EXHIBIT-A: Scope of Services / Payment Provisions

County of Monterey Non Standard Agreement between Monterey County Assessor's Office, hereinafter referred to as "County" AND

Kofile Technologies, Inc., hereinafter referred to as "CONTRACTOR"

This Exhibit A shall be incorporated by reference as part of the Non Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. **PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from <u>July 1, 2025 to June 30, 2026.</u>

II. SCOPE OF SERVICES

A. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Microfilm recording, processing, quality control, and shipping services

III. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$12,872 for the performance of <u>all things</u> <u>necessary</u> for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

IV. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

V. MAXIMUM OBLIGATION TO THE COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed for services rendered under this Agreement for the period of July 1, 2025 to June 30, 2026.

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2025 to June 30, 2026	\$12,872
MAXIMUM COUNTY OBLIGATION	\$12,872

Quote

Images plus shipping services from 7/1/2025 through 6/30/2026.

- Price per image will be at \$0.045/image
 - ♦ Current annual average of 246,040 images
- Price per shipment will be at \$20.00 per shipment
 - ♦ Not to exceed \$1,800 for the fiscal period (actuals will be invoiced)

Annual estimate of \$12,871.80

Includes:

- Image file validation (if you can provide a subset of your index file)
- Recording
- Film processing
- Brown toning
- Final inspection
- Film box and labeling

Assumptions:

- Archival silver microfilm is produced in 16mm, 100" rolls from newly processed digital images.
- Assumptions for microfilm: no cartridges, no vinegar syndrome present, no redox present, no photostats, no splitting of images, and no stapling (combining) of images.