

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 21, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT – INTERLOCAL COOPERATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared authorizing an amendment to the Interlocal Cooperation Agreement with Sarpy County for Hosted Services.

FISCAL IMPACT

The FY22 Information Technology budget contains funding for the Hosted Services Agreement. Based on current server usage, the financial impact is estimated at \$23,900 per year.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating with an Interlocal Agreement with Sarpy County Information Systems to provide hosted services since October 2014. Hosted services are servers that are provisioned to meet the use demands of the City. Provisioned components are Central Processing Unit (CPU), Memory, and Disk Storage. Sarpy County hosts these services at the set rates defined in the agreement.

The current Interlocal Agreement has a three-year term that went into effect on October 1, 2018 and is set to expire on September 30, 2021. It is our recommendation, mutually agreed upon by Sarpy County, to amend the current Agreement to be automatically renewed annually on October 1 without further action by Sarpy County or the City. Either party may terminate this Agreement upon one hundred twenty (120) days written notice to the other party prior to the renewal date. All other terms and conditions of the Agreement shall remain in full force and effect.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT OF THE INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR HOSTED SERVICES.

WHEREAS, the City Council has determined that a need exists to amend the contract for hosted services; and

WHEREAS, Sarpy County has the resources and technology to provide said Hosting Services; and

WHEREAS, The FY22 Information Technology budget contains funding for the Hosted Services Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, approve the amendment of the Interlocal Cooperation Agreement with Sarpy County for Hosted Services.

PASSED AND APPROVED THIS 21ST DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT WITH CITY OF LA VISTA FOR HOSTED SERVICES

THIS AGREEMENT is entered by and between the City of La Vista, Nebraska, a municipal corporation ("City") and Sarpy County, a political subdivision of the State of Nebraska.

WHEREAS, the parties are authorized by the statutes of the State of Nebraska; including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the parties desire to enter into an Interlocal agreement whereby Sarpy County shall provide technological services to the City, more specifically described herein.

NOW, THEREFORE, it is mutually agreed between the parties that they enter into this Agreement upon the following terms and conditions:

I. PURPOSE

The purpose of this Agreement is to establish the obligations of the parties with regard to hosted CPU, hosted storage, and hosted memory (hereinafter collectively referred to as "Hosted Services") provided by Sarpy County to City.

II. DURATION/TERMINATION

This Agreement shall begin October 1, 2018 and shall terminate three years thereafter. Either party may terminate this Agreement prior to that date by providing one hundred twenty (120) days advanced notice to the other party.

III. GENERAL ORGANIZATION

No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this Agreement.

IV. PRICING

1. The following prices shall apply to the Hosted Services provided under this Agreement:

Pricing—Chart A		
CPU	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Connection	\$100.00

2. The cost of the recommended Hosted Services are from the current usage in April 2018, and are described below in “Recommended Services—Chart B.” These services are more specifically described in Attachment “1.”

Recommended Services—Chart B			
Estimated Cost (per month)			
	Units Required	Cost	Total
CPU	16	\$25.00	\$400.00
Memory	66	\$3.00	\$198.00
Storage	1,724	\$0.30	\$517.20
Bandwidth	1	\$100.00	\$100.00
Total			\$1,215.20

V. DUTIES

1. HOSTED CPU

- a. Hosted CPU. Sarpy County will provide to the City a hosted configuration in a Virtual Environment, more specifically described in Attachment “1.”
- b. Additional Hosted CPU. Sarpy County will provide additional hosted CPU services as requested by the City using the same pricing and units as stated Section IV “Pricing—Chart A.” All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

2. HOSTED STORAGE

- a. Hosted Storage. Sarpy County will provide to the City hosted storage configuration in a Virtual Environment, more specifically described in Attachment “1.”

- b. Additional Hosted Storage. Sarpy County will provide additional hosted storage services as requested by the City using the same pricing and units as stated in Section VI, "Pricing—Chart A." All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

3. HOSTED MEMORY

- a. Hosted Memory. Sarpy County will provide to the City hosted memory configuration in a Virtual Environment, more specifically described in Attachment "1."
- b. Additional Hosted Memory. Sarpy County will provide additional hosted memory services as requested by the City using the same pricing and units as stated in Section VI, "Pricing—Chart A." All requests must be in writing (or email to hosting@sarpy.com). Adjustments made before the 15th day of a month will be considered an entire month for billing, any request on or after the 15th day will be billed the next month.

4. TEMPORARY RESOURCES

Temporary resources are generally requested/required during conversions, upgrades, or testing.

- a. Sarpy County will provide additional Hosted Services on a temporary basis provided that Sarpy County can allocate such resources without impacting the operation of other systems. "Temporary" will be considered less than 15 consecutive days. It is in Sarpy County's absolute discretion to determine whether it will provide temporary resources.
- b. Temporary resources may require the restarting/interruption of services to implement.

5. OWNERSHIP

- a. Server and Application Software. The City is responsible for all licenses for Server and Application Software (ex. Windows Server, SQL Server, Symantec Anti-Virus).
- b. Virtual Environment and Storage Software. Sarpy County will provide and maintain all licenses required to perform the Virtual Environment and Storage for the City.

6. CONNECTIVITY

- a. County to City Connectivity. Sarpy County will provide to the City a 1 GB Fiber Connection between the City Hall and the Sarpy County Courthouse. This connectivity is provided by a third-party vendor. See, Section IV, "Pricing—Chart A."
- b. Connectivity Failure. Sarpy County does not guarantee connectivity between the County and City as it is beyond the control of Sarpy County.

7. REDUNDANCY

- a. The virtual environment is hosted on hardware that is built with redundancy.
- b. Warm Site. Sarpy County will provide a warm site for Hosted Services and Storage that will be maintained at an alternate location (not at the Courthouse).
- c. Warm Site Response Time. Warm Site startup may take up to 4 hours.

8. BACKUP, FILE RECOVERY, AND DISASTER RECOVERY

The City shall continue to maintain, at its own cost, an Online Backup Provider that will enable the City to have additional Server and Data Storage Backup ("Online Backup"), File Recovery and Disaster Recovery Services in the event that the Sarpy County Primary and Warm Site are both unavailable to provide the City service. Below are the items that Sarpy County will assist the City in obtaining and configuring.

- a. Online Backup. Sarpy County will work with the City to provide an Online Backup Provider that would allow the City to maintain a copy of Server and Data Storage to a location outside of the Omaha area.
- b. File Recovery. Sarpy County will submit to the Online Service any requests for File Recovery for the City or perform the actual file recovery, depending on the service setup by the City.
- c. Disaster Recovery. Sarpy County will work with the City to utilize Disaster Recovery Solutions from the Online Backup Provider should a need arise.
- d. Disaster Recovery Priority. SCIS will allocate all available resources to aid all entities it supports in resuming system functions by priority of service, regardless of the entity. Example: Public Safety systems for a City would be higher priority than building permits for the County.

9. INVOICES AND PAYMENT

For the services described herein, Sarpy County shall provide the City with a quarterly invoice. Said invoice shall be based upon a monthly calculation of services. Payment is due in full within thirty (30) days of receipt.

10. OTHER OBLIGATIONS

Pursuant to Neb. Rev. Stat. § 13-804(5), the parties hereto acknowledge and agree that this Agreement does not relieve them from any obligation or responsibility imposed upon them by law.

11. NO PERSONAL INTEREST

The parties hereto declare that no officer, member, or employee, and no member of their governing bodies, and no other public officials of a party who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement or in the performing of either parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in this Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

12. SEVERABILITY

It is understood and agreed by the parties that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with the laws of this State or of the United States, the validity of the remaining terms, conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular term, condition, or provision held to be invalid.

13. DRUG FREE WORKPLACE

The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.

14. PUBLIC EMPLOYER

Pursuant to and in compliance with Neb. Rev. Stat. § 4-114(2), each party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services with the State of

Nebraska

15. NON-DISCRIMINATION

The parties hereto agree that they and their contractors and subcontracts will not discriminate against any employee or applicant for employment to be employed in the performance of the obligations under this Agreement, on the basis of race, color, religion, sex, disability, or national origin.

16. NOTICE

Notice to the parties shall be given in writing to the agents for each party named below.

Sarpy County:
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

City of La Vista:
City Clerk
8116 Park View Boulevard
La Vista, NE 68128

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as last written below.

CITY OF LA VISTA, NEBRASKA

By



Mayor

Date: August 21, 2018

Approved as to form:

La Vista City Attorney

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Chairman

Date:

Approved as to form:



Deputy Sarpy County Attorney

Attachment "1"

Current City Servers Hosted Usage (April 2018)

Server	CPU Core's	Memory (GB)	Storage Total
BSA	2	16	115
DNS/DC	2	8	30
File/Share	2	8	114
File2/Print	2	12	875
Phone	2	6	40
VMail	2	4	46
Email	4	12	504
Totals	16	66	1724

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
WITH CITY OF LA VISTA FOR HOSTED SERVICES

This First Amendment is made and entered into by and between the County of Sarpy, Nebraska (“County”) and the City of La Vista, Nebraska (“City”), referred to collectively as the Parties, pursuant to the authority granted the parties under Neb. Rev. Stat. § 13-801 *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.*, the Parties entered into an Interlocal Agreement with City of La Vista for Hosted Services via Sarpy County Resolution 2018-304 by the which the County agreed to provide technological services to the City in consideration of the City’s payment for those services, said agreement being effective as of October 2, 2018.

WHEREAS, the parties desire to amend the above-referenced Interlocal Agreement by this First Amendment.

It is mutually agreed between the parties that the following terms and conditions are hereby amended to read as follows:

II. Duration/Termination

This Agreement shall begin October 1, 2018 and shall automatically be renewed annually after the Original Term for additional successive one-year terms commencing on October 1 without further action. Either party may terminate this Agreement upon one hundred twenty (120) days written notice to the other party prior to the first day of any renewal term.

All other terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2021.

CITY OF LA VISTA, NEBRASKA
A Municipal Corporation.

Mayor

(SEAL)
ATTEST:

La Vista City Clerk

EXECUTED this _____ day of _____, 2021.

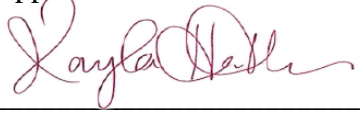
COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

Chairman, Sarpy County Board of Commissioners

(SEAL)
ATTEST:

Sarpy County Clerk

Approved as to Form:



Deputy Sarpy County Attorney