RESOLUTION AUTHORIZING CHAIRMAN TO SIGN ADDENDUM FOR HOSTED SERVICES TO CURRENT INTERLOCAL AGREEMENT WITH CITY OF PAPILLION FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

WHEREAS, the City of Papillion and Sarpy County desire to enter into an Interlocal agreement addendum for hosted services, to be provided by Sarpy County’s Information Systems as described in the attached addendum (see attached);

WHEREAS, on July 15th, 2014, this Board previous passed a resolution (2014-273) approving an agreement for Information Technology Services with the City of Papillion; and,

WHEREAS, the proposed Interlocal agreement addendum was passed and approved by the Papillion City Council on March 1st, 2016 (see attached).

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board the attached addendum to the current Information Technology Services entitled “Interlocal Agreement with the City of Papillion for Hosted Services,” and any other associated documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 8th day of March, 2016.

Attest

Sarpy County Board Chairman

County Clerk

SEAL
MEMORANDUM

To: County Board
From: Mark L. Walters, Sarpy County Information Systems Director
Subject: City of Papillion Hosted Services
Date: March 4, 2016

At the March 8, 2016 Board Meeting, Information Systems will be requesting the Board to approve an amendment to the Interlocal Agreement for I.T. Services with the City of Papillion (2014-273). The City of Papillion has requested that the County host their I.T. Servers and Storage beginning April 1, 2016. The current (and amended) Interlocal will expire at the end of 2016. Since October 2014, the County has hosted these same services for the City of La Vista.

Background:

In December 2013 Sarpy County made a large investment in infrastructure to support a virtual server environment. This environment consists of four (4) large servers and two (2) storage area networks (SAN) in two (2) physical locations. This environment allows the County to provide a redundant system in case of failure of one of the locations.

The County’s virtual environment allows the County to allocate resources; CPU (processors), Memory, and Storage (Disk). Utilizing a combination of these resources allows for the creation of a custom sized server environment.

Below is a table of the recommended services quantity and associated cost. The pricing for these items are the same as those that the City of La Vista currently pays.

<table>
<thead>
<tr>
<th>Papillion Recommended Services</th>
<th>Monthly Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Units Required</td>
</tr>
<tr>
<td>CPU</td>
<td>10</td>
</tr>
<tr>
<td>Memory</td>
<td>32</td>
</tr>
<tr>
<td>Storage</td>
<td>2,600</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
The table below shows the County’s total Virtual Environment Capacity and the amount and percentage of the hosted resources.

<table>
<thead>
<tr>
<th>Resource</th>
<th>Total Available</th>
<th>La Vista Resources</th>
<th>La Vista %</th>
<th>Papillion Resources</th>
<th>Papillion %</th>
<th>% Hosted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core (CPU)*</td>
<td>64</td>
<td>10</td>
<td>15.6%</td>
<td>10</td>
<td>15.6%</td>
<td>31.3%</td>
</tr>
<tr>
<td>Storage (GB)</td>
<td>60,000</td>
<td>1,280</td>
<td>2.1%</td>
<td>2,600</td>
<td>4.3%</td>
<td>6.5%</td>
</tr>
<tr>
<td>Memory (GB)</td>
<td>1,024</td>
<td>28</td>
<td>2.7%</td>
<td>32</td>
<td>3.1%</td>
<td>5.9%</td>
</tr>
</tbody>
</table>

*-CPU Cores are time shared at approximately 3 to 1

Information Systems does not foresee any issue with hosting these services for the City of Papillion and recommends approval of the amendment.

If you have any questions or concerns please contact me 402-593-2325.

cc: Mark Wayne
Scott Bovick
Brian Hanson
ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT WITH CITY OF PAPILLION
HOSTED SERVICES

THIS ADDENDUM is entered into by and between the City of Papillion, 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;

WHEREAS, the parties have previously entered into an Interlocal Cooperation Agreement for Information Technology Services; and,

WHEREAS, the parties desire to enter into an addendum to that Interlocal Cooperation Agreement whereby Sarpy County shall provide hosted services to the City, more specifically described herein.

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

I. Incorporation Clause

This Addendum shall be incorporated into the current Interlocal Cooperation Agreement between Sarpy County and the City of Papillion, and together the Addendum and Agreement shall be considered one complete Agreement. All terms of the original Agreement shall continue in effect, except and unless any of the below clauses are in conflict with those terms. If such conflict exists, the clauses of this Addendum shall take priority. The original Agreement and this Addendum represent the entire and integrated agreement between the parties and shall not be modified without written consent of both 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: Dan Hoins
City Administrator
122 East 3rd Street
Papillion, NE 68046
II. Purpose

The purpose of this Addendum 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.

III. Duration/Termination

This Addendum shall begin April 1, 2016 and terminate on December 31, 2016 (original expiration date of Interlocal Agreement). Either party may terminate this Addendum or the Agreement in its entirety prior to that date by providing one hundred and twenty (120) days advanced notice to the other party.

IV. General Organization

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

V. Pricing

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

<table>
<thead>
<tr>
<th>Pricing—Chart A</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CPU</td>
<td>Core</td>
<td>$25.00</td>
</tr>
<tr>
<td>Memory</td>
<td>GB</td>
<td>$5.00</td>
</tr>
<tr>
<td>Storage</td>
<td>GB</td>
<td>$0.25</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>Connection</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

2. The cost of the initial recommended Hosted Services, shall be as described below in “Recommended Services—Chart B.” These services are more specifically described in Sections V(1)(a), V(2)(a), V(3)(a) and Attachment “1.” The cost of these recommended services is based upon the information contained within Attachment “2.”

<table>
<thead>
<tr>
<th>Recommended Services—Chart B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost (per month)</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>CPU</td>
</tr>
<tr>
<td>Memory</td>
</tr>
<tr>
<td>Storage</td>
</tr>
<tr>
<td>Bandwidth</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>
VI. Duties

1. HOSTED CPU
   a. Initial 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. Initial 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. Initial 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 VI, “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. 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).

b. Warm Site Response Time. Warm Site startup may take up to 4 hours.

8. BACKUP, FILE RECOVERY, AND DISASTER RECOVERY

The City shall obtain, 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**

Invoicing and payment shall be conducted under the same terms as set forth in the Interlocal Cooperation Agreement.

VII. **Other Obligations**

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

VIII. **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 Addendum or in the performing of either parties’ obligations pursuant to this Addendum, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in this Addendum; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Addendum or the proceeds thereof.

IX. **Severability**

It is understood and agreed by the parties that if any part, term, condition or provision of this Addendum 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 
Addendum did not contain that particular term, condition, or provision held to be invalid.

X. Drug Free Workplace

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

XI. Residency Verification

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.

XII. 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 Addendum, on the basis of race, color, religion, 
sex, disability, or national origin.

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

CITY OF PAPILLION, NEBRASKA

By ______________________

David P. Black
Mayor

Date: 3/1/2014

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Page 6 of 9
Chairman

Date: 3-8-16

Approved as to form:

[Signature]
Deputy Sarpy County Attorney
Attachment “1”
Hosted Services

Initial Recommendations

Based upon the information contained in Attachment “2” Sarpy County has analyzed the current Server systems in place at the City and will perform the following items:

1. Preparation and Migration
   a. SCIS will migrate six servers from FNTS to Sarpy County’s VMWare environment. The remaining three servers dedicated to SharePoint will be eliminated on or before April 1st, 2016. SCIS will work with Nicole Brown, Executive Assistant or designee to schedule server migration. The server resources will be configured as defined in Attachment “2” Server Configurations.

2. Details
   a. The City’s two file and print servers will be upgraded to the latest operating system (Server 2012) when migrated to the County’s VMWare environment. Expected downtime less than two hours.
   b. The City’s e-mail server will be upgraded from Exchange 2007 to Exchange 2010 as part of the migration. At a later date to be determined the e-mail server will again be upgraded to Exchange 2016.
   c. SCIS will work with FNTS to copy the three remaining servers to Sarpy County’s VMWare environment.

Any charges from FNTS for this conversion will be the responsibility of the City.

Any charges from FNTS for archival file storage and recovery will be the responsibility of the City.
## Attachment “2”

### Current City Servers

<table>
<thead>
<tr>
<th>Server</th>
<th>OS Version</th>
<th>CPU Core’s</th>
<th>Memory (GB)</th>
<th>Current Storage C:</th>
<th>Storage Capacity C:</th>
<th>Current Storage D:</th>
<th>Storage Capacity D:</th>
</tr>
</thead>
<tbody>
<tr>
<td>File/Print Sharing</td>
<td>Server 2008 R2</td>
<td>2</td>
<td>4</td>
<td>33.4</td>
<td>39.8</td>
<td>865</td>
<td>899</td>
</tr>
<tr>
<td>Permits</td>
<td>Server 2008 R2</td>
<td>1</td>
<td>2</td>
<td>27.7</td>
<td>39.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database</td>
<td>Server 2008 R2</td>
<td>4</td>
<td>12</td>
<td>36.6</td>
<td>39.8</td>
<td>424</td>
<td>449</td>
</tr>
<tr>
<td>Golf Apps</td>
<td>Server 2008 R2</td>
<td>2</td>
<td>4</td>
<td>37.5</td>
<td>39.8</td>
<td>54</td>
<td>99.9</td>
</tr>
<tr>
<td>Law</td>
<td>Server 2008 R2</td>
<td>2</td>
<td>4</td>
<td>60.6</td>
<td>75.7</td>
<td>285</td>
<td>349</td>
</tr>
<tr>
<td>Email</td>
<td>Server 2008, 64-bit</td>
<td>4</td>
<td>16</td>
<td>43.6</td>
<td>55.6</td>
<td>331</td>
<td>449</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>15</td>
<td>42</td>
<td>239.4</td>
<td>290.5</td>
<td>2019</td>
<td>2245.9</td>
</tr>
</tbody>
</table>
Subject: Approval of Addendum to Interlocal Cooperation Agreement with Sarpy County for IT Hosted Services

Type: RES. R16-0028

Submitted By: Dan Hoins, City Administrator

SYNOPSIS:
Under the proposed Addendum to the Interlocal Cooperation Agreement with Sarpy County, the County will begin providing the City with Information Technology ("IT") hosted services beginning on April 1, 2016. Such services will be added to the list of other technology services (including support, equipment, repair, software, training and consulting services) already provided by the Sarpy County IT Department to the City under a 3-year contract, previously approved pursuant to Resolution R14-0006. The parties have agreed that the terms for the IT hosted services should be added to the existing contract by Addendum. Under the proposed Addendum, the combined contract for all such IT services will terminate on December 31, 2016, at which time the parties will negotiate the terms for renewal.

FISCAL IMPACT:
The cost for Sarpy IT’s hosted services will be $1,310.00 per month, for a total of $11,790.00 for the period of April through December 2016. Going forward, the City will purchase and own an IT back-up storage system for a total of $24,281.36, which includes the hardware back-up unit and 3 years of services (cloud storage, hardware and software maintenance, and updates), that will be managed under the combined Sarpy IT contract. Spreading the cost of the back-up storage system over the 3 year period, the monthly cost for the back-up system will be $674.48 per month. Thus, the combined total cost for Sarpy IT’s hosted services and the City’s purchase of the back-up system will come to $1,984.48 per month. By comparison, the cost under the current agreement with First National Technology Solutions (FNTS) for both hosted services and back-up storage services is $5,667.60 per month.

RECOMMENDATION:
Approve.

BACKGROUND:
The City’s current agreement with FNTS for hosting services and back-up storage services will expire on April 1, 2016, and is not being renewed.

ATTACHMENTS:
1) RES. R16-0028
2) Addendum to Interlocal Cooperation Agreement for Hosted Services
3) Interlocal Cooperation Agreement (dated July 15, 2014)
4) RES. R14-0006
RESOLUTION NO. R16-0028

BE IT RESOLVED by the Mayor and the City Council of the City of Papillion to hereby approve the Addendum to the Interlocal Cooperation Agreement for Hosted Services with Sarpy County, pursuant to the authority granted under Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Addendum to the Interlocal Cooperation Agreement for Hosted Services on behalf of the City.

PASSED AND APPROVED this 1st day of March, 2016.

CITY OF PAPILLION, NEBRASKA

______________________
David P. Black, Mayor

Attest:

______________________
Christine Myers, Deputy City Clerk

[City of Papillion Seal]
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT WITH CITY OF PAPILLION FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012), enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, the City of Papillion desires to utilize the resources of the County’s Information Services Department, to fairly compensate the County for the expense of said services, and to enter into an interlocal agreement regarding same (see Exhibit “A”); and

WHEREAS, the proposed interlocal agreement was passed and approved by the Papillion City Council on July 1, 2014 (see Exhibit “B”).

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board the attached “Interlocal Cooperation Agreement” and any other documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the day of July, 2014.

Sarpy County Board Chairman

Attest:

County 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 Papillion, 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 utilize the resources of the County’s Information Services Department and to fairly compensate 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:

I. DUTIES OF CITY:

A. City shall pay to County compensation of $70,406.00 in 4 equal quarterly installments (3 months), with the first payment due before January 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.

B. 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.

C. 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 Cities' permission to purchase replacement parts as required.

D. 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.

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

A. 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.

B. Provide City with monthly reports detailing the activities performed by County during subsequent months under the terms of this agreement.

C. Keep all city data and information confidential.

D. 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.

III. **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.

IV. **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.

V. **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.

VI. **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:  
Dan Hoins  
City Administrator  
122 E. 3rd St.  
Papillion, NE 68046  

VII. 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.

VIII. 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 15th day of July, 2014.

CITY OF PAPILLION, NEBRASKA,  
A Body Politic and Corporate.

(SEAL)

Mayor

ATTEST:

City Clerk

CITY OF PAPILLION, NEBRASKA,  
A Body Politic and Corporate.

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

Chairman,  
Board of Commissioners of  
Sarpy County, Nebraska

(SEAL)

ATTEST:

Sarpy County Clerk
Sarpy County Information Systems
Statement of Work and Service Level Agreement
for the City of Papillion

Section I: Technical Support Information

County Work Days (normal working hours)
Sarpy County Information Systems (SCIS) will provide technical support and contact via a
toll free local phone number (Help Desk) that is always answered between the hours of 8:00
a.m. and 5:00 p.m. Central Standard Time (CST) 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.

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>January 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

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 issue via phone and
provide on-site service on urgent issues. Example of urgent issues would be a server crash
or a network outage.

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 issue via phone and
provide on-site service on urgent 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.

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 electronically emailed to the designated City
employee(s) by the 10th day of the following month the report is for. SCIS will also provide
an annual summary report indicating the number of incidents and the total amount of time
provided by SCIS.
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.

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

**Warranted Items**
- Provide hardware diagnosis and repair including;
  - Contact vendor and have failed warranted part(s) shipped.
  - Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

**Non-Warranted 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 and inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Insure 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 Coordinator and a facility with twelve workstations for training on various PC software. The classes are usually 3½ hours in length and are scheduled from 8:30-noon or 1:00-4:30. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Corel WordPerfect, and the Windows Explorer. A class on the introduction to computers is also provided that gives a non-technical overview of the various hardware components of a PC.

Specialized or custom training classes can also be designed.

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: Miscellaneous

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 VIII: Exclusions

This agreement does not include GIS services or software programming.

Any research or discovery from tape backups and/or archives for public record searches or legal discovery will be excluded from this contract. SCIS will respond to such a request with a detailed estimate of the work and material required to perform such action. 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.
RESOLUTION NO. R14-0006

BE IT RESOLVED, by the Mayor and City Council of the City of Papillion that the Interlocal Cooperation Agreement made and entered into by and between the County of Sarpy, State of Nebraska (County) and the City of Papillion (City), for Information Technology (I.T.) services pursuant to the authority granted under Neb. Rev. Stat. § 13-801, et seq., is hereby approved.

PASSED AND APPROVED this 1st day of July, 2014.

CITY OF PAPILLION

[Signature]
David P. Black, Mayor

Attest:

[Signature]
Elizabeth Butler, City Clerk

(SEAL)