

**RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT
FOR IT SERVICES BETWEEN THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY AND SARPY COUNTY, NEBRASKA**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V of the Formation Interlocal, the Agency has the power and authority to, among other things, make and execute contracts, interlocal cooperation agreements, and other instruments necessary or convenient to exercise the Agency’s powers; and

WHEREAS, the Agency Board discussed the proposed Interlocal Cooperation Agreement between the Agency and Sarpy County for IT services, attached hereto as **Exhibit A** (the “IT Services Agreement”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the IT Services Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the attached IT Services Agreement is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the IT Services Agreement, subject to clerical and/or administrative changes deemed necessary and approved by the Agency Board Chair and Agency Administrator and approved as to form by Agency legal counsel, and any other documents or instruments necessary to carry out the terms thereof.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of September, 2021.

Attest:



Lisa A. Haine

Sarpy County and Cities Wastewater
Agency Secretary

David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

IT Services Agreement

[Attached]

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 Sarpy County and Cities Wastewater Agency, (hereinafter "Agency"), 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 Agency wishes to utilize the resources of the County's Information Systems 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:

A. Duties of Agency

1. As to the services provided and detailed in Attachment "A" the Agency shall pay to the County an hourly rate of \$120.00. Reimbursement for work shall be paid quarterly (every 3 months), with the first quarterly invoice due on January 1, 2021. The hourly compensation due from the Agency to the County shall increase by 4% on an annual basis beginning on October 1, 2022. The County shall provide to the Agency monthly reports detailing the services described on Attachment "A" that were provided by the County in the preceding month and the time (in 15 minutes increments) spent by the County in performing said services.
2. As to the software/services provided and detailed in Attachment "B" the Agency shall compensate County, \$650 per user annually (\$162.50/per

quarter). This amount will be billed quarterly with the current number of users at billing with new counts being pro-rated for the year ending on September 30th. The per user annual rate will be updated and communicated to the Agency each year on September 1th which will become effective on the annual renewal date in A1.

3. Agency employees using the services provided by the County pursuant to this Agreement will comply with the Sarpy County Information Security Policy. The Agency acknowledges receipt of the current County Information Security Policy and that said policy is subject to change from time to time in the County's sole discretion.
4. In the event this Agreement is terminated prior to the end of its term, Agency's obligation to pay County shall be limited to (a) the hourly compensation for services rendered up to and including the effective date of termination for the services described in Section A.1. above, and (b) an amount prorated for that portion of the contract term in which the contract is effective for the services described in Section A.2. above.
5. Agency 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 Agency's system, Agency 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 at the next quarterly invoice. The County may utilize vendor accounts setup by Agency with Agency written permission to purchase replacement parts as required.
6. Agency will grant to County such access to the Agency facilities and network resources as needed for the County to perform its duties as described herein.

B. Duties of County: County will, in consideration of the above:

1. Provide certain services to Agency, as further outlined in the Statement of Work and Service Level Agreement, Attachment "A".
2. Provide use of certain software to Agency, as further outlined in the Software

Services, Attachment "B".

3. Keep all Agency data and information confidential.
- C. **Compliance With Laws:** Agency and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.
- D. **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.
- E. **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. After such three year period, the contract shall automatically renew for successive one year periods unless less terminated as otherwise provided. 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

Sarpy County and Cities Wastewater Agency:
Don Kelly, Agency Chairman
1210 Golden Gate Dr.
Papillion, NE 68046

- F. **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.
- G. **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 Agency 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.
- H. **Interlocal Cooperation Act:** This Agreement is executed by between the parties pursuant to the Nebraska Interlocal Cooperation Act. The parties agree:
1. This Agreement does not establish a separate legal or administrative entity.
 2. The purpose of this Agreement is to provide the Agency will certain information technology services provided by the County.
 3. No separate financing is necessary for the implementation of this Agreement.
 4. Except for as expressly set forth in this Agreement, any termination or modification of this Agreement shall require the mutual agreement of the parties as evidenced by formal resolutions of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.
 5. Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

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EXECUTED IN DUPLICATE this 29th day of September, 2021.



Sarpy County and Cities Wastewater Agency,

David R. Kelly
Chairman,

Sarpy County and Cities Wastewater Agency

ATTEST:

Lisa A. Haine

Sarpy County and Cities
Wastewater Agency Secretary

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

David R. Kelly
Chairman,

Board of Commissioners of
Sarpy County, Nebraska

(SEAL)



ATTEST:

Renee Lousman

Sarpy County Clerk Chief Deputy

Approved as to Form:

John V. Reitz
Deputy Sarpy County Attorney

Sarpy County Information Systems Statement of Work and Service Level Agreement for the Sarpy County and Cities Wastewater Agency

Section I: Technical Support Information

County Work Days (normal working hours)

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is staffed between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) 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. Holidays are current as of 2021, holidays may be changed annually without notification to Agency.

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 Eve	December 24 @ Noon
Christmas Day	December 25

County Holidays that do not coincide with Agency Holidays Support

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

Weekend and after Normal Working Hours Support

SCIS will provide telephone support on weekends and after normal working hours (see County Workdays above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An

example of a scheduled event would be to upgrade a server or network device.

Support Response Time

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

Support Reporting

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

Section II: Technical Equipment Inventory

SCIS will maintain an inventory of all technical equipment for the Agency. SCIS will also affix Agency 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.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (Agency/Vendor responsible for shipping)

Non-Warrantied items

- Provide diagnosis and provide Agency with estimate to repair/replace.
- Order and repair/replace item. (Agency 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: Technical Training

SCIS will make available technical training for Agency employees.

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

Section V: Consulting

SCIS staff will be made available (if requested):

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

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

Section VI: Systems and Services

SCIS will provide:

- Email accounts and archive
- Access to the Internet
- Server storage
- Web hosting (not design) for the Sarpy County and Cities Wastewater Agency
- Access to the County phone system and voice mail

SCIS makes every attempt to ensure that there are no unplanned outages of service, however, there are times when service may be interrupted. SCIS will work as fast as possible to return service to the Agency.

Section VII: Budget Recommendations

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

Section VIII: Miscellaneous

It is the goal of SCIS to provide the Agency 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 hundred (100) hours (excluding billable items in Section IX). If the Agency appears to be nearing the limit of 100 hours, SCIS will notify the Agency. Additional work after 100 hours will be billed at the current hourly billable rate (Section X) in increments of 1/4 hour (15 minutes) billed monthly.

SCIS will work with the Agency to obtain pricing for software and hardware through various

governments contracts available. SCIS will provide quotes through various sources to provide the Agency with the best possible pricing.

SCIS will maintain an accurate network diagram for the Agency (if applicable).

Section IX: GIS/Programming Services

GIS (Geographic Information System) and Programming Services will be performed under this agreement, however, projects estimated (by SCIS) of more than 40 hours will require a written request to SCIS. SCIS will review the work request and determine if it is feasible based on the project size, project due date, and current IS/GIS workloads. Project feasibility and estimated cost/timeline will be communicated within five (5) business days. SCIS will perform such work, when authorized in writing, and submit a detailed invoice stating the type of work, hourly rate, and actual number of hours. Hourly rate from Section X (GIS/Programming) will be used whenever GIS/Programming services are utilized. Reimbursement costs will be included at the next quarterly invoice.

Section X: Current billable hourly rate

Effective Date	Hourly Rate (Technical Support)	Hourly Rate (GIS/Programming)
Oct 1, 2021	\$120.00	\$145.00
Oct 1, 2022 and each October 1 thereafter	4% increase on prior year fee	4% increase on the prior year fee

Severity Level Definitions

Appendix #1

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

ATTACHMENT "B"

Sarpy County provides various software items that are required per user. These products may, or may not, be directly accessible to the user. Below is a generic list of the items that are in place.

Item Description

Software for reviewing/Classifying Data

Web Filter/Security

Anti-Virus/Malware

File Recovery/Backup

End Device Management

Password Recovery

Remote Viewer/Management

Two (2) Factor Authentication

Security Awareness/Training

Microsoft Office Suite