

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2014 AGENDA

| Subject: | Type: | Submitted By: |
|--|---|---|
| INTERLOCAL COOPERATION AGREEMENT - ◆ IT SERVICES | RESOLUTION ORDINANCE RECEIVE/FILE | KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES |

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with Sarpy County for Information Technology services.

FISCAL IMPACT

The annual cost is \$35,000 for the first year, effective July 1st, and shall be increased by 3% per year in subsequent years.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating under an Interlocal Agreement with Sarpy County Information Systems dated 2009 which has expired. The City requested proposals from qualified, professional technology vendors for Information Technology Maintenance and Support Services. Two proposals were received.

Sarpy County Information Systems \$ 35,000/year (3% increase in subsequent years).

DOT.com \$179,047/year (\$20,300 onetime upfront to connect to our system)

The IT Committee reviewed and compared the proposals and is recommending continuing services with Sarpy County Information Systems. The current annual cost with Sarpy County I.T. is \$42,540.60 including a 5 % annual increase in subsequent years. This new agreement will reduce the City's annual payment on July 1st by \$7,540 and reduce the yearly increases by 2% in subsequent years.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for Information Technology Services; and

WHEREAS, the City's current contract for Information Technology Services expires on June 30, 2014; and

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

WHEREAS, Sarpy County has proposed an interlocal agreement between the City of La Vista and the County for a period of three years to provide Information Technology Services to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County and the City of La Vista regarding Information Technology Services for the City of La Vista is hereby approved subject to review by the City Attorney as to form, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of La Vista, located in the County of Sarpy, State of Nebraska (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*, Reissue 2012.

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilizes the resources of the County's Information Services Department and to fairly compensated the County for the expense of the said service; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND
FOREGOING, IT IS AGREED:

A. DUTIES OF CITY:

1. City shall pay to County compensation of \$35,000.00 in 4 equal quarterly installments (3 months), with the first payment due before July 1, 2014, with subsequent payments at 3 month intervals thereafter. This sum shall be increased by 3% per year in subsequent years of this contract, with said increase being effective as of July 1 of each subsequent year.
2. In the event that this contract is terminated prior to the end of its term, City's obligation to pay County shall be limited to an amount prorated for that portion of the contract term in which the contract is effective.

3. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. The County may utilize vendor accounts setup by the City with the City's permission to purchase replacement parts as required.
4. City will grant to County such access to the City's facilities and network resources as needed for the County to perform its duties as described herein.

B. **DUTIES OF COUNTY:** County will, in consideration of the above:

1. Provide certain services to the City, as further outlined in the Statement of Work and Service Level Agreement, which is attached hereto and made a part hereof by reference.
2. Provide City with monthly reports detailing the activities performed by County during subsequent months under the terms of this agreement.
3. Keep all city data and information confidential.
4. Participate in monthly Information Technology (I.T.) meetings with designated city representatives.
5. County shall provide licensing of software through its' vendors.
6. The City will be provided all network and system passwords upon execution of this contract. Changing the network and system passwords will require permission from the City and the City will be provided all new passwords and system access information.

C. **Exclusion of other Agreements** - The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.

- D. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days notice. Unless previously terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years, unless otherwise terminated. The compensation due from the City to the County shall increase by 3% in each subsequent year. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

COUNTY: Ms. Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

CITY: Pam Buethe
City Clerk
8116 Park View Blvd.
La Vista, NE 68128

- G. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.
- H. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

EXECUTED IN DUPLICATE this _____ day of _____, 20_____.

**CITY OF LA VISTA, NEBRASKA,
A Body Politic and Corporate.**

(SEAL)

Mayor

ATTEST:

City Clerk

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

(SEAL)

Chairman,
Board of Commissioners of
Sarpy County, Nebraska

ATTEST:

Sarpy County Clerk

Sarpy County Information Systems

Statement of Work and Service Level Agreement

for the City of La Vista

Section I: Technical Support Information

County Work Days (normal working hours)

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday.

| | |
|------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Day | December 25 |

County Holidays that do not coincide with City Holidays Support

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

Weekend and after Normal Working Hours Support

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

Support Response Time

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial

contact may consist of a phone call, email, or face-to-face response.

Support Reporting

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10th day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

Section II: Technical Equipment Inventory

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

Section III: Technical Equipment Diagnosis and Repair

Personal Computers, laptops, notebooks, and servers

Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Section IV: Software

SCIS will:

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

Section V: Technical Training

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

Section VI: Consulting

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

Section VII: Budget Recommendations

SCIS staff will provide the City, by May 1st of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

Section VIII: Miscellaneous

It is the goal of SCIS to provide the City of La Vista with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. However, SCIS services would be capped at seven hundred fifty (750) hours per year. If the City appears to be nearing the limit of 750 hours, SCIS will notify the City. Additional work after 750 hours will be billed at \$75 per hour in increments of 1/4 hour (15 minutes) billed on a monthly basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

Section IX: Exclusions

This agreement does not include GIS services or software programming.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be \$75 per hour.

Severity Level Definitions

Appendix #1

| Level | Description | Scope | Example |
|----------|--|--|--|
| 1 (high) | A major outage, performance degradation, or instability causing significant impact to the City. | Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down | Email Server Down Internet not working Server unreachable |
| 2 | Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application. | Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies | Network Switch out Phone issues WAN down |
| 3 | Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity. | Individual having difficulty, but basically operational. Individual unable to carry out their tasks. | Issue with Software One of two monitors fail Recover a document/file |
| 4 (low) | Individual request or problem that does not impact business. | Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question | Change font size Find a file, change name |