

CONTRACT

DINWIDDIE COUNTY ONLINE RECORDS RETRIEVAL SYSTEM, CIRCUIT COURT

The Agreement is made this 20th day of August 2019, by and between **Courthouse Computer Systems**, of 50101 Governor's Drive, Suite 130, Chapel Hill, North Carolina 27517 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for an online records retrieval system for the Dinwiddie County Circuit Court; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best offer and best value; and

WHEREAS, County has selected Contractor to provide an online records retrieval system, according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 19-052919 including any addenda and (3) Contractor's proposal dated June 18, 2019. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to complete Phase 1 no later than December 31, 2019. Phase 1 consists of all Land Tax Book Records that are currently located on the County website.

The County may, at any time, expand the services beyond Phase 1 by issuing an approved Purchase Order.

3. **Term of Contract.** After the initial phase of the project is complete and the system is in "go-live" status, the contractor shall provide annual maintenance and support for a minimum period of twelve (12) months. The County has the option to renew annually under the terms, conditions and unit pricing of the original contract until (1) either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew or (2) the system is no longer being used. Price increases, if any, shall may be negotiated at time of renewal and in accordance with CPI. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors.

4. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the following unit prices, (the “Contract Price”):

Description	Cost
Implementation and Setup for First Index Type / Historical Document Set	No Charge
Implementation and Setup for additional record types	\$1,000 per record type
<u>Scanning</u>	
Traditional Index Books – Legal size or smaller and loose-leaf (up to 500 pages)	\$200 per book
Traditional Index Books – Large and loose-leaf (up to 500 pages)	\$450 per book
Bound Index Books (up to 500 pages)	\$650 per book
Letter or Legal Sized Loose Leaf Document Book up to 900 pages	\$100
<u>Indexing and Categorizing</u>	
Online Index Book Style - Making images of Land Records Books electronically retrievable by Name, District and Year	\$0.75 per page per book
Consolidated Index Style - Indexing documents to make them database searchable	\$0.33 per index entry
<u>Annual Maintenance and Support</u> - Includes search capabilities	
First Record Type	\$5,000 per year
Books of any record type beyond first record type (up to 75 books)	Additional \$5,000 per year
Books beyond first record type (greater than 75 books)	Negotiable
Software Customization	\$125 per hour
Automatic detection and redaction of sensitive information	\$0.015 per image
Specialty circumstances or documents that do not meet the above classifications can be addresses on a time and materials basis	\$30.00 per hour

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

5. **Additional Users/Cooperative Procurement.** If authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor’s responsibility to notify the jurisdiction/public bodies of the availability of contract.
6. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Charles A. Roederer, III
County Administrator	Courthouse Computer Systems, Inc.
P. O. Drawer 70	50101 Governor’s Drive, Suite 130
Dinwiddie, Virginia 23841	Chapel Hill, North Carolina 27517

(804) 469-4500
accounting@dinwiddieva.us

(855) 268-7848
Charlie@CourthouseComputerSystems.com

7. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.
8. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
9. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
10. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Courthouse Computer Systems, Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Approved as to form:

Department Approval:

Legal Counsel

Barrett Chappell, Circuit Court Clerk