

BOARD OF 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 THIS BOARD OF COUNTY 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.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 24th day of January, 2012.



Sarpy County Board Chairman

ATTEST:





Sarpy 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 2007), 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 one (1) year terms upon the expressed 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 expressed 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 expressed 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 term 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, County 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. County 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. County 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 10 day of January, 2012, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By:

Deb Schorr
Chairman

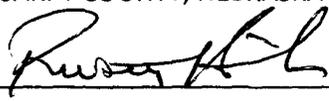
APPROVED AS TO FORM:

This 10 day of January, 2012

Battany Johnson
Deputy County Attorney

EXECUTED on this 24th day of January, 2012, by Sarpy County, Nebraska.

BY THE BOARD OF COUNTY COMMISSIONERS
OF SARPY COUNTY, NEBRASKA

By:  1/24/12
Chairman

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 pay \$0.023 per image plus 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 plus actual shipping costs to cover the microfilming services.

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, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

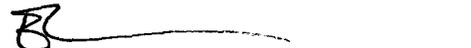
To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Microfilm Services

Since January, 2010 the Register of Deeds Office has held an Interlocal Cooperation Agreement with Lancaster County for various microfilming and scanning services. This agreement has worked well and is recommended for approval.

January 17, 2012


Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Lloyd Dowding

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

January 26, 2012

Angela Zocholl
Lancaster County Clerk
555 S. 10th Street, Rm 108
Lincoln NE 68508

Re: Microfilming and Scanning Services Agreement for Register of Deeds

Enclosed is an original of the subject agreement which has been approved by the Sarpy County Board and signed by the Chairman on January 24, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large, looping initial "D".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DJH/kk