

RESOLUTION NO. 2048

A RESOLUTION OF THE CITY OF WILSONVILLE RENEWING THE INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR MICROFILMING SERVICES.

WHEREAS, the City of Wilsonville ("City") and Clackamas County Records Management Division ("County") entered into an Intergovernmental Agreement for microfilming services in April 2001; and

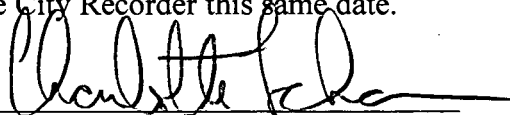
WHEREAS, both the City and County desire to continuing the relationship for microfilming services; and


WHEREAS, it is necessary for the City and County to renew and execute an Intergovernmental Agreement in order to continue this relationship.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Manager of the City of Wilsonville is hereby authorized to execute on behalf of the City of Wilsonville an intergovernmental agreement with Clackamas County concerning the provision of microfilming services to the City. A copy of the Intergovernmental Agreement is attached hereto as Exhibit A and incorporated herein by reference.
2. This resolution becomes effective upon adoption.

ADOPTED, by the City Council of the City of Wilsonville at a regular meeting thereof this 7th day of May 2007, and filed with the Wilsonville City Recorder this same date.


CHARLOTTE LEHAN, MAYOR

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:
Mayor Lehan Yes
Councilor Kirk Yes
Councilor Knapp Yes
Councilor Ripple Yes
Councilor Núñez Excused

**CLACKAMAS COUNTY AND CITY OF WILSONVILLE
INTERGOVERNMENTAL AGREEMENT
FOR MICROFILMING SERVICES**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Wilsonville (CITY) for the cooperation of units of local government under the authority of ORS 190.010.

II. Scope of work and Cooperation

The COUNTY and CITY shall perform the duties described in Attachment A, the terms of which are incorporated by this reference.

III. Compensation

Microfilming costs will be based on the estimates identified in Attachment C, which is incorporated by this reference. Actual costs will be determined and paid after microfilming tasks are completed. The parties agree that under no circumstances will the costs exceed the budget limitations specified in Attachment B, which is incorporated by this reference.

Film will be inspected by the CITY for acceptance before payment is rendered. Once the film has been accepted, payment will be rendered promptly. COUNTY will re-film any corrections required at no extra expense to CITY.

IV. Contract Documents

The contract documents consist of this Intergovernmental Agreement base form, as well as:

- Attachment A Scope of Work and Proposal
 Oregon Administrative Rules, Archives Division
 Microfilming (166-25-0005 through 166-25-0020)
- Attachment B Microfilming requirements and budget
- Attachment C Estimates for microfilming provided by Clackamas County

V. Government Contracting Special Requirements

- A. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees

to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

- C. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- D. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- E. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- F. Modifications to this Agreement are valid only if made in writing and signed by all parties.

VI. Term of Agreement

This agreement becomes effective as of July 1, 2007 and shall terminate on June 30, 2008.

CLACKAMAS COUNTY

Martha Schrader, Chair
Board of County Commissioners

Date

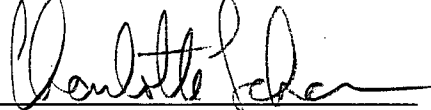
Mary Raethke, Recording Clerk

Approved as to Form:

Steven Lounsbury, Senior Legal Counsel

Date


CITY OF WILSONVILLE



Charlotte Lehan, Mayor

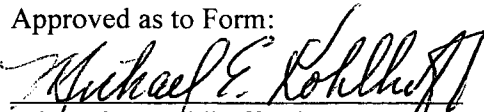
May 11, 2007

Date



Sandra C. King, City Recorder

Approved as to Form:



Michael E. Kohlhoff, City Attorney

5/14/07

Date

ATTACHMENT A

SCOPE OF WORK AND PROPOSAL

This agreement is for microfilming services as described in OAR 166-025-0015.

The City of Wilsonville (City) will prepare documents for filming.

Clackamas County (County) will film the documents as described in the specifications attached as part of Attachment B. The County will check the microfilm image-by-image for comparison between images filmed and paper documents. The County will pick up boxes of documents to be microfilmed at no charge to the City. Upon completion of filming the microfilm will be delivered to the City at no charge to the City. The security copy of microfilm will be delivered to the City of Wilsonville with the diazo duplicates.

- All microfilming shall comply with ORS 192.070, 357.825(2), and 357.895, which contain the rules for microfilming permanent and long-term public records.
- The City will prepare records for microfilming.
- The original paper documents of many records with a permanent retention period cannot be destroyed. The original paper documents are to be returned to the City in boxes adequately marked by the City. These original documents must be returned to the City in the same condition they were received by the County, within the same file folders, and same order.
- The County may destroy the paper records once the City Recorder has approved the finished microfilm for completeness and quality; however, the City Recorder shall approve the destruction of these records prior to their destruction. The County shall provide to the City Recorder a Certificate of Destruction listing the record series destroyed, date destroyed, and by what method.
- The turn around time cannot be longer than 21 working days.
- Letter sized documents (8 ½ x 11") will be filmed on 16mm silver halide film and jacketed.
- Each sheet of fiche, whether 16mm or 35mm, will contain a title format as specified by the originating department.
- Each sheet of fiche, whether 16mm or 35mm, will contain consecutive page numbers, "Page ___ of ___".
- Oversized documents, blueprints, and renderings will be filmed on 35mm silver halide film and jacketed and titled as specified by the originating department.
- One diazo copy will be made from the silver halide film
- The County will check the microfilm image-by-image for comparison between images filmed and paper documents.
- Should a file need to be retrieved prior to being filmed, the file will be picked up from the County by the City.
- The County shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost to the City.

Records will be filmed on an as-needed basis. When budget limits are reached, no more records will be filmed until the next budget year.

OAR 166-025-0015

Technical Specifications for First-Generation 16 mm, 35 mm, and 105 mm Silver-Gelatin Source Document Roll Microfilm for Permanent and Long-Term Oregon Public Records

(1) Microfilm Specifications: All security microfilm for long-term or permanent records shall be 16 mm, 35 mm, or 105 mm negative non-perforated silver gelatin type on a polyester base, as described in **ANSI IT9.1-1989; Imaging Media (Film) -- Silver Gelatin Type -- Specifications for Stability**. The film shall be at least 0.13 mm thick.

(2) Reels: Processed film shall be on storage reels which are chemically inert, in compliance with **ANSI IT9.2-1991; For Imaging Media -- Photographic Processed Films, Plates, and Papers - Filing Enclosures and Storage Containers**, are sturdy, and have dimensions which conform to **ANSI/AIIM MS34-1990; Dimensions for Reels Used for 16 mm and 35 mm Microfilm**. The film shall be stored with the start target at the outer end in accordance with **ANSI/AIIM MS23-1991; Practice for Operational Procedures/Inspection and Quality Control of First-Generation Silver Gelatin Microfilm of Documents**.

(3) Restrainers: Only acid-free, button tie paper bands in compliance with **ANSI IT9.2-1991; For Imaging Media -- Photographic Processed Films, Plates, and Papers -- Filing Enclosures and Storage Containers** shall be acceptable to restrain film on its reel.

(4) Enclosures: Film enclosures (containers) shall be inert black plastic.

(5) Quality Control-Inspection: Inspection and quality control data shall be recorded at the time the film is processed. A film inspection form is available from the Archives Division. First-generation (camera) film shall be inspected frame-by-frame for visible defects and missing documents. Inspection may be performed on a light table using an eye loupe for the frame-by-frame inspection and under a microscope for the inspection of resolution. The inspector shall wear clean, white, lint-free cotton gloves when handling the film. All inspection shall be performed in accordance with **ANSI/AIIM MS23-1991; Practice for Operational Procedures/Inspection and Quality Control of First-Generation Silver Gelatin Microfilm of Documents, Section 8**. Security copies of film shall be free from scratches, gouges, blemishes, dust, dirt, or fingerprints.

(6) Residual Thiosulfate: All film shall meet the requirements for residual thiosulphate ion concentration as specified in **ANSI IT9.1-1989; For Imaging Media (Film) -- Silver-gelatin type-Specifications for Stability, Section 6.4**. The maximum allowable thiosulphate ion concentration is .014 grams per square meter. Testing for residual thiosulphate ion concentration shall be done by using the Methylene Blue method in accordance with **ANSI/ASC PH4.8-1985; For Photography (Chemicals)-Residual Thiosulphate and Other Chemicals in Films, Plates and Papers- Determination and Measurement, Section 5**. This test shall be conducted within two weeks of film processing and may be performed at the processing site or by an independent laboratory. All test results shall be documented.

(7) Target Density: The aim point density shall be $1.00 \pm .10$. The acceptable density range on targets shall be .80 - 1.25. There shall not be more than a .20 density shift on targets in a single roll. Any roll which falls outside the acceptable .80 - 1.25 density range on targets shall be re-filmed. Density variation shall not be greater than .15 across a target. The plain white pages or acceptable density target photographed at the beginning and end of each roll of film shall be used as the primary density measurement targets.

(8) Reduction Ratio: The reduction ratio used shall approximately fill the image area across the width of the film as seen on the camera's projected image area; the ratio shall not be less than 8:1. All edges of the document shall be visible in the image area. (See **ANSI/AIIM MS23-1991; Practice for Operational Procedures/Inspection and Quality Control of First-Generation**

Silver-Gelatin Microfilm of Documents, Section 3.6.) Reduction ratio changes within the same record series shall be avoided. If they are necessary, however, the change in ratio shall be identified by an informational target filmed immediately before each change.

(9) Resolution: Each roll of first-generation film shall be evaluated for resolution by viewing the standard ISO Resolution test chart (see OAR 166-025-0020 on Targets and Certifications) at 100X magnification. The smallest distinguishable test pattern must correspond to the correct reduction ratio as seen in **Figure 1**:

Figure 1

Smallest ISO Test Resolving Power

Reduction Ratio	Chart Pattern Read	(Lines per Millimeter)
8:1	10.0	80
12:1	9.0	108
15:1	7.1	106
16:1	7.1	114
17:1	6.3	107
20:1	5.6	112
21.2:1	5.6	119
24:1	5.0	120
28:1	4.5	126
30:1	4.5	135
33.9:1	4.0	136
36:1	4.0	144
42.4:1	3.2	136
48:1	2.8	134

(10) Splicing: There shall be no more than six splices on security copies of film. Retakes shall include at least two pages preceding and following the pages to be refilmed. There shall be no splices between the technical target and the text. All splices shall conform to **ANSI/AIIM MS18-1992; Splices for Imaged Film -- Dimensions and Operational Constraints**.

(11) Targets and Certification: All microfilm shall conform to the standards for targets and certifications set forth separately in these rules.

OAR 166-025-0020

Targets and Certifications

The following informational and technical targeting and certification shall be included in all public records on roll microfilm. All targets are available from the Archives Division:

- (1) At the beginning of each roll there shall appear:
 - (a) A minimum of 24 linear inches of processed film;
 - (b) Followed immediately by three exposures of clean, blank white paper or the density target;
 - (c) Followed by a planetary camera or rotary camera technical target of the type specified by the **American National Standards Institute and the Association for Information and Image Management** (hereafter ANSI/AIIM) in standards **ANSI/AIIM MS19-1987; Recommended Practice for the Identification of Microforms and ANSI/AIIM MS23-1991; Practice for Operational Procedures/Inspection and Quality Control of First-Generation Silver Gelatin Microform of Documents** for the laboratory measurement of resolution and reduction ratio;
 - (d) Followed immediately by a "Start" target;
 - (e) Followed by a target indicating roll number;
 - (f) Followed immediately by a title sheet containing name of agency creating the records, series title of the records, starting identification (first records number, etc.) and reduction ratio. All missing documents or records shall be so identified with an appropriate target.
- (2) At the end of each roll there shall appear:
 - (a) A target sheet including series title of the records filmed, ending identification (last record number, etc.);
 - (b) A Certificate of Legality and Authenticity, including the name and signature of the camera operator;
 - (c) Followed by a target indicating roll number;
 - (d) Followed by an "End of Reel" target;
 - (e) Followed by three exposures of clean, blank white paper or the density target;
 - (f) Followed by 24 inches of exposed and processed blank film.
- (3) See the Archives Division **Micrographics Manual** for instructions on use of these and other informational targets.

ATTACHMENT B

MICROFILMING REQUIREMENTS AND BUDGETS

Department	Requirements	Account #	Budget
City Recorder	16mm silver original	110-41310-2267	\$15,000
	16mm diazo jacketed fiche		
	35mm silver original		
	35mm diazo jacketed fiche		

All invoices to go through the office of the City Recorder.

Records will be filmed on an as-needed basis. When budget limits are reached, no more records will be filmed until the next budget year.

Prices are to be determined from the estimated costs provided by the Clackamas County Records Manager in Attachment C.

ATTACHMENT C

CLACKAMAS COUNTY ESTIMATED COSTS

16mm silver Roll	\$125.00/reel
35mm silver Roll	\$280.00/reel
16mm jacketing	\$ 1.50/jacket
35mm jacketing	\$ 2.75/jacket
16mm Diazo Duplicate	\$ 10.00/reel
35mm Diazo Duplicate	\$ 13.00/reel
16mm Silver Duplicate	\$ 15.50/reel
35mm Silver Duplicate	\$ 18.65/reel
Polysulfide Treatment 16mm	\$ 5.80/reel
Polysulfide Treatment 35mm	\$ 5.80/reel
Tagged Image Format Images on CD	\$.007 per image
Quality control and any document preparation	\$ 60.00/hour