

10/003570

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT FOR
MICROFILMING AND SCANNING SERVICES FOR THE REGISTER OF DEEDS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., by which Lancaster County, Nebraska will provide certain microfilming and scanning services for the Sarpy County Register of Deeds; and,

WHEREAS, said agreement will allow the Register of Deeds to fulfill the duties of the Office at a savings to the taxpayers of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Interlocal Cooperation Agreement with Lancaster County, Nebraska for microfilming and scanning services for the Sarpy County Register of Deeds, a copy of which is attached hereto, is hereby approved, and the Chair and the Clerk are authorized to sign the same.

DATED this 26th day of January, 2010
Moved by Rich Jansen, seconded by Rusty Hoke, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

<u>Rusty Hoke</u>	<u>none</u>	<u>none</u>
<u>Rich Jansen</u>	_____	_____
<u>Tom Jones</u>	_____	_____
<u>Tom Rickard</u>	_____	_____
<u>Patrick J. Thomas</u>	_____	_____

ABSTAIN:

none

Approved as to form:

Debra J. Hugg
County Clerk



Michael J. [Signature]
Deputy County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contracts Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

November 15, 2010

City of Lincoln Purchasing Department
Mr. Vince Mejer
440 S. 84th Street, Ste. 200
Lincoln, NE 68508

Dear Vince,

Sarpy County currently has an Interlocal Agreement with Lancaster County for Microfilming and Scanning Services for the Register of Deeds. This agreement is for a term of February 9, 2010 until February 8, 2011. Per Section 1 - Length the Agreement may be renewed for one (1) year terms with expressed written consent of both parties. Please consider this notice our intent to renew the Agreement for an additional one (1) year term.

If you are not the appropriate contact, please forward as you see fit. Should you have any questions or comments you may contact me at the number listed above or bcunard@sarpy.com.

Sincerely,

Beth Cunard

Cc: Lloyd Dowding
Deb Houghtaling

RECEIVED

FEB 03 2010 2010-026

LANCASTER COUNTY CLERK

AGREEMENT

THIS AGREEMENT is entered into by and between the County of Sarpy, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "Sarpy County," and the County of Lancaster, Nebraska hereinafter referred to as "Lancaster County."

WHEREAS, Sarpy County is desirous of obtaining microfilm imaging services; and

WHEREAS, the Records Management Department of Lancaster County is qualified with the necessary skills, expertise and experience to provide Sarpy County with said services; and

WHEREAS, Sarpy County desires to contract with Lancaster County for the microfilm imaging services of the Records Management Department of Lancaster County; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County is willing to contract for the rendition of such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Length. The length of this Agreement shall be one (1) year from the date of execution. The Contract shall be renewable for a one (1) year term upon the express written consent of both parties.
2. Purpose. The purpose of this Agreement is to provide Sarpy County with various microfilming and scanning services of the Records Management Department of Lancaster County.
3. Responsibilities. Sarpy County shall send images to the Lincoln/Lancaster County ftp site using an identification number and password supplied by the County. The Lancaster County Records Management Department shall perform and provide various microfilming and scanning services. The specific microfilming and scanning services and duties include the services listed in Attachment "A", which is attached hereto and hereby incorporated by this reference.
4. Compensation. Sarpy County shall pay Lancaster County for microfilm imaging services at a rate of \$0.023 per image plus the actual shipping cost, as set forth in Attachment "A". Such compensation will be paid by Sarpy County upon presentation of a statement for

reimbursement and documentation that services have been provided pursuant to this Agreement.

5. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of Sarpy County shall not be deemed to be employees of Lancaster County and employees of Lancaster County shall not be deemed to be employees of Sarpy County. Sarpy County and Lancaster County shall be responsible to their respective employees for all salaries and benefits. Neither Sarpy County's employees nor Lancaster County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. Sarpy County and Lancaster County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

6. Assignment. Neither Lancaster County nor Sarpy County shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7. Hold Harmless. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9. Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither Lancaster County nor Sarpy County shall discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10. Termination. This Agreement may be terminated at any time and for any reason by either party giving thirty (30) days written notice.

11. Employee Verification. In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

12. The parties hereby agree that this agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.

13. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED on this 9th day of February, 2010, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

By:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPROVED AS TO FORM:

This 9 day of February, 2010.

[Signature]
Deputy County Attorney
for GARY E. LACEY
County Attorney

EXECUTED on this 26th day of January, 2010, by Sarpy County, Nebraska.

SARPY COUNTY, NEBRASKA,

By: Jon Jones
Chairman
Title

Approved as to form:

[Signature]
County Attorney

ATTACHMENT A

Document Archive Writer (DAW) Filming Procedures for Sarpy County

Sarpy County Responsibilities:

1. Image Delivery

Sarpy County will send images to the Lincoln/Lancaster County ftp site using an ID and password supplied by Lancaster County.

2. Payment for Services

Sarpy County will be pay \$0.023 per image + actual shipping costs to cover the microfilming services.

Lancaster County Responsibilities:

1. Filming Procedures

Lancaster County will write scanned images in comic mode to 16mm film at a 32:1 reduction ratio. Lancaster County will film each document in file name order in which they are provided by Sarpy County. Lancaster County will create proper targets for the microfilm.

2. Laboratory

Lancaster County will develop each roll of film as each roll is completed.

3. Inspection

Lancaster County will check the original to see that it meets state standards. Lancaster County will add retakes to each roll of film as necessary.

4. Labeling

Lancaster County will label the original roll of film according to state micrographics standards using information supplied by Sarpy County including the document type, range of the dates, and range of records contained on the roll.

5. Billing

Sarpy County will be charged \$0.023 per image + actual shipping costs to cover the microfilming services.

MEMORANDUM

TO: Sarpy County Board.
CC: Brian Hanson

FROM: Lloyd J. Dowding, Register of Deeds

SUBJECT: Resolution of Agreement with Lancaster County

DATE: January 19, 2010

The Sarpy County Register of Deeds has been in contact with Lancaster County, Nebraska, Records Management Department. The purpose of the contact was to determine if we could work out a system in which they could provide us with a microfilming process that could ultimately provide a savings to Sarpy County. After discussion with them, the legal department of Lancaster County provided us an agreement, which our legal department has reviewed and approved. A resolution has been prepared and is being submitted to you for your approval and signage.

With this process in place we would anticipate a considerable saving in tax dollars in the Register of Deeds present and future budgets. Having Lancaster County Records Management Department process our microfilm and utilizing the Sarpy County Clerks Records Management Department to re-develop our records scanning operation, I believe we will save approximately \$45,000.00 or more in annual expenses.