

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Brenda Huntingford, AUDITOR

DATE: November 6, 2023

RE: AGREEMENT re: Digitally Scan Fee and Cash Books; No Funds Needed; Jefferson County Auditor; Aegis Land Title Group LLC

STATEMENT OF ISSUE:

Aegis Land Title Group is in the business of Title and Escrow services in Washington State and has recently purchased historical documents from Washington State Archives. Jefferson County Auditor has a collection of "Fee and Cash" books that references both "Volume and Page" as well as "Auditor File Number". Aegis Land Title Group would like to digitally scan these books which would provide them with the necessary translation to location record documents which would benefit both the Title Company and Jefferson County Auditor. This is a one-time agreement to be completed in December 2023.

ANALYSIS:

Aegis Land Title Group will provide staff and digital scanning equipment to scan the thirty-five (35) Fee and Cash Books located in the Jefferson County Auditor's vault at no expense to Jefferson County Auditor. Upon completion, the digital images will be provided to Jefferson County Auditor and a complete copy of the digital images will be retained by Aegis Land Title Group.

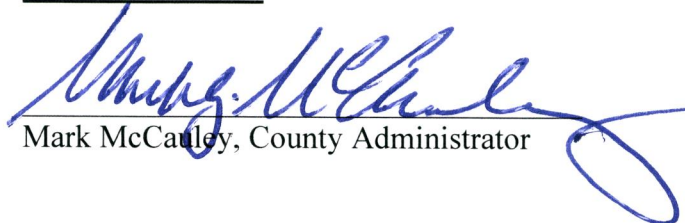
FISCAL IMPACT:

None

RECOMMENDATION:

Recommend approval of this agreement.

REVIEWED BY:


Mark McCauley, County Administrator

Date 10/30/23

SCANNING AGREEMENT

This Scanning Agreement is made and entered into by and between Aegis Land Title Group, LLC (UBI Number:603 463 556, "Aegis Land Title Group") and Jefferson County, Washington ("Jefferson County").

RECITALS

Whereas Aegis Land Title Group is in the business of Title and Escrow services in Washington State and has recently purchased historical documents from the Washington State Archives. Many of the archived document's reference "Volume and Page", rather than the "Auditor File Number".

Whereas the Jefferson County Auditor has a collection of "Fee and Cash" books that references both "Volume and Page" as well as "Auditor File Number". Said "Fee and Cash" books being proposed to scan consist of the following:

1. Books 1 – 7 page size 8 x 13 1/2 are small books (Book 2 was skipped, no missing dates).
2. Books 8 – 36 page size 18 x 15 3/4 large books.

Whereas Aegis Land Title Group would like to digitally scan these books which would provide them with the necessary translation to location record documents.

Whereas Aegis Land Title Group has access to scanning equipment and staff to scan said "Fee and Cash" book for mutual benefit providing the completed digital images to the Jefferson County Auditor and, equally retaining a copy of the completed digital images of said "Fee and Cash" books.

AGREEMENT

Now, therefore, in consider of the mutual benefits to be derived here from, both Aegis Land Title Group and Jefferson County agree as follows:

1. **Purpose.** The purpose of this Agreement is for Aegis Land Title Group to scan the Fee and Cash Books described above for its use and, in exchange, provide all the scanned images to the Jefferson County Auditor for use by Jefferson County.
2. **Equipment and Staff.** Aegis Land Title Group will, during the month of December 2023, provide the necessary scanning equipment and staff at the Jefferson County Auditor's office between the hours of 9:00 am to 4:30 p.m.
3. **Completion of Scanning.** It is estimated that the entirety of the propose 35 books will be completed in the month of December 2023, barring un-foreseen events. Should the time period take longer than the month of December, Aegis Land Title Group and the Jefferson County Auditor will agree to additional time for scanning that will not affect Jefferson County Auditor's needs during their elections periods.
4. **Scanned Images.** Upon completion scanning the "Fee and Cash" book, a complete copy of the digital images will be provided to Jefferson County Auditor and, equally a complete copy of the digital images will be retained by Aegis Land Title Group.
5. **Access.** The Jefferson County Auditor will provide Aegis Land Title Group electricity and necessary room to operate the scanning equipment either in their vault or their empty office located immediately adjacent to the vault.
6. **No Cost to Jefferson County.** Aegis Land Title Group will provide staff and digital scanning equipment to scan the proposed 35 books referenced herein at no expense to Jefferson County Auditor.
7. **Termination.** This Agreement may be terminated by either party upon giving 30-days written notice.
8. **Independent Contractor.** Aegis Land Title Group is an independent contractor regarding the services provided under this Agreement. Aegis Land Title Group is not as an agent, an employee or a servant of Jefferson County. Aegis Land Title Group specifically has the right to direct and control Aegis Land Title

Group's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Aegis Land Title Group shall perform the contracted work. Aegis Land Title Group acknowledges that the entire compensation for this Agreement is in the compensation provisions of this Agreement and Aegis Land Title Group is not entitled to any County benefits, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. Aegis Land Title Group agrees to file all necessary governmental documents, including tax returns, reflecting income status as an independent contractor for services rendered to Jefferson County under this Agreement.

9. **Mutual Indemnity.** For its comparative liability, each party agrees to indemnify, defend and hold the other party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers (and their marital communities). A party shall not be required to indemnify, defend, or hold the other party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each party and its officers, officials, employees, agents or volunteers. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by its own employees directly against that party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.
10. **Binding on Successors, Heirs and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
11. **No Assignment.** Neither party shall sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the other party.
12. **No Third-party Beneficiaries.** The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is to benefit any person or entity who is not a party.
13. **Modification of this Agreement.** This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties. The Jefferson County Auditor is hereby delegated the authority to enter into written modifications of this Agreement.
14. **Signature in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. **Facsimile and Electronic Signatures.** The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

16. **Arms-Length Negotiations.** The parties agree this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
17. **Public Records Act.** Notwithstanding any provisions of this Agreement to the contrary, Aegis Land Title Group agrees that upon receipt of any written public records request, Aegis Land Title Group shall, within two business days, notify Jefferson County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).
18. **Entire Agreement.** This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that: (a) No representation or promise not contained in this Agreement has been made; (b) They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement; and, (c) This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
19. **No Severability.** The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.
20. **Disputes.** The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the Jefferson County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington. Aegis Land Title Group consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. **Effective Date:** This Agreement shall be effective on the date the last party signs it.

(SIGNATURES FOLLOW ON NEXT PAGE)

Dated this _____ day of _____, 2023

JEFFERSON COUNTY AUDITOR

By: _____
Brenda Huntingford, Auditor DATE

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

By: _____
Kate Dean, Chair DATE

By: _____
Greg Brotherton, Commissioner DATE

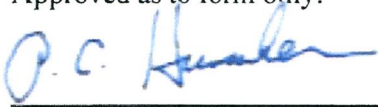
By: _____
Heidi Eisenhour, Commissioner DATE

SEAL:

ATTEST:

Carolyn Galloway, CMC DATE
Clerk of the Board

Approved as to form only:

 _____
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

AEGIS LAND TITLE GROUP, LLC

By: _____
Signature

Name: _____

Title: _____

Date: _____