
p/ 855.767.8697
f/ 775.883.9978

PATTY MELTON
ACCOUNT MANAGER
c/ 248.330.4339
PATTY.MELTON@KOFIL.E.US

EUGENE SISNEROS
SALES MANAGER
c/ 713.204.5734
EUGENE.SISNEROS@KOFIL.E.US

MIKE MAROTTI
FACILITY MANAGER & CONSERVATOR
p/ 855.767.8697
f/ 775.883.9978
MIKE.MAROTTI@KOFIL.E.US

PROJECT APPROACH

This proposal addresses the preservation and custom storage system for the Monterey County Assessor-County Clerk-Recorder's map books. This project inventory includes Maps from the following series: Maps/Grants, Cities & Towns, Patent, Survey, State Highway, Historical, and Block Book/City of Monterey (a Good Faith Estimate of 2,100 Maps). This proposal is presented by Kofile Technologies, Inc. (Kofile).

Following this combination of conservation science and physical preservation, the returned assets are chemically stable for 300—500 years.

Preservation insures the survival of permanent and historical materials and, at the same time, insure the survival of the source original for the application of future technologies. Preservation services include conservation treatments and map restoration of the original source utilizing dry surface cleaning, removal of old repairs, mending, flattening, and deacidification. Archival rehousing includes Mylar envelopes and a custom storage solution to utilize the minimal footprint and achieve maximum efficiency.

Please note that pricing is good for 90 days from the date of this proposal. **Final pricing is determined upon review at the Kofile Lab in Carson City, NV. This applies to the map restoration and preservation.**

At Kofile, each project is unique and deserves special attention. Preservation minimizes chemical and physical deterioration to prolong the original's existence and useful life. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair.

Kofile takes pride in an "off-the-shelf and on-the-shelf" service. Kofile is dedicated to providing quality service above-and-beyond County expectations. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.



Shasta County Clerk-Recorder officials examine their newly preserved plats and installed Enduro™ plat cabinets, Redding, CA. Maps were restored, encapsulated, and a customized storage solution was designed and installed by Kofile and are similar to the system proposed for the Monterey County Assessor-County Clerk-Recorder's Office.

RECORDS ASSESSMENT

This collection was surveyed by Kofile Conservator Chris Maroffi. The volumes are in advanced states of deterioration, with many in critically poor condition. The maps date to the early days of Monterey County in the late 1800s to the mid-1900s. There are several volumes with instances of pressure sensitive repairs (acidic tape, adhesives, and glues).

RETENTION SCHEDULE

Historical government records have permanent retention schedules. The California Secretary of State's *Local Government Records Management Guidelines* define "Archival Record" as "Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data" (Archives Division Records management, 2006). The Guidelines also identify the primary principle of record management:

According to Government Code, Section 14740, California's Records Management Program is designed to "...apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records." Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value.

When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance. If that is the case, the records should be preserved by an appropriate historical agency. Staff members should realize that an effective records management program is not only cost effective, it will also make their jobs easier. They should also know that records retained beyond their value "just in case" only extend the agency's legal liability in the event of adverse litigation. These principles apply to all levels of government.

AREAS OF CONCERN

Many factors threaten the permanence of these assets. Deterioration is the result of natural aging, a history of use, lack of environmental controls, and UV light exposure. Other possible areas of concern are documented following.

Mechanical Damage (Use & Abuse)

Everyday use greatly effects collections. Sheets bare signs of grime and the natural oils of human hands. Exposed sheets are susceptible to damage and loss. Unsanitary conditions also affect paper. Allow no trash, food, drinks, plants, tobacco products, wooden furniture, or ink pens near the archives. Carefully monitor the surrounding environment for insect or rodent presence. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Even with careful use, exposed fragments become abused. Many sheets suffer from mechanical damage and are dirty, brittle, and torn.

Acidic Paper

In the past, papermaking utilized bleach to whiten sheets. In time, this paper becomes acidic—evident by brittle and discolored paper (yellowing or browning). Paper also brittles when relative humidity (RH) drops too low or fluctuates.

EXHIBIT A

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were standard used by local governments. These inks contain sulfuric acid, which fades with time. With proper conservation treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Binding Margin

Sometimes a book contains sheets in which the writing continues into the binding margin. To rebind and protect these sheets, encapsulation, not punching, is the only solution. This is also true of books that previous vendors have guillotined.

Non-Archival Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, staples, and even spine or post components). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.



Slumping (or Leaning)

The average weight of a county record book is 24 lbs. The pressure of leaning books (standing on end) causes permanent damage to bindings—known as slumping. Eventually, a damaged spine results in a broken book block and individual sheets coming loose. Appropriate shelving units are necessary in long-term archival storage.

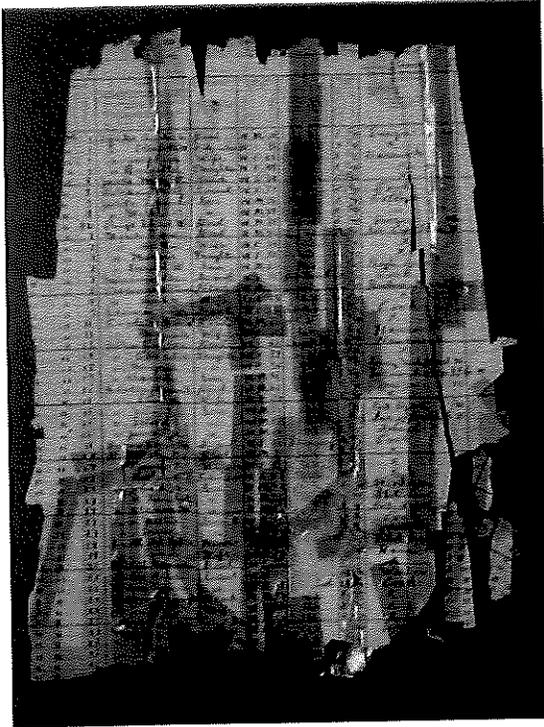
Falling Indexes

Index Books sustain the most use and suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is often required.

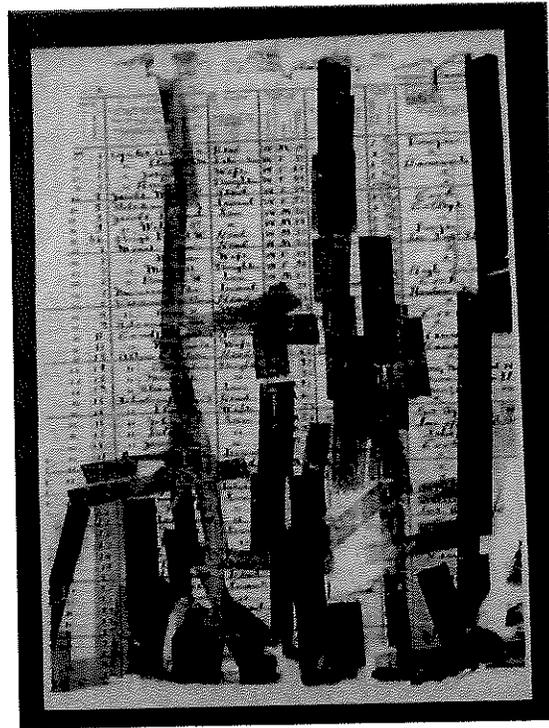
Guillotining

Always question vendors if they recommend power cutters to dismantle sewn books. Kofile never attempts any procedure potentially resulting in a loss of text or weakening of document integrity. For these purposes, we do not endorse or practice guillotining. A binding margin should never be compromised.

EXHIBIT A



What would this image look like if scanned "AS IS?"



Imaging WITHOUT Conservation

Tape & Non-Archival Adhesives

The Library of Congress warns "pressure sensitive tapes, such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes" are all culprits. These tapes are unstable. All tapes and adhesives of these types will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item, and difficult to remove."¹

Adhesive stains lead to issues during imaging. Many officials have approved low-bid imaging and microfilm projects that have resulted in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives. Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save collections, the underlying issues causing the deterioration of the sheets' margins need correcting. The acidic content of the sheet extenders only adds to the chemical breakdown of the paper.

¹The Library of Congress. "Preservation FAQs." <www.loc.gov/preservation/>.

EXHIBIT A

Temperature & Humidity Monitoring

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats. After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and without loss of water soluble inks (such as ink signatures) is vital. Records with water damage are extremely fragile. Water damage can also lead to other issues such as mold and binding failure. The necessary conservation treatments are time consuming and require a highly skilled conservator.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

The introduction of water in an archival environment can result in unmitigated damage. With the introduction of water, red inks smear first, then blue inks, and lastly, black inks.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional.

Click to Solve for: Temperature % RH Dew Point

60 | 40 | 36

Temperature Scale: °F °C

Type of Decay	Environment Rating	Preservation Metric
Natural Aging	GOOD	PI 96
Mechanical Damage	OK	% EMC 7.8
Mold Risk	GOOD	Days to Mold No Risk
Metal Corrosion	OK	% EMC 7.8

Record and Compare Values					
T	RH	DP	PI	Days to Mold	EMC

Save Clear Export

Visit the Image Permanence Institute (IPI) at www.dpicalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified). The images are solely the property of IPI.

EXHIBIT A

PROJECT INVENTORY & PRICING

PROJECT PRICE QUOTE

To purchase via Kofile's GSA Schedule 70 contract, please note **GS-35F-275AA**, directly the County's Purchase Order. Please see the following page for defined scope of services.

MONTEREY COUNTY ASSESSOR-COUNTY CLERK-RECORDER'S OFFICE, CA PRESERVATION PRICE QUOTE										
PRESERVATION	RECORDS SERIES TITLE	VOL-UME	MAP COUNT	SHEET SIZE	MATE-RIAL	CONDITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE	SUBTOTAL
<i>(11 vols. & 2,100 Maps)</i>	Maps/Grants	1	65	Oversize	Linen	Very Poor		PRV	\$9,750.00	\$109,934.50
	Cities & Towns	1 of 2	48	Oversize	Linen/ Paper	Extremely Poor		PRV	\$7,200.00	
	Cities & Towns	2 of 2	39	Oversize	Linen/ Paper	Extremely Poor		PRV	\$5,850.00	
	Patent Maps		83	Mixed	Linen	Poor	Tape.	PRV	\$6,557.00	
	Surveys	2	55	Mixed	Linen	Poor	Glued pages.	PRV	\$4,345.00	
	State Highway	1	225	Long/Narrow	Paper	Poor		PRV	\$8,887.50	
	State Highway	2	224	Long/Narrow	Paper	Poor		PRV	\$8,848.00	
	State Highway	3	1,161	Long/Narrow	Paper	Poor		PRV	\$45,859.50	
	State Highway	5	125	Long/Narrow	Paper	Poor		PRV	\$4,937.50	
	Misc. Historical		25	Oversize	Paper/ Linen	Extremely Poor	In pockets.	PRV	\$3,750.00	
	Block Book/City of Monterey		50	18x26	Linen	Poor		PRV	\$3,950.00	
0.75% FEE FOR GSA PURCHASE									\$824.54	
SUBTOTAL									\$110,759.04	

CUSTOM PLAT CABINETS	ITEM	UNIT SIZE	UNIT CAPACITY	QTY.	UNIT PRICE	PRICE QUOTE	SUBTOTAL	
<i>(Only available in conjunction with Preservation)</i>	Custom 2-Tier Enduro® Plat Cabinet	88"H x 29"W x 33"D Each	1,200 Maps at 24"x36" (2 Units Hold 2,400 Maps)	2 Units	\$7,500.00/Unit	\$15,000.00	\$20,530.00	
	ESTIMATED SALES TAX (9.25%)				\$693.75/Unit	\$1,387.50		
	INSTALLATION & SPECIAL HANDLING CHARGES				\$2,000.00/Unit	\$4,000.00		
	0.75% FEE FOR GSA OLM PURCHASE					\$142.50		

PROJECT TOTAL—This Phase will address 11 volumes containing approximately 2,100 Maps. Pricing is outlined for two 2-Tier Plat Cabinets to house a maximum total of 2,400 Maps. \$131,289.04

COUNTY ACCEPTANCE & TERMS

- ▶ Without a signed Agreement, prices are good for 90 days from the date of this proposal.
- ▶ Any applicable sales tax are the responsibility of the County. Taxes are estimated at 9.25%; rate pulled 8/21/18.
- ▶ Pricing is based on a Good Faith Estimate of map counts and condition levels. Final pricing is determined upon Lab review.
- ▶ The County selects which portion of the inventory to process with project funding.
- ▶ The allotted budget determines how the quantity and model of Cabinets needed for the particular project phase.

Signature/Title of Authorized County Representative

Date

EXHIBIT A

SCOPE OF SERVICES

Records receive the following services as appropriate. A permanent log is created for each map to record condition, size, pagination, substrate, and services/treatments performed. A final quality check references this log sheet.

(PRV) Plat Preservation—Conservation Treatments, and Deacidify

- Surface clean and flatten, as necessary. Flattening is mechanical, steam, or by ultrasonic humidification.
- Mounted maps are dismounted from secondary supports if the process will not cause further degradation. Fragile plats are backed onto acid free paper, if necessary, with acid free and reversible archival quality adhesives.
- Pressure sensitive tape and adhesive residue are removed as much as possible without further degradation to the plat. Tape stains are reduced as possible.
- Deacidify with *Bookkeepers*®. *Some materials are not appropriate for deacidification, such as maps that are on architectural linen or comprised from acid-based imaging, such as blueprint and blue line.*
- Mend with archival, acid free, and reversible materials, such as Japanese tissue and methylcellulose adhesive, LC tissue, or Filmoplast®R (acrylic-based, heat set tissue). Architectural linen maps are repaired or backed with acid-free linen support.
- Encapsulate in 4 mil/capsules composed of SIKC SH72S® PET polyester film. Size is 26.5x19 or 24.5x37 for the standard-sized maps. Welds at three or four sides per customer option.
- Capsules are punched 8" - 7" - 8" CC for attachment to Enduro® wishbone hangers. Kofile arranges the plats within the capsules and attach the hangers.
- Kofile prepares a simple cross index of description, book, page number, and plat number to hanger location.

Custom Plat Cabinet System

- Kofile installs cabinets to house the quantity and sizes of the restored collection. Following install, Kofile arranges the collection and attaches the hangers.
- System is custom fabricated and installed within 60-90 days of order.
- Standard cabinet color is Mist Green powder coat.
- This project requires Enduro® Custom Map Cabinets:
 - ▶ Two (2) Custom 2-Tier Plat Cabinets
Each unit will house 1,200 maps measuring 30" x 36"—these units ensure that only a very small number of maps would require folding or sectioning.

EXHIBIT A

GSA SCHEDULE 70 CONTRACT COOPERATIVE PURCHASING

Kofile has a federal cooperative purchasing (CO-OP) contract that extends to state and local government. This is GSA Schedule 70 Contract No. GS-35F-275AA. Monterey County is eligible for to purchase from this contract.

Our Schedule 70 CO-OP Contract presents professional information technology labor categories for data conversion & records management services. Other information pulled from GSA literature that may be helpful includes:

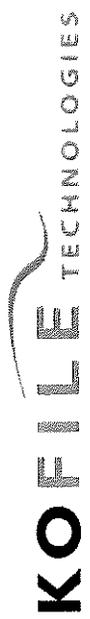
- ▶ *The Group 70 contract is available for Cooperative Purchasing with state and local governments at any time, for any reason, using any funds available.*
- ▶ *It is entirely voluntary.*
- ▶ *The eligible vendors are knowledgeable about Cooperative Purchasing. Vendors are prepared to be a GSA customer's primary point of contact. Furthermore, customers are free to enter into a Cooperative Purchasing agreement with any Schedule vendor without involving GSA.*

To purchase from GSA, you only need follow Monterey County's applicable purchasing requirements. When a Purchase Order is issued, it must reference Kofile's **GSA Contract Number GS-35F-275AA**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order.

GSA line items are billed per hourly charges for the services performed as applicable.

Any applicable shelving and/or cabinets are billed per GSA as Order Level Materials (ancillary to the project with a cap of 33.33% per order).

GSA LINE ITEMS					
SPECIAL ITEM NO. (SIN)	PART NO.	ITEM	UNIT PRICE	QUANTITY	TOTAL PRICE
SIN 132 51	TCS005	Graphic Artist I	\$65.00 /Hour	391.6775	\$25,459.04
SIN 132 51	TCS006	Graphic Artist II	\$75.00 /Hour	380	\$28,500.00
SIN 132 51	TCS007	Information Assurance Engineer I	\$65.00 /Hour	380	\$24,700.00
SIN 132 51	TCS008	Information Assurance Engineer II	\$75.00 /Hour	380	\$28,500.00
SIN 132 51	TCS010	Project Manager	\$180.00 /Hour	20	\$3,600.00
SIN 70 500	Order-Level Materials (OLM): Plat Cabinets [Per GSA, Limited to 33.333% of each Order]				\$19,142.50
GSA TOTAL (LESS APPLICABLE TAXES)					\$129,904.54



DELIVERY & LOCATION OF WORK

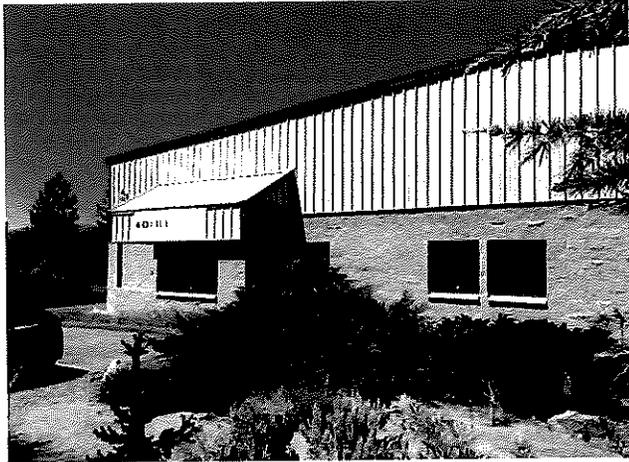
LOCATION OF WORK

Once a collection enters Kofile's hands, it goes directly to the Nevada facility, and nowhere else, until it returns to its home. Kofile is uniquely aware of the vulnerability of the records and media in trust. The location of work, Kofile's Western Regional Facility, is at 1558 Forrest Way, Carson City, NV. The Western Regional Facility was established in 2003, and it expanded to its current location during the winter of 2014, increasing all work areas by at least two fold. This location serves Western-most projects.

This lab boasts a 16,000 ft.² floorplan and over 5,000 ft.² of working lab space. This lab area is enhanced with special lighting and ergonomic countertops to maximize technicians' abilities. There is also a 5,000 ft.² loading and receiving area to accept pallets and stage outgoing work.

A stand-alone structure, it sits on a hill with no risk of flooding. It is intentionally located above flood plains, and the location is unlikely to suffer hurricane, tornado, or other natural disasters.

The facility is designed to ensure the safety of client's records, and was completely remodeled by Kofile. A sophisticated security system monitors all motion and access points. Fire and security communicate via cell phone so wires cannot be cut to disable the reporting to the respective monitoring companies. All premises are fully alarmed against forcible entry and fire; this includes automatic and remote 24-hour monitoring. The facility has window breaks, glass breaks, forced entry detectors, and digital cameras throughout. A fire detection system runs throughout the building, and meets OSHA and NFPA standards.



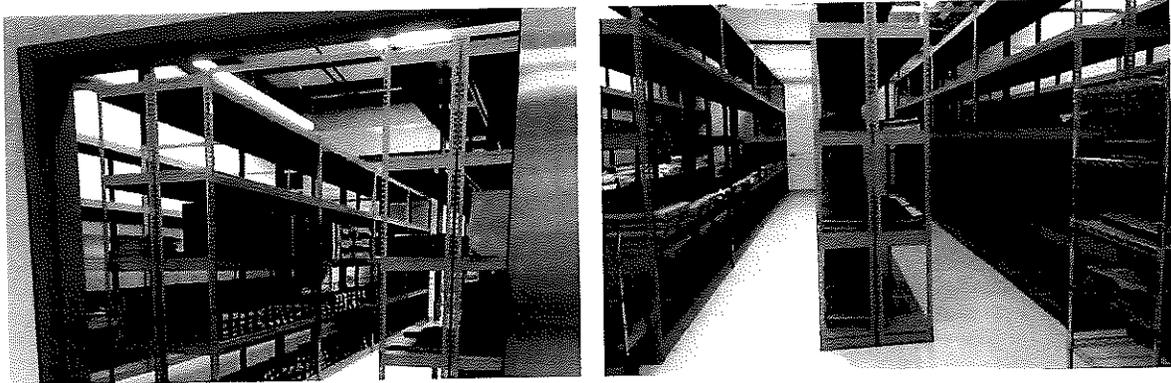
The Western Regional Facility.



The work area at the Western Regional Facility.

EXHIBIT A

An independent HVAC system connects to a drop for spot chemical treatments, fume hood vents, and deacidification booths. The lab's special lighting enhances the ability to spot rips and tears. The lab area is supplied with an air handler system connected to a drop for spot chemical treatment, full fume hood, and deacidification booths. Deacidification spray is connected to a large compressor through a pressurized line. The team is educated and trained to respond to disaster situations.



The vaulted storage area for works receiving services at the Western Regional Facility.

Fire-Resistant/Rated Storage Area

The facility has a very large temperature controlled storage area with metal shelving to house large projects—see *the following page*. The storage containment room is controlled via finger print ID smart lock access only. The room is fire monitored and under constant digital surveillance. It holds approximately 2,000 records. Records are housed here at all times except when being undergoing services. The storage containment room is temperature controlled and is under constant digital surveillance and fire monitoring.

SERVICE DELIVERY

At Kofile, trained personnel handle documents with the utmost care. We pride ourselves on being a prompt and efficient company. For each batch of records, approximately 14 to 18 weeks should be permitted for turnaround.

Kofile does not disclose copies of County records to third parties. Our team is experienced working with public records. Kofile's personnel will pack and prepare volumes for transportation, as well as inventory and receipt records at the time of pickup and delivery.

Pick-Up - Kofile will arrive at Monterey County's records location. Records are inventoried. Once the records are inventoried, packing commences. The Assessor-County Clerk-Recorder will receive copies of the packing lists. Upon arrival at our facility, the records are control inventoried again and the preservation work can begin.

Delivery – Kofile will use the same packing method used for the pick-up method to return the records. Kofile will deliver the restored and preserved volumes and images.

Kofile developed this accelerated turnaround, while still maintaining the high quality of workmanship associated with our products.

EXHIBIT A

DELIVERABLES SCHEDULE

The Carson City Facility is highly capable to successfully and timely complete this project. Kofile does not seek work that we cannot professionally complete within a reasonable and agreed-upon time schedule. This statement can be verified by our references. Kofile works with our client's and any budget or timing constraints to ensure that the project is completed to satisfaction.

Projects may be broken into batches of work if the client wants to shorten the turnaround time. A batch will run along a 14 to 18 week turnaround.

SAMPLE PROJECT TIMETABLE		
WEEK	PROJECT PHASE	COMMENTS
1	COMMENCEMENT & RECORDS TRANSPORT	Document and books are picked up and delivered to the Kofile facility in Carson City, NV.
1	ARRIVAL	Items are unpacked and inventoried. Before any conservation treatments are undertaken, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the County for verification, if required.
1—3	PREP	Job instructions are written and distributed. Custom materials such as binders are ordered upon approval of stamping. Each stage of the conservation process is carefully documented according to accepted conservation practices. The treatment log always accompanies each item. Volumes are dismantled. Page/image order is checked against the log.
4—6	CLEANING & DEACIDIFICATION	Folio surface cleaning. Adhesives and repairs are removed. All treatments are lab-tested and industry approved. All solvents and adhesives are acid-free and easily reversible. Individual sheets are deacidified.
7—9	REPAIR & RESTORE	Sheets are mended with appropriate methods, such as the application of Japanese tissues. Sheets are encapsulated.
10—12	BINDER ASSEMBLY	Encapsulated sheets are cased for binding. Depending on the chosen housing, the designated books are bound. Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing.
13—15	QUALITY CONTROL	Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
16	RETURN	The collection is wrapped, boxed and delivered to the County. Scanned images and microfilm are also delivered. Other project requirements are addressed as appropriate.

SCOPE OF WORK

QUALITY ASSURANCE PLAN

Each batch of records is entered on a color-coded production control board. Storage areas are color-coded to correspond to each group of records. Records are housed in the same location throughout the project.

1. Work is accompanied by a receipt identifying the items, quantity, titles, date, other pertinent information. This receipt is signed by the Monterey County Assessor-County Clerk-Recorder or authorized representatives and Kofile.
2. Upon receipt, items are inspected and a Treatment Report/Log Sheet is prepared. Administrative staff will also complete a Work Order.
3. The Treatment Report and Work Order will accompany the materials during the course of treatment, from inception to completion. The Treatment Report is updated and notated at each phase or as appropriate. A final Treatment Report is prepared upon the completion, and included with the materials as a permanent record. More detailed log sheets may be included or turned over to the County for filing and safekeeping at the County's option.
4. At each phase of treatment, the Facility Manager and Senior Conservator, Michael Marotti, will review the proposed work with the conservation technician assigned to the current task. Marotti will insure that the technician fully understands the scope and has been fully trained and is experienced in the assigned task. Marotti will also insure that the required materials and equipment are available and properly functioning for the use of the assigned technician.
5. Also at each phase of treatment, Marotti reviews the completed work. This includes physical inspection of the completed work, as well as review of Work Order instructions and Treatment Report entries. Additional work or correction is completed prior to the materials being processed for the next phase of treatment.
6. Periodically, the Point of Contact meets with Marotti, as well as conservation staff, to review performance standards and Contract compliance. Management reviews each lot of work during treatment and after completion and quality assurance review.
7. After all treatments have been carried out in compliance with the Work Order, the preserved materials will be subjected to a comprehensive quality assurance review carried out by a Quality Assurance Officer of Laboratory Manager grade or higher.
8. Completed work will be returned to Monterey County.

ACCESSIBILITY OF RECORDS

"Hot Shots," or County information requests, are available via fax or email. Upon receipt of a Hot Shot, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the requester or alternate. The turnaround time for Hot Shots will meet or exceed the County's requirements.

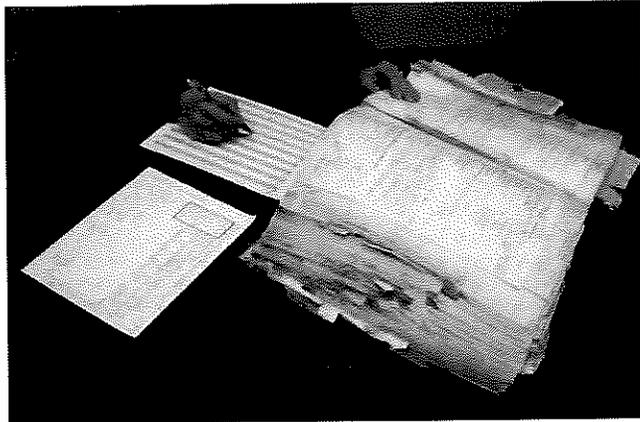
Requests for plats are handled accordingly. If the County has a plat printer, then Kofile can email a working copy image for immediate printing. If not, and a reasonable number of hard copies are required, then Kofile will print and ship the plat directly to the County.

DOCUMENTATION OF TREATMENT

Work order and individual documentation logs accompany the item throughout the entire process. Each client or batch of records is entered on a color-coded production and control board. Storage areas are likewise color-coded to correspond to each batch or group of records. Records are housed in the same location throughout the project so that any given record may be located quickly.

Upon receipt, items are assessed to document condition prior to service. Each sheet is inspected by to ensure that it receives the appropriate level of treatment. A written record is retained to record:

- Date(s) of treatment
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the technician who worked on the item
- Condition of document upon receipt
- Special characteristics
- Number of pages, proper pagination, and blank pages
- Loose pages or attachments
- Presence of staples, paper clips, brads, etc.
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Notation of original lettering on spine and covers
- Presence of pressure sensitive material
- Presence of acidic glues and previous repairs
- Any other information pertinent to the identification of the volume



Please note that this is not a conservation treatment report disclaimer—this is provided in every finalized bound volume.

CONSERVATION SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscript, typescript, Photostat, micrographic, tri-fold, blueprint, re-creations, plats, and maps. Kofile never utilizes any treatment, repair, or maintenance that is not 100% reversible. At any stage of the process, the County is notified of unusual or unexpected conditions. The project will proceed only with the authorization by Monterey County.

The following is an overview of preservation treatments and services available at the Kofile lab. Services are tailored to the specific page and/or volume and utilized as appropriate.

Surface Dry Cleaning

Surface cleaning removes materials that are deposited on pages. These include dust, soot, airborne particulates, sediment from water damage, mold/mildew residue, insect detritus, or biological or mineral contaminants. All have serious consequences during storage.

EXHIBIT A

Removal methods vary in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

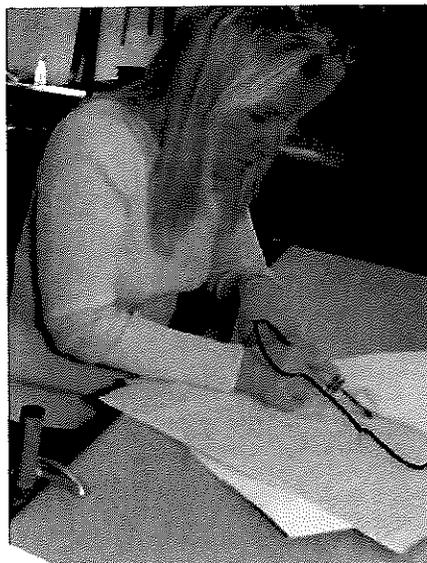
Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A *microspatula* (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

If mechanical tape removal is unsuccessful, the next alternative is chemical. Adhesive reduction begins with the most benign process. Chemical removal is the last resort. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Previous repairs that cannot be removed safely will remain. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Therefore, extensive testing is required.

Old mounting materials and adhesives often become acidic, stained, torn, and weak. They are often composed of Kraft paper or heavy board. Backings are removed through an aqueous process (water or steam) if not water-soluble. Backing in good condition remains if it causes no harm or if removal would cause harm.



A Hot Tools tape remover softens adhesive to allow for removal.

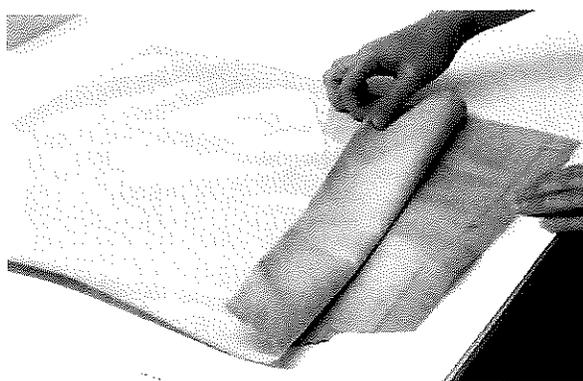


EXHIBIT A



For maps, the removal method of pressure sensitive tape is dependent upon the type of tape, condition of the map, and presence of potentially soluble media. The primary method is immersion in a solvent bath, see above. An alternative is the local solvent application or mechanical removal (followed by erasing of adhesive residue or application of heat).

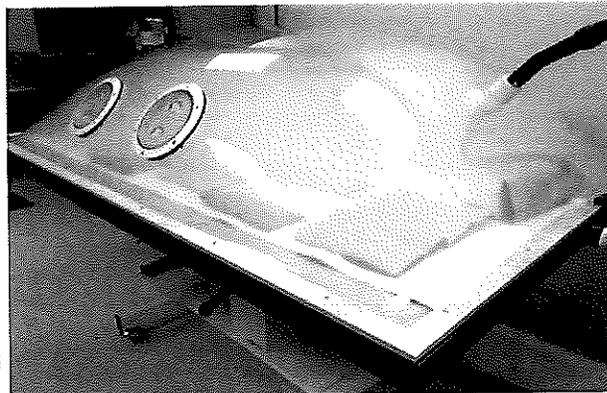
Stain Reduction

Stains are reduced to the greatest extent possible after careful testing. Tape stains are reduced, but most are likely permanent. Many stains, such as water stains, are not treated. Other stains are treated either chemically or aqueously depending on the paper and ink. Many stain-reducing agents are not safe for iron gall ink. Maximum testing is necessary. When testing determines that a treatment will result in harmful or irreversible consequences, Kofile contacts the client to discuss alternatives or a course of non-action.

Flattening and Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. Tools to 'flatten' include tacking irons, heat presses, or an Ultrasonic Humidification Chamber. Kofile's technicians are experienced using all methods. Kofile is equipped with several dry-mount presses, and each conservation workstation has a tacking iron. The tacking irons have adjustable temperature controls to alleviate damage to the sheet.

The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. Items are only humidified after testing the image solubility. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this significant investment represents Kofile's foresight and commitment to offering the best available technology as a functioning and efficient vendor.

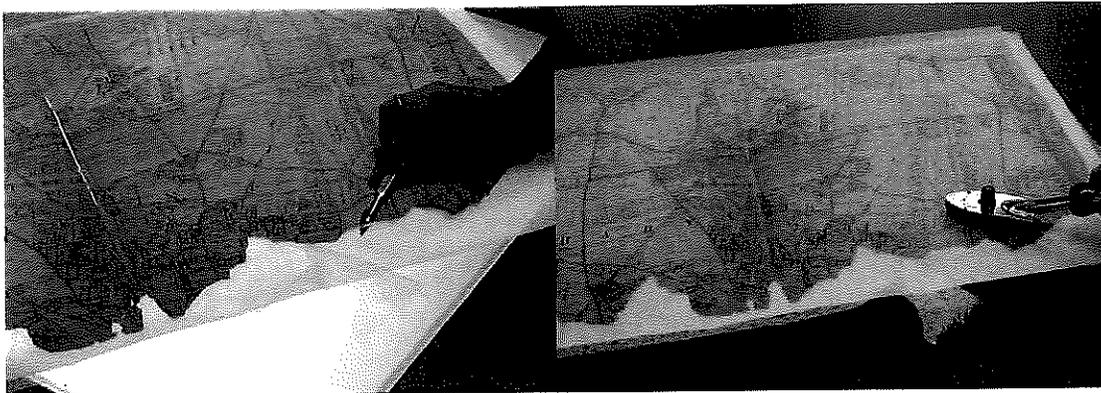


Ultrasonic Humidification Treatment.

Repair and Restore Paper

Mending torn paper is an art form. Mending uses a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the Document is going to be encapsulated.

EXHIBIT A



Weak, brittle, badly torn, and fragmented maps are mounted on Japanese tissue, primarily Kozo or Zangetsu. Mending mildly torn maps is performed using either Japanese tissue and ethyl cellulose paste or Crompton tissue.

All of the materials utilized for mending are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Mending strips are water cut so the edge of the Japanese paper visually integrates with the original document, without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

Kozo paper, in natural and white finish, is commonly used because of its strength and transparent nature after application. While visible to the trained eye, it does not distract from the document. Other types of Japanese paper used frequently include Zangetsu, Gampi, Tosa Tengujo, Seikushu, and Thin Uda. Filmoplast® R may also be used for reinforcement of damaged sheets. Filmoplast® R is a low-temperature, acrylic adhesive that bonds to Japanese Kozo paper. Kofile also constructs its own version of this material with acid-free tissue paper and Rhoplex liquid acrylic adhesive.

DEACIDIFICATION

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance.

A commercially-prepared buffer solution, Bookkeepers®, is applied to both sides of the sheet with compressed air sprayer equipment, see *pictured right*. The solution is non-flammable and non-toxic.

The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures a pH of 8 with a deviation of no more than 2-4%.

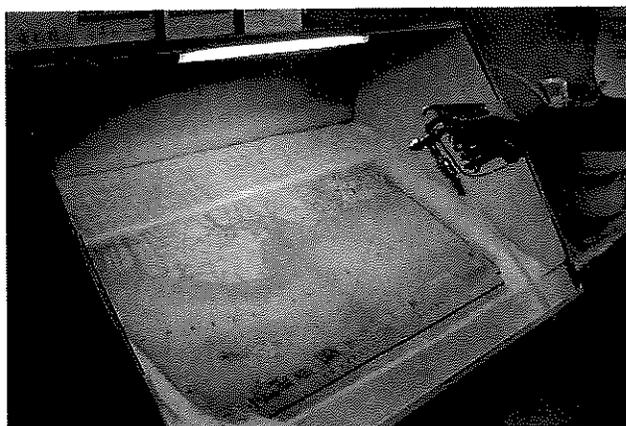


EXHIBIT A

MYLAR ENVELOPES

Kofile utilizes 4 mil SKC SH72S® PET archival-quality polyester film. This Mylar is Ultra-Sonic welded on three sides for maximum strength and durability. Mylar capsule size is 26 1/2" x 19" or 24 1/2" x 37", depending on map size. Capsules are punched 8" - 7" - 8" CC for attachment to Enduro® wishbone hangers. Maps are backed or supported with "acid-free" (buffered) barrier sheets (also known as acid-free tag filler or 'jute'), as necessary.

When enclosures are used, only Polyester or Polyethylene Terephthalate (PET) is recommended. PET is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.

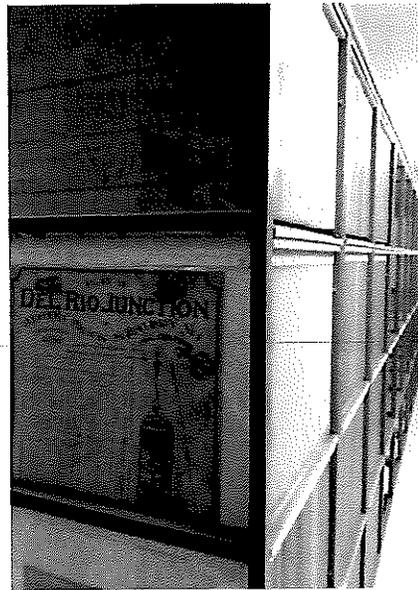
CUSTOM PLAT CABINET SYSTEM

In this collection, there are 13,103 maps in the 18" x 24" or smaller range and 2,490 that are larger than 18" x 24".

Kofile has provided custom storage solutions to local government offices across the country for decades. The Map Storage System is fabricated and shipped within 6 to 8 weeks from receipt of the Purchase Order. This solution provides a quick-assist indexing system to locate maps faster than ever before. This solution allows one to pull individual envelopes as needed. Hangers can also hold multiple envelopes, if required.

This system provides an easy indexing system to quickly locate maps. It allows for the removal of just the needed envelope. The individual envelope is easy to carry, manipulate, and digitize, and it can be re-filled in seconds.

Each envelope has four holes to match the hangers and will attach to the hangers with mounting screws (furnished). Kofile can

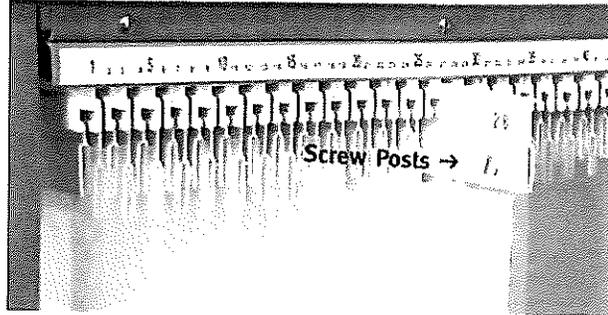


The Sacramento County Clerk/Recorder stores and maintains public access to 57,000 maps. Dating to 1850, these historical assets are of permanent retention. Previously, to reference a map, a researcher flipped through a flat file drawer or handled a 35 lb. plat book. These cumbersome tasks damaged the maps.

In 2011, the County Clerk/Recorder sought one vendor to provide all necessary services. They embarked on a three year project with Kofile to rescue the collection and install a custom vertical system. Kofile installed a custom-built Enduro™ Plat Cabinet System. This system provides individual access to maps, actively preserving the maps. Now researchers access one map at a time.

EXHIBIT A

arrange the maps within the capsules and attach the hangers. To maximize capacity, three capsules can be attached to each wishbone hanger. Placing maps back to back is also optional, but it does eliminate the ability to keep maps in capsules to view both sides of each plat. Kofile will provide "acid-free" (buffered) paper divider sheets to place between maps as needed.



A simple cross-reference index is prepared, giving a brief description of identifiers, such as map, book, page number, and current hanger location. This may be a card type index or a computer spreadsheet.

These photographs portray a plat preservation project and custom plat cabinet system that Kofile conducted for the Denton County Clerk's Office, Denton, TX, in 2015. To the right is an example of multiple plats attached to one hanger. Each plat is mounted on a barrier sheet.

