

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

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

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (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, an agreement has been previously approved 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, see Resolution 2010-026; and,

WHEREAS, said agreement will allow the Register of Deeds to fulfill the duties of the Office at a lower cost and is in the best interests of the citizens of Sarpy County; and,

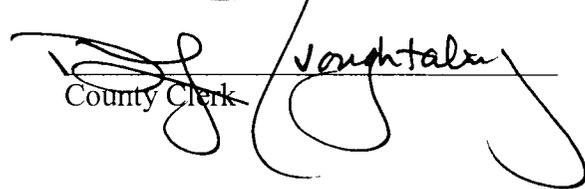
WHEREAS, said agreement may be renewed upon express written consent of both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the renewal of the Interlocal Cooperation Agreement for scanning and microfilming services with Lancaster County, Nebraska, a copy of which is attached, 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 applicable law on the 7th day of January 2014.




Sarpy County Board Chairman


County Clerk

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 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: Microfilm Services

Since January, 2010 the Register of Deeds Office has utilized Lancaster County Records Management Department for scanning and microfilm services. The current Interlocal Cooperation Agreement can be renewed with expressed written consent and therefore attached is an amendment to extend the agreement. Per the agreement, Sarpy agrees to pay Lancaster a rate of \$0.023 per image plus actual shipping costs. This rate has remained stable for the length of the contract and is very reasonable. Sarpy typically pays Lancaster around \$5,400 per year, which is far less than the salary and benefits for one staff person that was reduced when the contract was implemented. This agreement has worked well and is recommended for approval.

December 30, 2013

Beth Garber

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

RECEIVED
C-14-0030
JAN 13 2014
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 2012), 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 February 1, 2014 to January 31, 2015. 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.

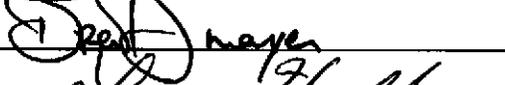
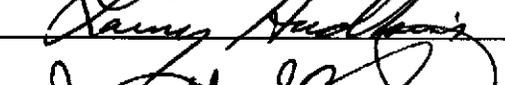
12. The parties hereby agree that this agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.

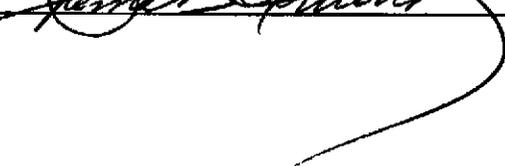
13. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED on this 21 day of January, 2014, by Lancaster County, Nebraska.

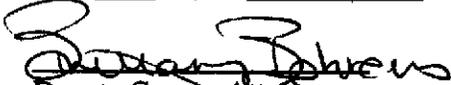
BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

By:



APPROVED AS TO FORM:
This 21 day of Jan, 2014.


Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED on this 7th day of January, 2014, by Sarpy County, Nebraska.

SARPY COUNTY, NEBRASKA,

By: 
Chairman
Title

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.