

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COOPERATION AGREEMENT WITH THE CITY OF BELLEVUE, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County had previously approved an agreement with the City of Bellevue, Nebraska for information technology services for the Bellevue Volunteer Fire Department, the Parties now desire to expand the services provided by the County to encompass other functions of the City of Bellevue, and an Interlocal Cooperation Agreement has been proposed to those ends.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreement with the City of Bellevue, Nebraska made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), a copy of which is attached hereto.

DATED this 21st day of July, 2009.

Moved by Yam Richards, seconded by Patrick Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
County Clerk

None

None

ABSTAIN:

None



Approved as to form:

Kerry A. Schmid
Deputy County Attorney

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 Bellevue, 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 2007.

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

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

WHEREAS, through an agreement with the former Bellevue Volunteer Fire Department Inc., the City utilizes the resources of the County's Information Services Department to support the Bellevue Volunteer Fire Department; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2007), the Parties wish to expand said prior agreement to provide similar services to the entirety of Bellevue City Government, 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 annual compensation of \$124,255.00 in 4 equal quarterly installments (3 months) of \$31,063.75, with the first payment due on October 1, 2009, with subsequent payments at 3-month intervals thereafter. Beginning October 1, 2010, City shall pay to County annual compensation of \$100,255.00 in 4 equal quarterly installments (3 months) of \$25,063.75. This sum shall be increased annually by 5% per year in subsequent calendar years of this contract. Said increases shall take effect on October 1 of each subsequent year.

- 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.
- E. City will continue pay to County any and all sums owed to County from the Bellevue Volunteer Fire Department, Inc., pursuant to the prior Interlocal Cooperation Agreement between County and City for services related to the Bellevue Volunteer Fire Department, Inc as approved by the County on June 17, 2008. However, said prior agreement will be considered terminated as of October 1, 2009, and any payments made under said prior agreement shall be prorated as of October 1, 2009, with the City given credit for payments made for any period of time under said prior agreement in which service was not provided by the County.

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

- A. Provide certain services to the City, as further outlined on Attachment #1, which is attached hereto and made a part hereof by reference.
- B. Provide City with (monthly reports during the first six months of the agreement and) quarterly 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. County will continue to perform its obligations pursuant to the prior Interlocal Cooperation Agreement between County and City for services related to the Bellevue Volunteer Fire Department, Inc as approved by the County on June 17, 2008. However, said prior agreement will be considered terminated as of October 1, 2009.
- III. **Exclusion of other Agreements** - Except as specifically stated herein, 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 60 days written notice. Unless terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years from the effective beginning date of October 1, 2009, unless otherwise terminated. The compensation due from the City to the County shall increase by 5% 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: Ms. Kay Dammast
Bellevue City Clerk
210 West Mission Avenue
Bellevue, NE 68005

- 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 13th day of July, 2009.



(SEAL)

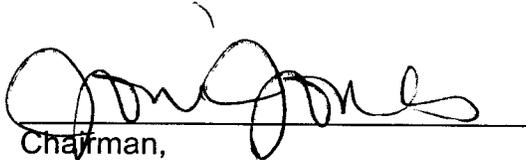
CITY OF BELLEVUE, NEBRASKA,
A Body Politic and Corporate.

Jay W. [Signature]
Mayor

ATTEST:

Kay Dammast [Signature]
City Clerk

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

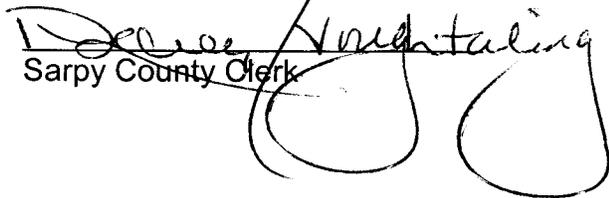


Chairman,
Board of Commissioners of
Sarpy County, Nebraska



(SEAL)

ATTEST:



Sarpy County Clerk

Sarpy County Information Systems Statement of Work and Service Level Agreement with City of Bellevue

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 workdays. 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 Bellevue to provide technical support on County 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 Bellevue a monthly detailed report containing a description and the amount of time for each incident. This report will be electronically emailed to the designated Bellevue staff member(s) by the 10th day of the following month. 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 Bellevue. SCIS will also affix Bellevue 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

Warrantied items

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

Non-Warrantied items

- Provide diagnosis and provide Bellevue with estimate to repair/replace.
- Order and repair/replace item. (Bellevue 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 Bellevue staff.

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), Core! 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 Bellevue may consider or undertake.
- Attend various meetings as needed.
- To act as a liaison between technology vendors and the Bellevue.
- To recommend technology vendors or products for the Bellevue.
- Assist in budget recommendations and/or planning.

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

Section VII: Network Maintenance

All network server logs of Bellevue, including firewall logs, shall be examined each business day by SCIS, and SCIS shall take measures reasonably necessary to correct each and every error, to thwart possible system intrusions revealed in the logs, or to inhibit access to sites that are dangerous to the network. These measures shall include patches and software upgrades.

Section VIII: Miscellaneous

It is the goal of SCIS to provide the Bellevue with the best possible technical support, while simplifying payment with an annual price to cover the Interlocal agreement. However, SCIS services would be capped at one thousand five hundred (1500) hours per year. If the Bellevue appears to be nearing the limit of 1500 hours, SCIS will notify the Bellevue. Additional work after 1500 hours will be billed at \$50 per hour in increments of 1/4 hour (15 minutes) billed on a monthly basis.

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

SCIS will maintain an accurate network diagram for the Bellevue.

Section IX: Exclusions

This agreement does not include GIS services or software programming.



Sarpy County Information Systems
1210 Golden Gate Drive Suite 1128
Papillion, Nebraska 68046

402 . 593 . 2325
www.sarpy.com

MEMORANDUM

To: County Board
From: Mark L. Walters, Information Systems Director
Subject: City of Bellevue Interlocal Agreement
Date: July 17, 2009

At the July 21st, 2009 Board Meeting, I will discuss the signed Resolution from the City of Bellevue for Information Technology Services. The Bellevue City Council approved the Interlocal on Monday, July 13th, 2009 at their regularly scheduled meeting.

Since February 2009, I.S. has been working with the City of Bellevue and Sarpy County Administration to determine a mutually beneficial Interlocal Agreement. Sarpy County currently has an Interlocal Agreement that provides I.T. support for the Bellevue Volunteer Fire Department. The new Interlocal will commence on October 1, 2009, this would be the start of the City's Fiscal Year and also the end of the current Interlocal.

Some of the key information provided by the City:

- a) 208 Computers/Laptops
- b) 20 Servers (to be consolidated soon)
- c) 315 Users
- d) 15 Locations or "Sites"
- e) 21 Software Applications (e.g. Finance, Fleet Maintenance, etc.)
- f) 124 Other devices (printers, scanners, etc.)

The City currently has two full time employees providing all necessary technology needs. One employee has separated service from the City and one has been/will be reassigned.

I.S. will require two additional full time employees be added to the I.S. staff to provide technical support, consulting, and administration of the network and servers. I.S. is recommending that one (1) full-time Technical Support Specialist and one (1) full-time Administrative Assistant be hired to aid I.S. in servicing an interlocal agreement with the City of Bellevue. These positions have been posted and advertised on July 6th, 2009 and close on July 17th.

I.S. also will require approximately \$25,000 in one-time software acquisition to provide remote support, software updates/patches, and spyware scanning for the 200+ computers at Bellevue.

The current Interlocal with the City of Bellevue for BVFD I.T. support is \$24,255 annually. I.S. will start this Interlocal on October 1, 2009 and will receive \$124,255 the first year (\$31,063.75 quarterly). After the first year of service I.S. would reduce the amount by \$24,000 to compensate for an increase but also lowering the spike needed for the software purchase, then increasing the annual cost by 5% (standard in all interlocal agreements for I.T. support). The Interlocal is for three (3) years with a cap of 1,500 hours, the chart below shows the annual payments.

Year	Quarterly	Annual
Oct 1, 2009 - Sep 30, 2010	\$31,063.75	\$124,255
Oct 1, 2010 - Sep 30, 2011	\$25,063.75	\$100,255
Oct 1, 2011 - Sep 30, 2012	\$26,317.00	\$105,268

The Interlocal will be in full effect on October 1, 2009, but I.S. will make efforts to aid the City in the transition, utilizing the current Interlocal with the City.

The two (2) positions and the software have already been included in the initial FY 2010 Information Systems budget.

Please contact me if you have any questions or you need any additional details.

cc: Mark Wayne, County Administrator
Scott Bovick, Deputy County Administrator
Brian Hanson, Fiscal Administrator

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

July 28, 2009

City Clerk, Kay Dammast
City of Bellevue
210 West Mission
Bellevue NE 68005

RE: Interlocal Cooperation Agreement for Information Technology Services

Action by the Sarpy County Board of Commissioners, at the meeting of July 21, 2009,
is as follows:

Resolution (2009-206): Authorize the Chairman to sign the Interlocal Agreement with the City of Bellevue for information technology services. Mark Walters

MOTION: Resolved by Richards, seconded by Thomas, to approve Resolution 2009-206 for the Interlocal agreement with Bellevue. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

ecc: Mark Walters
Mark Wayne
Scott Bovick
Brian Hanson
Beth Cunard

DJH/tj