

GRANT AGREEMENT
Between
THE STATE OF NEBRASKA
And
LANCASTER COUNTY

THIS AGREEMENT is entered into between the Nebraska Commissioner of Labor (“Commissioner”) and LANCASTER COUNTY (“Lancaster County”), effective with the date of signature below.

WHEREAS, the Commissioner, pursuant to the authority granted by *Neb. Rev. Stat. §§48-622.01* (as amended) of the Nebraska Employment Security Law, wishes to enter into an Agreement for training grants pursuant to the Program Guidelines of the Nebraska Worker Training Program and the approved methods of administration of the Nebraska Training and Support Fund;

WHEREAS, Lancaster County has met all necessary grant application procedures; and that a project review and monitoring shall occur as per NWTB Program Guidelines; and

WHEREAS, Lancaster County has been approved by the Governor of the State of Nebraska as a successful grant applicant to receive proceeds from the Nebraska Training and Support Trust Fund; and

WHEREAS, Lancaster County is desirous of obtaining said funds in order to (1) encourage industry-based investment in human resources that enhance the productive capabilities and skill levels needed to enable workers to meet the challenges and participate in the high-performance workplace of the future; (2) promote the retention and expansion of the Nebraska workforce and employers; (3) develop program participants' marketable skills and competencies, increase earning power and result in secure jobs for those who successfully complete training; and (4) give priority to existing employees.

I - SERVICES / PRODUCT TO BE PROVIDED

Lancaster County hereby agrees to provide the services specified and follow the process and program outlined in the training grant application and subsequent documents submitted to the NWTB which served as the basis for its selection as a grant recipient. Said training grant application and all attachments and subsequent documents upon which the grant has been approved are attached hereto and made a part hereof as Attachment A.

Lancaster County hereby verifies receipt and review of the NWTB Program Guidelines prior to the execution of this Agreement. Lancaster County further agrees to comply with all terms and conditions set forth in the NWTB Program Guidelines, a copy of which is attached hereto and

made a part hereof as Attachment B.

II - COMMISSIONER'S DUTIES OR OBLIGATION

None of the work or services covered under this Agreement, unless otherwise specified in the approved grant application, shall be subcontracted without the prior written approval of the Commissioner.

III - RECORDS AND ACCOUNTS

Lancaster County shall maintain and shall permit any authorized representative of the Commissioner to inspect and copy those records that pertain to Lancaster County's performance and compliance with the terms, conditions, and provisions of this Agreement, and show that the funds are being utilized and expended appropriately in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during the normal business hours of Lancaster County, upon ten days' written notice.

Such records shall be retained for a period of four years from the termination of this Agreement and until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved.

Lancaster County acknowledges that payment of grant proceeds shall not be issued until completion of the proposed training and submission of the completed Grant Performance Review form. A copy of the Grant Performance Review form is attached hereto and made a part of as Attachment C.

IV - PUBLICATIONS

Lancaster County agrees to provide to the Commissioner one copy of any corporate publication, newsletter or print media article which mentions said grant, grant funds, training or other activities associated with receipt of these funds from the Nebraska Worker Training Program. Any corporate publication, newsletter, announcement or media release issued by Lancaster County referencing training or other activities associated with the receipt of these funds shall, where reasonably possible, acknowledge said grant from the Commissioner as a source of the funding used in providing such training or activity. The Commissioner has the right to publish the names of grant recipients.

V - WORK ENVIRONMENT

Lancaster County shall provide a safe and secure place of work for all individuals receiving or

providing training and shall maintain all legally required health and safety standards.

VI – COMPLIANCE NEB. REV. STAT. §§ 4-108 THROUGH 4-114 (LB 403)

A. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Lancaster County 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, 8 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.

B. ATTESTATION OF CITIZENSHIP OR QUALIFIED ALIEN STATUS

If Lancaster County is an individual or sole proprietorship, Lancaster County must complete the United States Citizenship Attestation Form, attached hereto. If Lancaster County indicates on such attestation form that he or she is a qualified alien, he/she agrees to provide the US Citizenship and Immigration Services documentation required to verify his/her lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Lancaster County understands and agrees that lawful presence in the United States is required and he/she may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

VII - FUNDING/PAYMENT

Receipt of grant proceeds shall be contingent upon compliance with performance standards and procedures set forth in the NWTB Program Guidelines and this agreement. At the sole discretion of the Commissioner, the amounts awarded under this Agreement may be adjusted to reflect actual training provided.

The total amount of grant funds awarded pursuant to this agreement is \$3,000.00. Use of these grant funds is limited to the approved training project. Approval of this amount does not obligate the Commissioner to the approval of additional funds for this training project. A separate application must be made for additional funds.

VIII - RESTRICTION ON USE OF FUNDS

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

IX - GRANT PROCEEDS

Any violation in the terms of this Agreement by Lancaster County may result in loss of any future payments hereunder and serious violations, such as fraud, misrepresentation or criminal acts, may require repayment for any and all amounts already received in addition to loss of any further payments.

X - TERM OF AGREEMENT

- A. The term of this Agreement shall be from the date of execution of this Agreement through 12/31/2018.
- B. The term of this Agreement may be extended upon the written agreement of the parties.

XI - TERMINATION OF AGREEMENT

This Agreement shall terminate upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by the Commissioner that funds are no longer available or appropriated.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. If Lancaster County is an individual or sole proprietor and his/her lawful presence in the United States cannot be verified as required by Neb. Rev. Stat. §4- 108.

E. Lancaster County provides false information regarding compliance with Article VI above.

F. Expiration of the term of this Agreement.

G. In the event of a default or violation of the terms of this Agreement by Lancaster County or failure to use the funds for only those purposes set forth herein, or failure by Lancaster County to make sufficient progress so as to endanger performance, the NWTB may:

1. Suspension: After ten business days' notice to Lancaster County, suspend this Agreement and prohibit Lancaster County from incurring additional obligations of funds, pending corrective action by Lancaster County or a decision to terminate.
2. Termination: Terminate this Agreement in whole or in part at any time before the date of completion whenever it is determined that Lancaster County has failed to comply with the terms and conditions of this Agreement. The NWTB shall promptly notify Lancaster County in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Lancaster County or recoveries by the NWTB under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Lancaster County shall return to NWTB all unencumbered funds. Further, any costs previously paid by the NWTB which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

XII - STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon the written agreement of the parties.

XIII - ASSIGNABILITY

Lancaster County shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement.

XIV - EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

Lancaster County acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

1. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act

of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.

2. Lancaster County and any of its subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
3. Lancaster County shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy. Lancaster County shall establish and provide proof of its drug free workplace policy. Failure to do so within ten days of the effective date of this Agreement may be just cause for termination of this Agreement by the Commissioner.

XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVI - CONFLICT OF INTEREST

No officer, employee, or agent of the Commissioner of the Nebraska Department of Labor (NDOL) who has or will participate in the selection or the award may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this Agreement.

XVII - ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XVIII - APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable city and county

ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XIX - CONTACT REPRESENTATIVES

The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be contact representatives of the parties:

NDOL:	LANCASTER COUNTY:
John H. Albin, Commissioner Nebraska Department of Labor <i>Attn:</i> Steve Porr, NWTB Coordinator 550 South 16th Street P.O. Box 94600 Lincoln, NE 68509-4600	CORI BEATTIE Lancaster County 555 S 10TH STREET SUITE 108 LINCOLN, NE 68508
Telephone: (402) 471-9977 FAX: (402) 471-3050	Telephone: (402) 441-7488 ext. FAX:

XX - PUBLIC RECORD STATEMENT

This Agreement and all records and documents relating to this grant will be treated as a public record.

Although this document is a public record, any information obtained or utilized in the monitoring and review process, outside of the scope of the initial application and grant application materials, shall be held confidential to the extent allowable by law except as is necessary for proper administration or enforcement of the law.

Grant application and monitoring information shall be held in the office of the administrator of the NWTB.

XXI - STAFFING

This Agreement does not create an employment relationship or establish other employment-related rights. The Commissioner shall retain all supervisory responsibility over the NDOL staff providing services required under this Agreement. NDOL services provided shall be scheduled during regular work hours, be subject to the NDOL's availability, and shall, in no event, limit or restrict the NDOL's ability to provide other essential services.

Personnel of Lancaster County and those providing training services are not and will not be considered employees of the NDOL or the State of Nebraska, nor will they be under the supervision of the NDOL. Lancaster County will provide proof of workers' compensation coverage for its employees. The NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of Lancaster County or those providing training services pursuant to the terms of the grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

.....
Date

FEB 0 2 2018

.....
JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

.....
Date

.....
Todd Wiltgen
LANCASTER COUNTY

PREPARED BY AND APPROVED
AS TO FORM AND CONTENT:

.....
KATIE S. THURBER, General Counsel
Nebraska Department of Labor

.....
Date

FEB 0 1 2018



DEPARTMENT OF LABOR

NEBRASKA WORKER TRAINING PROGRAM
 550 South 16th Street, Lincoln, NE 68509-4600
 Telephone: (402) 471-9977 • Fax: (402) 471-2022

Training Grant Application

Applicant Name: LANCASTER COUNTY Short Name: Lancaster County Nebraska UI Account Number: 0000335371 Federal Employment ID Number: 47-6006482 Mailing Address: 555 S 10TH STREET SUITE 108 LINCOLN, NE 68508	Contact Name and Title: CORI BEATTIE Phone Number: (402) 441-7488 Ext #: Fax Number: Email: CBEATTIE@LANCASTER.NE.GOV Business Size: <input type="checkbox"/> <100 <input type="checkbox"/> 100-499 <input checked="" type="checkbox"/> 500 or more Business Type: NONPROFIT
Project Name: CONTENT MANAGER EXPERT WEEK Address of Project Site: KIRKLAND, WASHINGTON Total Number of Workers to be Trained: 4 Total Average Hourly Wage: \$31.00 Total Average Hourly Wage After Training: \$31.00 Project Dates: 3/6/2018 to 3/9/2018 Training Provider Name: INFORMATION FIRST	
Summary of Project: Content Manager (CM) Expert Week is a four-day training event designed for administrators and power users of CM software. CM is a governance-based enterprise electronic records management system which allows for the capture and management of physical and electronic data including, but not limited to, paper documents, e-mail, audio and video files, etc. The system automatically applies retention and disposition rules according to predetermined retention schedules to assist the County in meeting regulatory compliance obligations. The CM Expert Week provides four Lancaster County employees to receive detail oriented, hands-on training with the Content Manager software that they have not been able to receive previously. Need and Purpose of Training: Since 2002, Lancaster County has been dedicated to increasing automation in order to enhance departmental productivity and to provide greater public transparency. The last formal training was offered in 2007. Since that time, there have been numerous software upgrades and technological changes with the Content Manager software. The local governing body recognizes the importance of maintaining and preserving accurate and historical records and supports the expanded usage of CM across County departments. These efforts will be maximized through this training opportunity by giving four administrator and records manager users the ability to bring their training back to Lancaster County to share with numerous other departments. This increases the overall knowledge base and productivity of Lancaster County's employees.	
Proposed Training Plan: Day 1: Power User Training. This day covers Searching, Advanced Searching, Record Creation, Record Maintenance and the Web Client. Other topics include modifying Desktop Layout, Alerts, User Labels and Document Queues Day 2 and 3: What's New in Content Manager 9.x? This day will follow our Administrator Training agenda with particular emphasis on all the new features in Content Manger – including Workflow, Advanced Disposition, Jurisdictions, Check In Styles and much more Day 4: Talk with an Expert. This is an informal day for attendees to bring their configuration questions and issues, encouraging interruptions and discussions. Services Provided by Training Provider: Information First is an information management consulting firm that is accredited, licensed and credentialed by Hewlett Packard and their associated vendors. This group currently provides Content Manager professional support services to Lancaster County. Services Provided by Training Provider Subcontractor(s) (if any): Goals and Outcome Measures: Our goal is to expand the number of Content Manager users from 129 to 175. This will increase department productivity and business continuity, enhance records compliance and reduce exposure to litigation and e-Discovery. In addition, we hope to increase digitization which will allow more government records to become accessible online, while decreasing costs by reducing the reliance on paper and physical storage space. Lastly, we hope to minimize the need for software consulting as those who attend the conference will be able to better assist with training and basic troubleshooting.	
Total Project Funds Requested: \$6,000.00	Budget Plan (Itemization) Attach a Line item Breakdown of Funds Requested and Matching Contribution
Total Matching Contribution: \$5,500.00	
COMPLIANCE REQUIREMENT WITH NEB. REV. STAT. §§4-108 THROUGH 4-114 (LB 403, Laws 2009)	
<p>■ The applicant is a business entity, other than an individual or sole proprietor. Applicant understands that it 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. For purposes of this Agreement, 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, 8 USC 1324a (known as the E-Verify Program) or an equivalent federal program designated by the US Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.</p> <p><input type="checkbox"/> The applicant is an individual or sole proprietor. For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:</p>	

I am a citizen of the United States.

-OR-

I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows:
_____. I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name: [first, middle, last]

Signature

Date

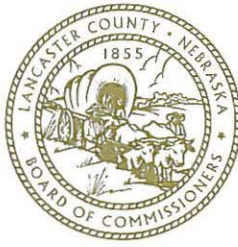
Attach a copy of documentation of the types of training, and the identity of the provider and subcontracting provider. Your application must include a signed copy of the provider contract, memorandum of agreement or letter of engagement. Failure to provide supporting documents will result in a decrease in points awarded, and may result in no grant award.

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities • TDD: (800) 833-7352

Information received is subject to public records requirements of *Neb. Rev. Stat. §84-712, et seq.*

(Rev. 11-26-12)



LANCASTER COUNTY BOARD OF COMMISSIONERS

Roma Amundson Jennifer Brinkman Deb Schorr Todd Wiltgen Bill Avery

Kerry Eagan, *Chief Administrative Officer*

Ann E. Ames, *Deputy Chief Administrative Officer*

December 29, 2017

Nebraska Worker Training Program
550 South 16th Street
Lincoln, NE 68509-4600

Dear Committee Members,

Lancaster County would like to send four employees to "Content Manager Expert Week" training in Kirkland, WA from March 6 – 9, 2018. This training is designed for administrators and power users of Content Manager software. Content Manager is a governance-based enterprise electronic records management system which allows for the capture and management of physical and electronic data. Since 2002, Lancaster County has been dedicated to increasing automation in order to find organizational efficiencies and provide greater public transparency through the Content Manager System.

This training is being provided by Information First - an information management consulting firm that is accredited, licensed and credentialed by Hewlett Packard and their associated vendors. The last formal training offered to Lancaster County was in 2007. Since that time, there have been numerous software upgrades and technological changes. The local governing body recognizes the importance of maintaining and preserving accurate and historical records and supports the expanded usage of Content Manager across County departments. It is important to note that this training is not offered in-state and Lancaster County is committed to attending the 2018 event.

By attending this training, four employees will be in a better position to help train new users and sustain the basic elements of the software well into the future. Our ultimate goals through this training are to expand the number of Lancaster County Content Manager users from 129 to 175, which will increase department productivity and business continuity, enhance records compliance and reduce exposure to litigation and e-Discovery. We also plan to share the training information with Sarpy County, Nebraska, who utilizes the same software, and possibly collaborate with other small towns and villages in Lancaster County. In addition to gaining a better functional understanding of the system, attendees will learn how to integrate the Content Manager software with new products, such as Microsoft 365 and SharePoint, and new devices like tablets and mobile phones, this will enable more employees to access digital records remotely. Lastly, we hope to minimize the need for costly software consulting, as those who attend the conference will be able to better assist with training and basic troubleshooting.

Thank you for considering this application to provide a unique training opportunity to Lancaster County.

Sincerely,

Todd Wiltgen, Chair

Lancaster County Board of Commissioners

Content Manager Expert Week

March 6 – 9, 2018

Kirkland, WA, USA

Come and join Information First staff in the City of Kirkland, Washington for an “expert week” in **Content Manager** (formerly **HP Records Manager / HP TRIM**). This 4-day event will include 1 day of Power User Training, 2 days of Administrator and ‘Delta’ Training (all those new features and changes), and 1 day to “talk with an expert” and other product demonstrations. There will also be an educational evening for networking and learning!

Day 1: Power User Training. This day covers Searching, Advanced Searching, Record Creation, Record Maintenance and the Web Client. Other topics include modifying Desktop Layout, Alerts, User Labels and Document Queues.

Day 2 and 3: What’s New in Content Manager 9.x? This day will follow our Administrator Training agenda with particular emphasis on all the new features in Content Manager – including Workflow, Advanced Disposition, Jurisdictions, Check In Styles and much more.

Day 4: Talk with an Expert. This is an informal day for attendees to bring their configuration questions and issues. We strongly encourage interruptions and discussions – this is YOUR DAY and WE ARE HERE FOR YOU!

Pricing:

- \$500 per day
 - Volume Discount: 15% off if you purchase all 4 days!
- EARLY BIRD PRICING: 5% off all orders if paid in full for before December 31, 2017
- *Special BLACK FRIDAY/CYBER MONDAY pricing to be announced on November 20th – watch social media for special pricing*

Full refund (less processing fees) if cancelled more than 20 business days before the first day of the event. Cancellations within 20 business days of the event can be used toward future training events or services. Food and Lodging is not included in above pricing. Special room rates may be available. Information First reserves the right to change or cancel Expert Week dates as required. All participants will be notified in advance of any changes. Upon registration and payment, a confirmation email will be forwarded to each participant. Changes to course participants are allowed, however, Information First must be notified prior to course commencement.

Email: education@info-first.com

Visit: info-first.com/education

Tweet: [@infocfirst1](https://twitter.com/infocfirst1)

Friend: facebook.com/InformationFirst

Watch: tinyurl.com/infocfirst



PROVIDER INFORMATION

Training provided by: Information First

Contact: Tamara Moore Hoagland
thoagland@info-first.com
502.552.5518

Beau Richards
brichards@info-first.com
905.442.6840

Address: 8605 Lenfant Place
Manassas, VA 20112

Services: Information First is a consulting firm that specializes in ECM, Document and Records Management, Business Process Management and Legacy Data Cleanup and File Analytics

Website: www.info-first.com
twitter.com/InfoFirst1

Information First, Inc.8605 Lenfant Pl.
Manassas, VA 20112**Invoice****Invoice #:** 2017-221**Invoice Date:** 12/20/2017**Due Date:** 12/20/2017**Project:** 2018 Q1 Trai...**P.O. Number:** Web form**Bill To:**Lancaster County
Attn: Cori Beattie
555 S. 10th Street
Lincoln, NE 68508

Description	Hours/Qty	Rate	Amount
Content Manager Training Camp - Kirkland (4 people, early bird & volume discount)	1	6,000.00	6,000.00

Contact John Lontos at jlontos@info-first.com with any questions.**Total** \$6,000.00**Payments/Credits** \$0.00**Balance Due** \$6,000.00

Phone #

855-693-2821

Budget Sheet

CONTENT MANAGER EXPERT WEEK

March 6-9, 2018

Kirkland, WA

Lancaster County would like to send four people to this training. The estimated budget breakdown is as follows:

Registration fees	\$6,000
Airfare	\$1,500
Lodging	\$2,000
Meals	\$600
Fares	\$100

In addition to these costs, the County will allocate approximately \$4,000 in in-kind dollars which covers the salaries of the four employees while they attend the training.

AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Lancaster, Nebraska, on behalf of the Lancaster County Clerk’s Office, hereinafter referred to as “County,” and Information First, Inc., hereinafter referred to as “Contractor.”

WHEREAS, the County is desirous of obtaining professional services to support record keeping using the Hewlett Packard Enterprise Records Manager (HPE RM) system;

WHEREAS, Contractor is an information governance solutions company that has experience supporting HPERM systems for county governments;

WHEREAS, the parties wish to enter into an Agreement whereby Contractor provides professional services to County;

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

- 1. TERM. The term of this Agreement shall be for six (6) months from the date of execution by all parties, unless terminated by either party pursuant to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party, but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of County until said work or services are completed and accepted. If Contractor breaches any provision of this Agreement, the County may, at its discretion, terminate the Agreement immediately upon written notice to Contractor. Termination or conclusion shall not extinguish the County’s duty to pay for services provided by Contractor to County prior to the date of termination or conclusion. The County shall have no duty to reimburse Contractor for any services not actually provided by Contractor to County. The following sections shall survive termination or conclusion of this Agreement: 8, 10, 11, 12, 13, and 15.
- 2. PURPOSE. The purpose of this Agreement is for Contractor to provide HPE RM support services to County.
- 3. SERVICES TO BE PROVIDED.
 - 3.1 The Contractor shall provide the following services on an as-needed basis:
 - 3.1.1 Server Tasks
 - 3.1.1.1 Workgroup Processing
 - 3.1.1.1.1 Monitor event processing
 - 3.1.1.1.2 Monitor server application/system logs

- 3.1.1.1.3 Monitor/Move HPE RM Audit Logs
- 3.1.1.2 Document Stores
 - 3.1.1.2.1. Create new document stores as needed
 - 3.1.1.2.2. Monitor/request space as needed
- 3.1.1.3 Optimize Production Environment
 - 3.1.1.3.1 Monitor and enhance performance
 - 3.1.1.3.2 Ensure system options set correctly
 - 3.1.1.3.3 Ensure audit options set optimally
 - 3.1.1.3.4 Suggest configuration changes based on best practices
- 3.1.2 Customer Assistance
 - 3.1.2.1 Troubleshoot issues
 - 3.1.2.2 Respond to requests for information
 - 3.1.2.3 Open tickets with HP as needed and facilitate resolution
 - 3.1.2.4 Change management support
- 3.1.3 System Maintenance
 - 3.1.3.1 Creation/Revision of configuration elements as needed:
 - 3.1.3.1.1 Classification Structures
 - 3.1.3.1.2 Record Types
 - 3.1.3.1.3 Locations
 - 3.1.3.1.4 Additional Fields
 - 3.1.3.1.5 Lookup sets
 - 3.1.3.1.6 Saved Searches
 - 3.1.3.1.7 Document Queues
- 3.1.4 Enhancements
 - 3.1.4.1. Configuration of HPE RM WebDrawer for public access to records
 - 3.1.4.2. Development of integrations to line of business applications
- 3.1.5 Additional Licenses or Support Renewals
 - 3.1.5.1 Purchase of additional HPE RM (or other) user licenses

3.1.5.2 Purchase of HPE RM annual support renewals

3.2 Invoices shall be submitted monthly from Contractor to County by the 15th of each month for services provided during the previous month, with Net 30 payment terms.

4. PAYMENTS AND REIMBURSEMENT.

4.1 Upon Contractor's timely submission of its monthly invoice, the County agrees:

4.1.1 To pay Contractor for services actually performed at the following rates:

4.1.1.1 HPE Records Manager consultant hours (3-9 years' HPE RM/TRIM experience): \$135 per hour.

4.1.1.2 Sr. HPE Records Manager consultant hours (10+ years' HPE RM/TRIM experience): \$150 per hour

4.1.1.3 Senior Application Developer hours: \$200 per hour.

4.1.1.4 Should travel be required or requested, actual costs shall be billed and the travel expenses shall be authorized by the customer project manager in advance.

4.2 The County shall not be responsible for the direct payment of any wages, insurance, or fringe benefits, including but not limited to, vacation, overtime, retirement benefits, works' compensation insurance, and unemployment insurance.

4.3 Total reimbursement to Contractor under this Agreement shall not exceed \$2,500 without prior written approval of Lancaster County Board of Commissioners.

5. PROJECT GOVERNANCE. The Project Management Team will be responsible for the day to day running of the project contemplated by this Agreement, and consists of Customer and Information First Project Managers. The members of this team will work together and be responsible for coordinating the resources of their respective organizations to meet the project timeframes. The Project Management Team consists of the following:

Project Managers for County: Alison Lotto
Cori Beattie

Project Manager for Contractor: Tamara Hoagland

The Project Team is responsible for carrying out tasks delegated by the Project Management Team. Members of the Project Team are outlined below, and are subject to change by negotiation between the parties. The Project Team consists of the following:

For County: Alison Lotto
Cori Beattie

For Contractor: Tamara Hoagland
Additional HPE RM Technical Support Consultant(s) as needed.

6. PROJECT DUTIES OF COUNTY. County shall:

- 6.1 Assign an internal project manager to manage all internal project resources
- 6.2 Provide copies of all internal training documentation. Should customized training material be required, Information First can provide additional consulting services based on the requirements.
- 6.3 Provide Information First with secure remote network access and HPE RM system, to include an account with Administrator permission within the HPE RM system.
- 6.3 Not upgrade County's HPE RM system during the term of this Agreement.

7. INDEPENDENT CONTRACTOR. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Provider shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Provider. Neither the Provider's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

8. HOLD HARMLESS. Each party agrees to indemnify 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. Information First shall not be held liable for any issues, outages or adverse performance resulting from these services not arising out of the negligence, or wrongful acts or omissions of Information First, or its principals, officers, or employees.

9. NON-DISCRIMINATION. The parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, General Assistance client, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

10. CONFIDENTIALITY.

10.1 Information First agrees to keep confidential all projects under this Agreement and all technical, product, business, financial, records, and other information regarding the business and software programs of County (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs documentation, marketing plans, customer identity, and business methods.

10.2 Information First shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party.

10.3 County agrees not to attempt to ascertain the source code of any Information First computer program by unauthorized access or review, reverse engineering, decompilation, disassembly, or any other technique or method.

10.4 Information First agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights of County and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

10.5 The provisions of this Article shall survive termination or expiration of this Agreement or any Project hereunder. County shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

11. OWNERSHIP.

11.1 Information First agrees that all projects developed during hours billed to County are works made for hire and shall belong exclusively to County and no rights thereto shall accrue in any manner to Information First. In addition, County shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the Projects. Information First does not have the right to use any Projects if Information First is not performing such services on behalf of County.

11.2 Information First agrees to execute all documents required by County to apply

for, register, perfect, obtain or enforce any ownership and intellectual property rights pertaining to a given Project. Any effort requested of Information First to support this effort will be at mutually agreeable rates.

12. RECORDS AND REPORTS.

12.1 Information First shall maintain complete and accurate records of the work performed hereunder, the amounts invoiced and hours worked. Such records shall be in accordance with standard accounting practices and shall include, but not be limited to, time sheets and receipts for reimbursable expenses.

12.2 Copies of the foregoing records and a status report in such detail as County shall reasonably require shall be furnished to County at such times and frequencies as County may from time to time request.

12.3 County shall have the right to inspect and audit Information First records at Information First's place of business during normal business hours at any time during the term of this Agreement and for a period of one (1) year thereafter, upon giving Information First thirty (30) days prior written notice.

13. USE OF COUNTY'S NAME. Information First shall not use County's name in any form of publicity or release to the public except with the specific approval in writing of County.

14. COUNTY'S FACILITIES. To the extent Information First has access to or uses the facilities or computer resources of County, Information First agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct.

15. NON-ASSIGNABLE. This Agreement cannot be assigned by the Provider without prior written permission from the Lancaster County Board of Commissioners. Any assignment shall be absolutely void.

16. GOVERNING LAW. The laws of the State of Nebraska, without respect to the conflict of law provisions thereof, shall govern the rights and obligations of the parties under this Agreement. Any claims, legal proceeding, or litigation arising in connection with this Agreement shall be brought exclusively in the State of Nebraska courts of Lancaster County, Nebraska, and both parties agree and consent to the personal and exclusive jurisdiction and venue thereof.

17. 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.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and

supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

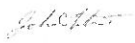
19. FOREBEARANCE NOT WAIVER. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.
20. E-VERIFY. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Contractor agrees to register with and use a federal immigration verification 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. § 1324b Contractor shall require any subcontractor to comply with the provisions of this section.
21. INSURANCE REQUIREMENTS: The Contractor shall carry insurance in the following kinds and minimum limits:
 - (a) Workers' Compensation Insurance: Contractor shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
 - (b) General Liability Insurance: Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
 - (c) Automotive Liability:

Bodily Injury & Property Damage \$1,000,000 Combined Single Limit

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the Contractor with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Contractor shall provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

EXECUTED this 29th day of August, 2016, by the Contractor.

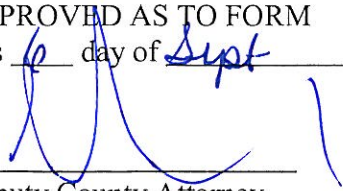
By: John Lontos 

Title: President

EXECUTED this 6 day of Sept, 2016, by Lancaster County, Nebraska.

By: Toda W. Widge
Roma Amundson, Chair
Lancaster County Board of
Commissioners

APPROVED AS TO FORM
this 6 day of Sept, 2016


Deputy County Attorney
for Joe Kelly
County Attorney

AMENDMENT

THIS AMENDMENT is made and entered by and between the County of Lancaster, Nebraska, on behalf of the Lancaster County Clerk's Office, hereinafter referred to as "County," and Information First, Inc., hereinafter referred to as "Contractor." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, on September 6, 2016, the Parties under County Contract No. C-16-0526 entered into a contract ("the Agreement") for the Contractor to provide to the County professional services to support the County's use of HPE RM for record keeping purposes;

WHEREAS, the Initial Term of the Agreement constituted a six-month period, from September 6, 2016, through March 5, 2017; and

WHEREAS, the Parties wish to extend the Agreement for a First Renewal Term of one year;

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

1. Section 1 of the Agreement shall be replaced with the following:

1. TERM. The Initial Term of this Agreement shall be for six (6) months from the date of execution by all parties, unless terminated by either party pursuant to this Agreement. Upon conclusion of the Initial Term, the parties agree that the Agreement shall continue for a First Renewal Term of one (1) year, from March 6, 2017, through March 5, 2018. Upon conclusion of the First Renewal Term, the parties may renew the Agreement for an Additional Renewal Term(s) upon mutual written consent of both parties. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party, but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of County until said work or services are completed and accepted. If Contractor breaches any provision of this Agreement, the County may, at its discretion, terminate the Agreement immediately upon written notice to Contractor. Termination or conclusion shall not extinguish the County's duty to pay for services provided by Contractor to County prior to the date of termination or conclusion. The County shall have no duty to reimburse Contractor for any services not actually provided by Contractor to County. The following sections shall survive termination or conclusion of this Agreement: 8, 10, 11, 12, 13, and 15.

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

EXECUTED this ____ day of _____, 2017, by the Contractor.

By: _____

Title: _____

EXECUTED this 25 day of July, 2017, by the County.

By: Todd Wiltgen
Todd Wiltgen, Chair
Lancaster County Board of
County Commissioners

APPROVED AS TO FORM
this 25 day of July, 2017

[Signature]
Deputy County Attorney
for Joe Kelly
County Attorney

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

EXECUTED this 13th day of July, 2017, by the Contractor.

By:  John Lontos

Title: President

EXECUTED this _____ day of _____, 2017, by the County.

By: _____
Todd Wiltgen, Chair
Lancaster County Board of
County Commissioners

APPROVED AS TO FORM
this _____ day of _____, 2017

Deputy County Attorney
for Joe Kelly
County Attorney

NEBRASKA WORKER TRAINING PROGRAM

ATTACHMENT B

GRANT AGREEMENT INSTRUCTIONS Agreement Awarding Training Grant

- 1. Agreement Awarding Training Grant:** Please provide signatures on page #8 as the Employer Representative. Return one completed copy (all 8 pages) along with a copy of your drug-free workplace policy.
- 2. Upon completion of training project:** Return the Grant Close-Out form and documentation verifying your training (roster & invoices). No check will be issued until all required documentation (signed copy of the agreement, Drug-free workplace policy, Grant Close-Out form, roster of employees trained and invoices related to training) is returned to the Worker Training Program.
- 3. Return all materials to**
NDOL.WTPHelp@nebraska.gov
Or Mail them to
Nebraska Department of Labor
ATTN: Worker Training Program
550 South 16th Street
Lincoln, NE 68509-4600

If you have any questions please contact the Worker Training Program office at:

NDOL.WTPHelp@nebraska.gov

Or phone (402) 471 - 9977

THANK YOU FOR YOUR PARTICIPATION AND INVOLVEMENT

Information received is subject to public records requirements of Neb. Rev. Statutes Sec. 84-712 et seq.



Equal Opportunity Employer/Program • TDD: 1.800.833.7352
Auxiliary aids and services are available upon request to individuals with disabilities.



Nebraska Worker Training Program

Grant Close-Out

File # 9049

1. Number of training participants: _____
2. Measurable skills gained:
3. Project accomplishments/ success stories:
4. Training project variances (if any):
5. Ideas for improving Worker Training Program:
6. Attach project completion documentation: (Required: Attendance records/class roster, Billing Invoices)

(Answers to the following questions are required for the annual report to the Governor and legislature.)

Participants wage levels pre and post training. Wages before training _____
Wages after training _____

Do you offer health care insurance to your employees? Yes _____ No _____

If "Yes", what is the number and percentage of employees covered? Number covered _____
Percentage covered _____

Company: LANCASTER COUNTY

Name: _____

Position: _____