

BILL NO. 2960

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR MICROFILMING SERVICES BETWEEN CASEY ASSOCIATES, INC. AND THE CITY OF BRANSON, MISSOURI, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, AS FOLLOWS:

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute an Agreement with Casey Associates, Inc. in substantially the form attached as Exhibit "A".

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this 22nd day of November, 2004.

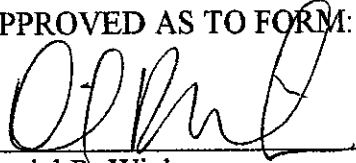
Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2004.

Louis E. Schaefer, Mayor

ATTEST:

APPROVED AS TO FORM:

Sandra L. Williams, C.M.C.
City Clerk



Daniel R. Wichmer
City Attorney

MICROFILMING SERVICE AGREEMENT

This agreement is entered into, effective as of December 15, 2004, by and between Casey Associates Incorporated, whose principal address is 2129 Washington Street, Kansas City, Missouri 64108-2130 and City of Branson, whose address is 110 W. Maddux, Branson, Missouri 65616.

In consideration of the agreement herein contained, the parties hereto further agree as follows:

General

This agreement shall be binding on the parties hereto, their respective successors and assigns.

The provisions of this agreement relating to Non-Disclosure of Information and Access to Records shall survive the termination of this agreement.

Timeliness of Performance. Casey Associates understands that prompt performance and completion of all services is required.

Term

The term shall be in effect for a period of seven months, commencing on or around December 15, 2004.

Services

Casey Associates will provide quality control by providing resolution test targets, density test will be performed twice to ensure adequate contrast and sharpness of the image on each roll.

Casey Associates will microfilm City of Branson documents onto rolls of high quality microfilm and will use procedures that adhere to or exceed State of Missouri, ANSI and AIIM industry standards. Casey Associates will be responsible for re-microfilming all documents if upon inspection by the State of Missouri, the microfilm is not acceptable. This will be completed at no additional cost whatsoever to the City of Branson.

Casey Associates will provide the City of Branson with the original and one duplicate roll of film for each roll processed.

Pickup and return of the documents is included as part of the agreement.

Access to Records

All City of Branson records in the possession of Casey Associates are subject at any time, or from time to time, to reasonable periodic, special or other examinations by a representative of the City of Branson and any other appropriate regulatory agency for the City of Branson.

Casey Associates will furnish to any appropriate regulatory agency for the City of Branson, upon demand, at either its principal office or at any regional office, complete, correct and current hard copies of any and all such records or a facsimile of same sent at the City's option.

Non-Disclosure of Information

Casey Associates acknowledges City of Branson ownership of, or right to use granted by third parties, trade secrets, proprietary or confidential information, including but not limited to products, planned products, services or planned services, suppliers, customers, prospective customers, data, financial information, computer software, processes, methods, knowledge, inventions, ideas, marketing promotions, discoveries, current or planned activities, research, development or other information relating to the City of Branson's business activities or operations and those of its customers or suppliers.

This agreement creates a confidential relationship between Casey Associates and City of Branson and, in the course of the work, City of Branson may disclose proprietary information to Casey Associates. Casey Associates shall keep proprietary information confidential and except as directed or authorized by City of Branson in writing, shall use proprietary information only to further the purposes of this agreement and shall not at any time during or after the terms of this agreement disclose to any person or entity, directly or indirectly, in whole or in part, any proprietary information, information prepared from proprietary information or information that comes into Casey Associates's possession by reason of Casey Associates services herein. Dissemination of proprietary information shall be limited to the personnel within Casey Associates organization with a need to know and solely for the purpose of the performance of Casey Associates duties to City of Branson herein.

Compensation

All invoices shall be sent to the City of Branson, Attn: City Clerk, 110 W. Maddux, Suite 205, Branson, Missouri 65616. Invoices are to be paid net 10 after receipt of the invoice. Each invoice will accurately describe the work performed and any purchase order information required by the City of Branson.

The prices* for this contract will be Microfilming Drawing and Blueprints at \$420.00 per 1,000 images filmed with a not to exceed amount of \$9,600.00.

* Includes duplicates, film, processing, retakes as needed and transportation of documents.

In witness whereof, the parties hereto have executed this agreement on the day and year below written.

CASEY ASSOCIATES INCORPORATED

By: _____

Title: _____

Date: _____

CITY OF BRANSON

By: _____
Louis E. Schaefer

Title: Mayor

Date: _____

ATTEST:

By: _____
Sandra L. Williams, City Clerk

APPROVED AS TO FORM:

By: _____
Daniel R. Wichmer, City Attorney