

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION  
AGREEMENT WITH THE CITY OF PAPILLION, 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 Board had previously approved an agreement with the City of Papillion, Nebraska for information technology services, and it is in the best interest of the citizens of Sarpy County to renew said agreement.

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 Papillion, Nebraska made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 to 13-827 (Reissue 2007) a copy of which is attached hereto.

DATED this 30<sup>th</sup> day of November, 2010.

Moved by Rusty Hiko, seconded by Jim Nekuda that the above Resolution be adopted. Carried.

YEAS:

[Signature]  
[Signature]  
[Signature]  
[Signature]

NAYS:

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

Joni Albrecht  
\_\_\_\_\_

ABSTAIN:

none  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
County Clerk



Approved as to form

\_\_\_\_\_  
Deputy County Attorney

**RESOLUTION NO. R10-0187**

**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., which agreement expires December 31, 2013, is hereby approved.

**PASSED AND APPROVED** this 7th day of December, 2010.

**CITY OF PAPIILLION**

  
\_\_\_\_\_  
David P. Black, Mayor

Attest:

  
\_\_\_\_\_  
Elizabeth McCarty, City Clerk

(SEAL)



**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 1997.

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 1997), 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 \$62,000.00 in 4 equal quarterly installments (3 months), with the first payment due before January 1, 2011, with subsequent payments at 3 month intervals thereafter. This sum shall be increased by 5% 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 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:                Dan Hoins  
                         City Administrator  
                         122 E. 3<sup>rd</sup> 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 7<sup>th</sup> day of December, 2010.



(SEAL)

**CITY OF PAPIILLION, NEBRASKA,**  
A Body Politic and Corporate.

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

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

[Signature]  
Vice-Chairman,  
Board of Commissioners of  
Sarpy County, Nebraska

11/30/2010



(SEAL)

ATTEST:

[Signature]  
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.

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 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 10<sup>th</sup> 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**

#### **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. (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 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.



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 Papillion I.T. Support Interlocal Agreement  
**Date:** November 22, 2010

The current Interlocal Agreement with the City of Papillion and Sarpy County for Information Technology (I.T.) services is expiring on Dec 31, 2010. I have compiled some information for review about work loads and reimbursement rates.

City of Papillion				
	Hours	Avg Hours per Month	Interlocal Amount	Hourly Reimbursement
2002	796	66	\$44,000	\$55
2003	791	66	\$44,000	\$56
2004	563	47	\$44,000	\$78
2005	895	75	\$46,200	\$52
2006	684	57	\$48,510	\$71
2007	751	63	\$50,936	\$68
2008	712	59	\$53,480	\$75
2009	1,223	102	\$56,154	\$46
2010*	856	71	\$58,962	\$69
<b>Totals</b>	<b>7,271</b>	<b>67</b>	<b>\$446,242</b>	<b>\$63</b>

\*=10-months + 2 months @ average of 71 (714 + 71 + 71) = 856 estimate.

The County is targeting an hourly reimbursement between \$75-\$100 per hour.

The last 3 years average 77.5 hours per month. Multiple by \$75 (low hourly reimbursement rate) and the annual reimbursement would be \$69,775. The average of all nine years is 67.3 hours per month. Multiply by \$75 and the annual reimbursement would be \$60,600.

The following table shows the next three (3) years if a 5% increase was continued from the current Interlocal (\$58,962). These numbers will be within the threshold of the above averages.

<b>3 years with 5%</b>	
2011	\$62,000.00
2012	\$65,100.00
2013	\$68,355.00

The City of Papillion requested item D of Section II Duties of the County:

*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.*

The I.S. is requesting a addition to Section VIII Exclusions of the Statement of work:

*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 exact type of work and the hours. Payment is due NET 30.*

I have included the chart below for information on other City's Interlocal Agreements.

<b>Agency</b>	<b>Contract Year</b>	<b>Amount</b>
La Vista	2009 (07/01/2009-06/30/2010)	\$35,000
	2010	\$36,750
	2011	\$38,588
Bellevue	2009* (10/01/2009-09/30/2010)	\$120,255
	2010	\$100,255
	2011	\$105,268

\*-Included \$20,000 for management software.

Please contact me if you have any questions or you need any additional details. You can contact me at 593-2325.

cc: Mark Wayne  
Scott Bovick  
Brian Hanson