

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

14/000112

RESOLUTION APPROVING AGREEMENT WITH TRANSIT WORKS FOR GPS DATA SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a contract for global positioning data services with Transit Works, as outlined in the proposed agreement attached hereto as Attachment "A" and the quote from Transit Works attached hereto as Attachment "B"; and,

WHEREAS, entering into the contract for services with Transit Works is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the agreement with Transit Works, referenced as Attachments A and B, copies of which are attached.

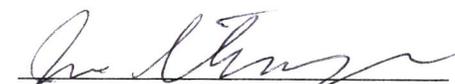
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the county Clerk, is hereby authorized to sign on behalf of this Board the agreement with Transit Works and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 14th day of January, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Transit Works Agreement

Sarpy County has been working with Transit Works to develop a base reference station for Public Works surveying projects. This will be very beneficial for the County as it will reduce errors in having surveyors set up a base station prior to each survey job and creates one reference point for all County surveying projects. Transit Works has worked with Information Systems to set up a server and Facilities Management to set up an antenna on the Courthouse. The total fee is \$1,200 annually per reference station. At this time Public Works is anticipating using only one reference station.

January 10, 2014

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson

TRANSIT WORKS
6000 S 58th St Suite A, Lincoln, NE 68516
402.421.6100 - Fax: 402.421.7395
Email: transitworks@windstream.net

Name: Mike Sharp
Company: Sarpy County Engineer
Address: 15100 S 84th St
 Papillion, NE 68046

Phone #: 402-537-6909
Fax #: 402-339-6555
Email: msharp@sarpy.com

Subject: GPS Services

Date	1/8/2014
Availability	
Terms	
Shipped Via	
Quoted By	David Hoffart

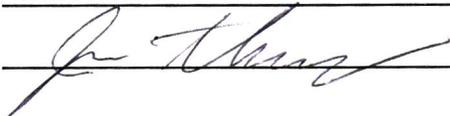
We are pleased to offer the following quotation for your consideration:

Item	Qty	Stock #	Description	Unit	Price	Ext Price
1	1	GPS SERVICES	Utilize Transit Works Reference Station Data (Annual Fee) Proposed Start Date is January 21, 2014 ("Agreement for Access " is Attached for Signature)	Ea	\$ 1,200.00	\$ 1,200.00
Sub-Total						
Shipping						
Sales Tax						
Total						

Thank you for this opportunity to provide a quotation. If you have any questions, please call me at 402-421-6100 or fax me at 402-421-7395.

Prepared By: David Hoffart

1/8/2014

Accepted By: 

1/14/14

Agreement for Access to and Use of Transit Works Reference Station

THIS AGREEMENT is made and entered into effective as of the date listed below (“Effective Date”), by and between Transit Works (“Provider”) and Sarpy County (“County”).

1. County, in consideration for county access to and/or use of the Transit Works Reference Station (hereinafter “TWRS”), a real-time global positioning system reference station intended to provide spatial information to a diverse county community, the services thereof and any data created by or passing there through the “TWRS”, agrees that County access to and/or use of “TWRS” is subject to the following terms and conditions:
2. Use of the “TWRS” is at County’s sole risk. The “TWRS” is provided on an “as is” basis; it is County’s sole responsibility to determine the quality, accuracy or suitability of the “TWRS” for County intended purpose. Transit Works, and its officers, employees, agents, Transit Works, or third-party service providers (hereinafter “Provider”) do not represent, promise, or warrant that the “TWRS” is or will be free from defects or that uninterrupted access to or use of the “TWRS” is or will be available. Provider makes no representations or warranties as to the accuracy or integrity of the “TWRS”. Provider makes no warranties, express or implied, that the “TWRS” is fit for any particular purpose. Provider makes no representations or warranties, express or implied, that the “TWRS” meets any applicable law, rule, regulation or standard, or that “TWRS” meets any applicable law, rule, regulation or standard for accuracy or precision. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE “TWRS”, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
3. County expressly releases and agrees to defend, indemnify, and hold harmless Provider from and against claims and expenses, arising out of or related in any way to County access to or use of the “TWRS”, in reference to any claim however caused and on any theory of liability, including but not limited to contract, strict liability, or tort (including but not limited to negligence), and including but not limited to losses or damages arising out of or related in any way to mistakes, omissions, interruptions, losses of data or files, errors, defects, viruses, delays in operation or transmission, failures, suspension, termination, or modification of the “TWRS” or access to the “TWRS”.
4. 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. 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.

5. County represents and warrants that County has requested use of the "TWRS" for County own use, and not for the use of any third party. County represents and warrants that County is proficient in the use of GPS systems of the type useable with the "TWRS" and will independently assess the accuracy and value of any data derived from the "TWRS". County represents and warrants that County will comply with all laws, codes, rules, and regulations relating to County use of the "TWRS", and that County has obtained all necessary licenses, permits, training and authorizations necessary for access or use of the "TWRS". County will not access or use "TWRS" for any unlawful purpose.
6. To facilitate access to the "TWRS", County will be given information, including a county name, password, and the Internet Protocol (IP) address of the "TWRS". County agrees to keep this information confidential and agrees County will not disclose this information to any third party. County agrees that County will maintain as confidential usage information regarding "TWRS" positioning data, and any other data obtained by County through authorized use of the "TWRS", and that such information and data shall remain the exclusive property of Provider.
7. This Agreement constitutes the entire understanding between the parties relating to its subject matter. All negotiations, prior discussions, understandings and agreements heretofore had between the parties are merged in this contract.
8. County agrees that if any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.
9. Nothing contained in this Agreement is intended to, nor shall be construed to, create any rights in any third-party, or form the basis for any liability by Provider to any third-party.
10. This agreement shall be governed and construed in accordance with the laws of the State of Nebraska. County consents to personal jurisdiction in the State of Nebraska, and agrees that the Nebraska District Court for Lancaster County, Nebraska shall be the exclusive venue for any action arising from or related to this Agreement.
11. As used in this Agreement, "County" means any natural person accessing or using the "TWRS" via an authorized county name and password, his, her, or their heirs, beneficiaries, successors and assigns, and any entity on whose behalf the "TWRS" is accessed or used, its, his, hers, or their officers, employees, agents, directors, parents, subsidiaries, affiliates, shareholders, managers, members, partners, trustees, beneficiaries, successors and assigns.
12. This Agreement shall commence on the effective date of January 21, 2014 and shall continue until January 20, 2015 unless sooner terminated by either party according to this agreement ("Initial Term"). This Agreement shall automatically be renewed for successive 1 year periods ("Renewal Term"), unless either party shall provide

the other with written notice of its intent not to renew at least 30 days prior to the end of either the Initial Term or the Renewal Term, whichever is applicable.

13. This Agreement may be terminated at any time and for any reason by either party giving thirty (30) days written notice and any payment for service by County shall be prorated with any overpayment returned to County.
14. Transit Works agrees to comply with the residency verification requirements of Neb. Rev. State. §4-108 through §4-114. The Transit Works is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, U.S.C. 1324a, 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.

If Transit Works is an individual or sole proprietorship, the following applies:

- a. Transit Works must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - b. If Transit Works indicates on such attestation form that he or she is a qualified alien, Transit Works agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Transit Works's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Transit Works understands and agrees that lawful presence in the United States is required and Transit Works may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
15. In return for faithful and diligent rendering of services as set forth above, County agrees to pay to Transit Works the amount specified in Attachment "A", Transit Works fee quoted annual fee.
 16. Transit Works shall be fully responsible for the maintenance of the TWRS and shall contact Sarpy County Information Services in the event service or repair is required.

BY ACCESSING AND/OR USING THE "TWRS", COUNTY CONVEYS COUNTY KNOWING AND VOLUNTARY AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 1st day of

January, 2014.

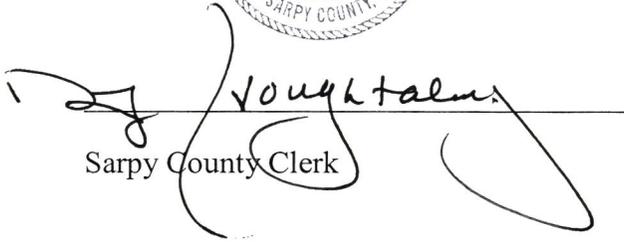
COUNTY OF SARPY, NEBRASKA,

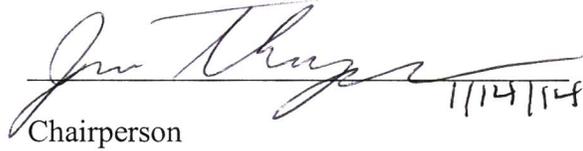
A body politic and corporate

(Seal)



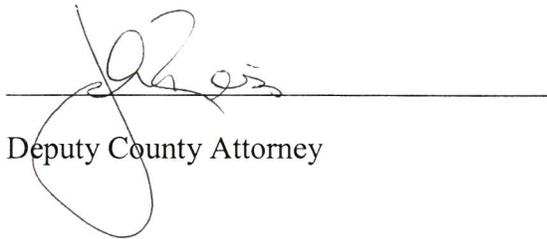
ATTEST:


Sarpy County Clerk

 1/14/14
Chairperson

Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Transit Works

By: 

Title: 