MIS Division

Memo

To: ImageStoreHouse LLC

From: Melinda Sturdivant

CC:

Date: 1/17/18

Re: signatures

Good morning, enclosed you will find two partially executed originals of Agreement #2015/2016-52 First Renewal. Please completely execute both sets and return one fully executed original to me at

Clay County BCC

Attn: Melinda Sturdivant

PO Box 1366

Green Cove Springs. Fl. 32043

904-284-6382

Thank you, Melinda Sturdivant

IN RE: CLAY COUNTY
AGREEMENT/CONTRACT # 15/16-52 RN1

FIRST RENEWAL TO AGREEMENT/CONTRACT #15/16-52

THIS FIRST RENEWAL TO AGREEMENT #15/16-52 is entered into as of this 9th day of January, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") and ImageStoreHouse, LLC (hereinafter referred to as the "CONTRACTOR"), whose address is 8131 Baymeadows Circle West, Suite 202, Jacksonville, Florida 32256.

WHEREAS, the parties previously entered into Agreement #15/16-52, dated January 26, 2016 (the AGREEMENT), a copy of which is incorporated herein and attached as Exhibit A, whereby the CONTRACTOR agreed to provide document scanning services for the Building Division; and

WHEREAS, the COUNTY and the CONTRACTOR entered into a First Amendment and Modification to Agreement #15/16-52 on November 22, 2016 to add additional services to the AGREEMENT, a copy of which is incorporated herein and attached as Exhibit B; and

WHEREAS, AGREEMENT #15/16-52 provided for an initial term of 24 months, commencing on February 1, 2016, and terminating on January 31, 2018, with the option to renew for two one year periods; and

WHEREAS, the COUNTY and the CONTRACTOR desire to exercise the option to renew the terms of the AGREEMENT for another year; and

WHEREAS, the Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are both attached hereto as Composite Exhibit C and made a part hereof.

W I T N E S S E T H

IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:

1. AGREEMENT #15/16-52, as amended and modified, is renewed for a period commencing February 1, 2018, and continuing through January 31, 2019, with the option to renew for one additional one year period.

2. In all other respects, the terms and conditions of the AGREEMENT, as amended and modified, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

ImageStoreHouse, LLC
8131 Baymeadows Circle West, Suite 202
Jacksonville, FL 32256

By: _____

RAMI RAWDAH
(PRINT NAME)

CLAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Gavin Rollins, Chairman

ATTEST FOR CLAY COUNTY:

_____
S.C. Kopelousos, County Manager
and Clerk of the Board of County Commissioners

Exhibit A

AGREEMENT/CONTRACT #15/16-52

THIS AGREEMENT #15/16-52 is entered into as of this 26th day of January, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") AND ImageStoreHouse, LLC (hereinafter referred to as the primary "CONTRACTOR"), whose address is 8131 Baymeadows Circle West, Suite 202, Jacksonville, Florida 32256.

WHEREAS, the CONTRACTOR shall provide document scanning services for the Building Division; and

WHEREAS, the CONTRACTOR is licensed and qualified to provide professional document scanning services; and

WHEREAS, this AGREEMENT is subject to that certain Standard Addendum to All Contracts, attached hereto and made a part hereof; and

WHEREAS, it has been determined that the execution of this AGREEMENT is beneficial to the people of Clay County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE

Conversion of hard copy documents into a digital file (PDF format) and creation of associated index files consistent with the following requirements.

a. Scanning

i. Required digital deliverables will be furnished in PDF format, black and white.
ii. CONTRACTOR will prep all documents for scanning (i.e. removing staples, paper clips, rubber bands and other binding methods).
iii. All documents will be scanned to scale (i.e. if printed out will match the original document within 1% margin of error).
iv. All black and white documents will be scanned as black and white only. Documents in color will be scanned in color. Handwritten notes can be scanned in black and white.
v. All originals will be scanned at a minimum of 300 dpi at 100%. CONTRACTOR to ensure that if pages must be rotated, they are to open at 100%.
vi. All stapled originals will be scanned as one file with multiple pages.
vii. Blank pages will not be scanned.
viii. Post-it type notes will be removed and scanned separately preceding the actual page.
ix. Multi-copy forms will not be separated. Only one copy will be scanned.
x. Accuracy at a minimum rate of 95% is required. CONTRACTOR is required to rotate images as necessary for improved searchable accuracy.

xi. Deliverables will be in the form of a labeled SFPT. All images will include a checksum to insure integrity of file. FTP site should be able to be connected from any common FTP software. CONTRACTOR will work with the county MIS division to ensure selected method of transfer functions as intended. Each project will have its own username and password. All usernames will be coordinated with the MIS division.

xii. All electronic media made by the CONTRACTOR must be kept accountable and under reasonable security to prevent unauthorized release or access. All duplicated media shall be purged, degaussed or securely overwritten and any printouts and non-erasable media shall be returned to Clay County.

xiii. All materials will be picked-up and/or returned directly by the CONTRACTOR. Materials will not be picked-up and/or returned using an overnight via a 3rd party (i.e. Fed-Ex, UPS, courier service, etc.). The CONTRACTOR shall take all necessary precautions to insure against loss of materials and reproducibles at any time while in the contractor's possession. Proper control and handling must be maintained at all times to prevent any information required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed at the CONTRACTOR'S secured facility. CONTRACTOR will be required to show proof of identification at time of pick-up and delivery.

xiv. All originals should be returned to Clay County for verification and destruction. Under no circumstances should the originals be destroyed by the CONTRACTOR.

. All scanning\indexing must be done at the designated contractor facility and cannot be subcontracted without the County's permission.

b. File Folder Naming

Each individual file folder and its specific coordinating documents will be named accordingly. This should include some kind of agreed upon identifier for each box scanned.

c. Indexing Requirements

The CONTRACTOR will create a text file with indexing information. File will be in a comma delimited format. Each project will have its fields identified for scanning. Each file will contain at a minimum the file name, and at least one additional field.

d. Packing Re-assembly Requirements

The furnished originals will be re-boxed and re-packed in the order received and returned in the original container.

e. Distribution

Hardcopies will be picked up and delivered (two times per week) to the designated department contact.

f. Confidentiality

CONTRACTOR must certify that they are compliant with all Federal and State Regulations in regards to confidentiality of documents including HIPPA and Patient Protection and Affordable Care Act.

2. TERM

AGREEMENT will be for an initial term of 24 months, commencing on February 1, 2016, and terminating on January 31, 2018, with the option to renew for two one year periods.

3. COMPENSATION AND METHOD OF PAYMENT

The COUNTY agrees to pay the CONTRACTOR for services rendered based upon the following costs:

Description	Qty for Bid	Unit Cost per Image
8x11 B/W Scan	60,000	0.045
8x11 Color Scan	10,000	0.045
11x17 B\W Scan	20,000	0.045
11x17 Color Scan	2,500	0.045
24x26 B\W Scan	10,000	0.46
24x36 Color Scan	1,000	0.47
36x44 B\W Scan	2,000	0.46
36x44 Color Scan	200	0.47
Pickup and Return per Trip	100	28
Indexing of file (Max 6 fields)	105,700	0.007

The CONTRACTOR shall invoice the COUNTY within thirty (30) working days following completion of the service for the month. The COUNTY will compensate the CONTRACTOR on a monthly basis.

4. PUBLIC RECORDS LAW

The CONTRACTOR (as used herein, the term "CONTRACTOR" means the vendor or other party in the Agreement or Contract providing construction, labor, materials, professional services, and/or equipment to the COUNTY hereunder; the term "COUNTY" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement or Contract identifying such entity), acknowledges the COUNTY'S obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The CONTRACTOR acknowledges that the COUNTY is required to comply with the Public Records Laws in the handling of the materials created under this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the CONTRACTOR covenants to comply with Public Records Laws, and in particular to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement or Contract;

b. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,

d. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the Agreement or Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a material breach of this Agreement or Contract, for which the COUNTY may terminate this Agreement or Contract immediately upon written notice to the CONTRACTOR.

[THE REMAINEDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first written above.

ImageStoreHouse, LLC
8131 Baymeadows Circle West
Suite 202
Jacksonville, FL 32256

By: _____

RAMI RAWDAH
(PRINT NAME)

CLAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Diane Hutchings, Chairman

Date 1/26/16

ATTEST FOR CLAY COUNTY:

_____
S.C. Kopelousos, County Manager and Clerk of the Board of County Commissioners

Exhibit B

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at $0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders

requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

COUNTY:

ATTEST FOR CLAY COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

S. C. Kopelousos
County Manager and Clerk of the Board of County Commissioners

By: Diane Hutchings
Diane Hutchings
Its Chairman

CONTRACTOR:

By:

(Corporate Seal)

Its CEO President

Exhibit B

FIRST AMENDMENT AND MODIFICATION TO
AGREEMENT #15/16-52
DOCUMENT SCANNING SERVICES

THIS FIRST AMENDMENT AND MODIFICATION TO AGREEMENT 15/16-52 is entered into this 22nd day of November, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Image Store House, LLC (hereinafter referred to as the CONTRACTOR), whose address is 8131 Baymeadows Circle West, Suite 202, Jacksonville, FL 32256.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated January 26th, 2016, designated by the COUNTY as Agreement 15/16-52, (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto and incorporated herein, whereby the CONTRACTOR agreed to provide to the COUNTY document scanning services as specified in the AGREEMENT; and

WHEREAS, the parties wish to add additional services to the pricing list as further described in Exhibit A

WHEREAS, this First Amendment and Modification shall have the effective date as that of the original Agreement.

WHEREAS, the parties hereto desire to execute this First Amendment and Modification to the AGREEMENT.

NOW THEREFORE, the parties agree as follows:

1. The parties hereto agree to add the additional services as described in Exhibit A, for document imaging services, to those services set forth in Section 3, Compensation and Method of Payment, of the AGREEMENT.

2. Except as modified under Section 3, Compensation and Method of Payment hereof, the original terms and conditions of the AGREEMENT remain in full force and effect during the AGREEMENT period.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Modification to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

ImageStoreHouse, LLC.

By: _____

Print Name: RAMI RAWDAH

CLAY COUNTY, a political subdivision of the State of Florida, by and through it's Board of County Commissioners

_____
Diane Hutchings, Chairman

ATTEST:

_____
S. C. Kopelousos, County Manager and
Clerk of the Board of County Commissioners

Exhibit A – Modification to Compensation Table

Existing Table of Rates

Description	Qty for Bid	Unit Cost per Image
8x11 B/W Scan	60,000	0.045
8x11 Color Scan	10,000	0.045
11x17 B\W Scan	20,000	0.045
11x17 Color Scan	2,500	0.045
24x26 B\W Scan	10,000	0.46
24x36 Color Scan	1,000	0.47
36x44 B\W Scan	2,000	0.46
36x44 Color Scan	200	0.47
Pickup and Return per Trip	100	28
Indexing of file (Max 6 fields)	105,700	0.007

Additions

Description	Details	Price
Repair of damaged drawings/documents	Taping of torn sections, frayed edges	$0.17 / Page
Scanning of damaged documents	Require major restoration, custom document sheet scanning	$1.45 / Page
Administrative Task	Administrative items such as: boxing files merging documents	$17 / hour

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at $0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of $1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;
(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;
(ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
(iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
(iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

County:

ATTEST FOR CLAY COUNTY:

Clay County, a political subdivision of the State of Florida, by its Board of County Commissioners

SCKopelousos

S. C. Kopelousos, County Manager and Clerk of the Board of County Commissioners

By: _____
Gavin Rollins
Its Chairman

Contractor Name: ImageStoreHouse, LLC.

(Corporate Seal)

By: _____

Printed Name: RAMI RAWDAH

Title: CEO

\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-4b

Form date 06-15-17

Composite Exhibit C

Scrutinized Companies Certification

[Clay County: First Renewal to Agreement/Contract #15/16-52]
INSERT PROJECT NAME

Name of Company:[1] IMAGESTOREHOUSE, LLC.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

ImageStoreHouse, LLC.

(Seal)

By: RAMI RAWDAH

Its CEO

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.