

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT
WITH CITY LA VISTA FOR HOSTED 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;

WHEREAS, the City of La Vista and Sarpy County desire to enter into an interlocal agreement for hosted services, to be provided by Sarpy County's Information Systems as described in the attached agreement (see Exhibit "A"); and

WHEREAS, the proposed interlocal agreement was passed and approved by the La Vista City Council on August 19, 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 Agreement with City of La Vista for Hosted Services" 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

26th day of August, 2014.

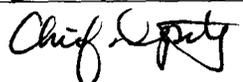


Sarpy County Board Chairman





County Clerk


Chief Deputy



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
Subject: La Vista Hosted Service Interlocal Agreement
Date: August 22, 2014

At the August 26, 2014 County Board meeting Information Systems will be presenting additional information on the Interlocal Agreement with the City of La Vista for Hosting Services.

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

INTERLOCAL AGREEMENT WITH CITY OF LA VISTA FOR HOSTED SERVICES

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

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

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

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

I. Purpose

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

II. Duration/Termination

This Agreement shall begin on October 1, 2014 and shall terminate three years thereafter. Either party may terminate this Agreement prior to that date by providing ninety (90) days advanced notice to the other party.

III. General Organization

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

IV. Pricing

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

Pricing—Chart A		
CPU	Core	\$25.00
Memory	GB	\$5.00
Storage	GB	\$0.25
Bandwidth	Connection	\$100.00

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.”

Recommended Services—Chart B			
Price per month			
	Units Required	Cost	Total
CPU	10	\$25.00	\$250.00
Memory	28	\$5.00	\$140.00
Storage	1,360	\$0.25	\$340.00
Bandwidth	1	\$100.00	\$100.00
Total			\$830.00

V. 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.”
- a. 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

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

- 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 and will retain all licenses for Server and Application Software (ex. Windows Server, SQL Server, Symantec Anti-Virus).
- b. Virtual Environment and Storage Software. Sarpy County is responsible for and will retain 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.
- c. Disaster Recovery. Sarpy County will work with the City to utilize Disaster Recovery Solutions from the Online Backup Provider

9. INVOICES AND PAYMENT

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

VI. Other Obligations

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

VII. No Personal Interest

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

VIII. Severability

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

IX. Drug Free Workplace

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

X. Public Employer

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

XI. Non-discrimination

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

XII. Notice

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

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

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

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

CITY OF LA VISTA, NEBRASKA

By Douglas Kindig

Mayor

Date: August 25, 2014

Approved as to form:

Robert T. Carneika
La Vista City Attorney
assistant

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Chairman

Date: _____

Approved as to form:

Deputy Sarpy County Attorney

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

CITY OF LA VISTA, NEBRASKA

By _____

Mayor

Date: _____

Approved as to form:

La Vista City Attorney

COUNTY OF SARPY, NEBRASKA
By the Sarpy County Board of Commissioners



Chairman

Date: 8/20/14

Approved as to form:



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 servers from La Vista City Hall to Sarpy County's VMWare environment. SCIS will work with the City's Administrative Services Director or designee to schedule server migration. The server resources will be configured as defined in Attachment "2" Server Configurations.
- b. Once the servers are migrated Sarpy County will remove the old hardware from the City's server room to be prepared for surplus.

2. Details

- a. The current virtual servers will be moved from La Vista's VMWare ESX server to Sarpy County's VMWare. Expected downtime less than 2 hours.
- b. The file & print server will be converted to a VMWare virtual machine using a Physical to Virtual converter (P2V) application and then moved to the County's VMWare. Expected downtime less than 4 hours
- c. Voicemail server will be upgraded from a physical Windows 2003 server to a Windows 2008r2 virtual machine. SCIS will work with Huntel to do the migration/upgrade of the system. Expected downtime less than 4 hours.

All charges from Huntel for the migration/upgrade of the Voicemail server will be the responsibility of the City.

Attachment "2"
Current City Servers

Server Configurations								
Server	Hardware	OS version	CPU Core's	Memory (GB)	Current Storage C:	Storage Capacity C:	Current Storage D:	Storage Capacity D:
Email	Virtual	Server 2008 R2 x64	4	12	35.3	50	142	200
Virus Prot/DC	Virtual	Server 2008 R2 x64	1	4	60.9	80	83.7	120
Financial	Virtual	Server 2003 Std	1	4	10.4	20	18.8	30
File/Print/DC	Physical	Server 2008 Std	2	4	26	40	561	700
Voicemail	Physical	Server 2003 Std	2	4	120	120		
Totals			10	28		310		1,050

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 19, 2014 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT - ♦ HOSTED SERVICES AGREEMENT	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 hosting computer services.

FISCAL IMPACT

The proposed FY 15 IT Budget contains funding for the proposed Service Agreement. Based on current server usage, the financial impact is estimated at \$9,960 per year for a three year agreement.

RECOMMENDATION

Approval.

BACKGROUND

The City's Strategic Technology Plan prepared by BerryDunn dated November 2011 identified that the city servers are not configured in a redundant manner and the city lacks a Storage Area Network (SAN), both of which are critical to the operations and a high priority issue. The Report stated, "The lack of at least two hosts in a cluster configuration presents a risk that could result in significant downtime or data loss in the event of a hardware failure". The report also noted that the current server room in City Hall does not have adequate physical and environmental controls such as raised flooring and an HVAC system that is able to be powered by a generator in the event of a primary power loss. To correct these deficiencies, costs for materials and equipment to improve the server room are estimated to be \$16,000 and \$40,000 is projected for a redundant server configuration.

The proposal agreement establishes that Sarpy County would host our computer server needs as outlined in the BerryDunn Strategic Technology Plan at a fraction of the estimated cost. Sarpy County would provide a primary hosted site for our servers and also provide a warm site for hosted services and storage at an alternate location (not at the Courthouse) for our server redundancy configuration needs.

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 HOSTING COMPUTER SERVICES.

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

WHEREAS, the City had a Strategic Technology Plan prepared in November 2011 which pointed out deficiencies in the current server room and the lack of a storage area network; and

WHEREAS, Sarpy County has the resources and technology to provide said Hosting 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 hosting computer 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 19TH DAY OF AUGUST, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk