

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENTS – I.T. SERVICES & PUBLIC SAFETY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

**SYNOPSIS**

A resolution has been prepared to approve Interlocal Cooperation Agreements with Sarpy County for Information Technology Services and Public Safety Software.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed agreements.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has been operating under an Interlocal Agreement with Sarpy County Information Systems (I.S.) to provide Information Technology (I.T.) services since 2006. The current agreement is set to expire on September 30, 2022. With that, Sarpy I.S. has proposed a three (3) year renewal of this agreement for FY23-FY25 (October 1, 2022 – September 30, 2025) with a couple of changes that are outlined below.

In 2017, the City and Sarpy County combined the I.T. Services and the Public Safety Software Interlocal Agreements into one and have subsequently been operating under this Agreement ever since. During this time, we've discovered that the complexity of having changing rates for support of these products has made billing difficult and hard to understand. With this renewal, Sarpy I.S. is recommending, and staff agrees, that the Public Safety Software part of the Agreement be separated into its own Interlocal with no other changes.

In addition to the separation of agreements, the cost for I.T. Services will increase 10% for FY23, and then 4% for both FY24 and FY25. Historically, the rate has increased 3%-4% annually. Research on Information Systems and local Managed Service Providers (MSP) current rates, the addition of a 5<sup>th</sup> Technical Support Specialist to keep up with demand at the Sarpy Help Desk, and a difficult I.T. market, paired with inflation, requires this one-time cost adjustment for FY23.

Sarpy I.S. has, and continues, to provide outstanding service and support to our staff, computer systems, and network, which makes it possible for the City to provide unparalleled service to its citizens. As such, we recommended the approval of these two agreements for a three-year term that will expire on September 30, 2025.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS WITH SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES AND PUBLIC SAFETY SOFTWARE.

WHEREAS, the City has been operating under an Interlocal Agreement with Sarpy Information Systems for the provision of Information Technology services and Public Safety Software; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, approve the interlocal agreements between Sarpy County and the City of La Vista regarding Information Technology Services and Public Safety Software.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of \_\_\_\_\_, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

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 Systems Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental 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 the 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 County:** County shall, in consideration of the terms of this Agreement:
  - a. Provide certain Information Technology Support to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
  - b. Provide City with monthly reports detailing activities performed by County during subsequent months under the terms of this agreement.
  - c. Keep all City data and information confidential, unless required to disclose said data or information pursuant to a court order or law.
  - d. Provide all Administrative Passwords in a sealed envelope upon request of the City. City will be notified when Administrative Passwords have been changed. City will immediately notify Sarpy County Information Systems if the sealed envelope is opened.
  - e. Maintain Cyber Security Insurance in the amount of at least three million dollars (\$3,000,000).

- B. Duties of City:** City shall, in consideration of the terms of this Agreement:
  - a. City shall compensate the County for Information Technology Support Services pursuant to the Annual Reimbursement Schedule found in "Attachment B," attached hereto and incorporated herein by this reference. Said compensation

represents 400 hours of Information Technology Support Services. Should City exceed 400 hours of Information Technology Support Services, City shall compensate County at the rate of \$124.80 per hour for a total annual amount of \$49,920.00 during FY 2023 (October 1, 2022 through September 2023). The hourly reimbursement rate for Information Technology Support Services shall increase by 4% to \$129.79 for a total annual amount of \$51,916.80 in FY 2024 (October 1, 2023 through September 30, 2024) and again by 4% to \$134.98 for a total annual amount of \$53,993.47 in FY 2025 (October 1, 2024 through September 30, 2025).

- b. Payments shall be made in four (4) equal quarterly installments (every three months), with the first payment due October 1, 2022, and with subsequent payments at three (3) month intervals thereafter.
- 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 County's inventory on 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. County may utilize vendor accounts setup by City with City's permission to purchase replacement parts as required.
- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.

C. **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.

D. **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 Agreement.

E. **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.

F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.

G. **Term of Agreement:** This Agreement is effective from October 1, 2022 through September 30, 2025 but may be terminated by either party upon 120 days' notice. In the event that this Agreement is terminated prior to the end of its term, City's obligation to

pay County shall be limited to an amount prorated for services described in this subsection.

H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.

I. **Notice:** 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: La Vista City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

J. **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.

K. **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.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil

Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this Page Intentionally Left Blank]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF \_\_\_\_\_, NEBRASKA,**  
A Body Politic and Corporate.

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Mayor

(SEAL)  
ATTEST:

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City Clerk

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

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Chairman, Board of Commissioners

(SEAL)  
ATTEST:

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Sarpy County Clerk

**Attachment "A"**

Page 1 of 6

**Sarpy County Information Systems  
Technical Support  
Statement of Work and Service Level Agreement**

**Section I: Technical Support Information**

Support Levels will be determined by Severity Level and Core / Non-Core Hours (Appendix #1). Anything **not** defined as core hours will be considered non-core hours.

**Core Hours**

Sarpy County Information Systems (SCIS) maintains staffing from 7:30 am to 5:00 pm Monday through Friday. Unless the day is a County Holiday.

SCIS will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) 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. County Holidays will be considered Non-Core Hours.

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 City Holidays Support**

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. This support will fall under non-core hours.

**Support Response Time**

SCIS will typically respond to a support call immediately (via Help Desk) but may

## **Attachment "A"**

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require (1) hour for initial contact determined by Service Levels (Appendix #1). Initial contact may consist of a phone call, email, electronic chat or face-to-face response.

#### **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 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 monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

#### **Equipment Deployment**

After receiving equipment, SCIS will deploy equipment within 15 business days or at a mutually agreed upon time.

### **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. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

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. (City/Vendor responsible for

## **Attachment “A”**

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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 an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

## **Attachment "A"**

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### **Section V: Technical Training**

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten 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 p.m.-4:00 p.m. 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 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: Budget Recommendations**

SCIS staff will provide the City, by March 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

### **Section VIII: Security**

SCIS will make Information Security staff available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

### **Section IX: Miscellaneous**

## **Attachment "A"**

### **Page 5 of 6**

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. If the City appears to be nearing the limit of agreement, SCIS will notify the City. Additional work exceeding the hours in the agreement will be billed at same rate per hour as indicated in the Interlocal Agreement and will be tracked in increments of 1/4 hour (15 minutes) billed on a monthly basis.

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 X: Exclusions**

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. 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. Pricing for hourly work by SCIS staff will be the same rate per hour as the hourly rate indicated in the Interlocal Agreement.

## Attachment "A"

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### Service Levels

Appendix #1

Core/Non-Core are defined in Section I

Level	Description	Scope	Core SLA	Non-Core
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City. Security incident that may cause loss of services. Examples: <ul style="list-style-type: none"><li>• Email Server Down</li><li>• Internet not working</li><li>• Server unreachable</li></ul>	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	1 Hr Initial 3 Hr onsite	1 Hr Initial 3 Hr onsite
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. Examples: <ul style="list-style-type: none"><li>• Network Switch down</li><li>• Phone issues</li><li>• WAN down</li></ul>	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	1 Hr Initial 3 Hr onsite	1 Hr Initial 3 Hr onsite
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity. Examples: <ul style="list-style-type: none"><li>• Issue with Software</li><li>• One of two monitors fail</li><li>• Recover a document/file</li></ul>	Individual having difficulty, but basically operational.  Individual unable to carry out their tasks.	1 Hr Initial 3 Hr onsite	N/A Initial N/A onsite
4 (low)	Individual request or problem that does not impact business. Examples: <ul style="list-style-type: none"><li>• Change font size</li><li>• Find a file, change name</li></ul>	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	1 Hr Initial 3 Hr onsite	N/A Initial N/A onsite

**Attachment "B"**

Page 1 of 1

**Interlocal Agreement for I.T. Services FY 2023- FY 2025**

<b>Annual Reimbursement</b>					
<b>(Oct 1 - Sep 30) with 4% Increase</b>			<b>City of La Vista</b>		
<b>FY</b>	<b>Years</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Qrtly Amt</b>
23	2022-23	\$124.80	400	\$49,920.00	\$12,480.00
24	2023-24	\$129.79	400	\$51,916.80	\$12,979.20
25	2024-25	\$134.98	400	\$53,993.47	\$13,498.37

## INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC SAFETY SOFTWARE

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of \_\_\_\_\_, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

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 Systems Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental 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 the 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 County:** County shall, in consideration of the terms of this Agreement:
  - a. Provide certain Public Safety Software to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
  - b. Maintain Cyber Security Insurance in the amount of at least three million dollars (\$3,000,000).
- B. **Duties of City:** City shall, in consideration of the terms of this Agreement:
  - a. The Public Safety Software rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the total number of then fiscally authorized sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, as well as by actual usage of license and storage. The number of fiscally authorized sworn law enforcement personnel for each agency shall be provided for by the budget adopted by the LRMS Governance Committee for each fiscal year of the Agreement, such budgets being incorporated herein by this reference.
  - b. Payments shall be made to reimburse the County for payment for the City share.
  - c. Any hosted service costs will be billed quarterly.

- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.
- C. **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.
- D. **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 Agreement.
- E. **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.
- F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.
- G. **Term of Agreement:** This Agreement is effective from October 1, 2022 through September 30, 2025 but may be terminated by either party upon 120 days' notice. In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in subsection B above.
- H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.
- I. **Notice:** 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: La Vista City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128
- J. **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.

K. **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.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this page intentionally left blank]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF \_\_\_\_\_, NEBRASKA,**  
A Body Politic and Corporate.

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Mayor

(SEAL)  
ATTEST:

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City Clerk

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

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Chairman, Board of Commissioners

(SEAL)  
ATTEST:

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Sarpy County Clerk

**Attachment A**

Page 1 of 3

**Sarpy County Information Systems  
Public Safety Software  
Statement of Work**

**Section I: Public Safety Software**

Public Safety Software is any software that is hosted or provided by the County to provide services to Public Safety Agencies. The current (2022) list of items is as follows:

- Mobile Data Computer Software (Motorola MDC or Motorola Premier-One MDC)
- Netmotion Server (used to connect mobile devices to Public Safety Systems)
- Fire Records Management System (Zoll provided by Motorola)
- Electronic Patient Care Reporting (ePCR) - Hosted Services Only
- Law Records Management System (ProPhoenix)
- Hosted Services to provide any of the above systems

Each Law/Fire Agency is responsible for purchasing new "Client" license portion of Netmotion.

**Section II: Cost Allocation**

**Mobile Data Computer Software (Motorola)**

Costs for each Law/Fire Agency will be determined by the total number of NetMotion client licenses allocated to each agency and divided by the total of all the agencies (giving an agency percentage).

**Netmotion Server**

Costs for each Law/Fire Agency will be determined by the total number of NetMotion client licenses allocated to each agency and divided by the total of all agencies (giving an agency percentage).

**Fire Records Management System (Zoll via Motorola)**

All cost associated with the Fire Records Management System are equally divided between Bellevue Fire and Papillion Fire. This includes any Hosted Services that may be required for this system.

**Electronic Patient Care Reporting (ePCR)**

## **Attachment A**

**Page 2 of 3**

Both Bellevue Fire and Papillion Fire share the hosted services for the ePCR system. Services are divided equally between the two agencies. Should one or the other agency no longer require the data contained in the ePCR hosted services, the existing agency will pay 100% of the cost.

Sarpy County does not purchase, manage, or maintain the ePCR licenses.

### **Law Records Management System (ProPhoenix)**

As outlined in the Original Interlocal Agreement (County Resolution #2018-327, Section B) for the purchase of the LRMS Software, the costs associated with the LRMS ProPhoenix System will be divided by each agency's Fiscally Authorized Sworn Strength on May 1 of the prior fiscal year. For example: May 1, 2022 strength will be used for the October 1, 2022 budget (FY23).

Hosted Service Costs for the LRMS System will either be the exact Agency usage if it is available or utilizing the entire cost and dividing by the percentage of the total sworn strength.

### **Other Software or Hosted Services**

On occasion additional software systems and/or hosted services may be required for public safety agencies. New systems or hosted service costs will be paid by the agency or by multiple agencies with an agreed upon cost allocation. The costs or cost allocation will be communicated to the Sarpy County Information Systems Department in writing so that it can be included in any budget considerations.

### **Section III: Budget / Expenditures**

Each year in March/April, Information Systems will develop a budget for Public Safety Software. This budget will reflect any costs that are needed to maintain the systems listed in Section II and any other additional systems that have been approved.

The Budget for any Law Enforcement related costs, including any hosted services, and maintenance costs for connectivity (ex. Netmotion) should be approved by the Law Records Management Governance Committee.

The Budget for any Fire Agency should be approved/acknowledged via writing by each agency(s) Fire Chief.

**Attachment A**

Page 3 of 3

**Section IV: Support**

Sarpy County Information Systems will provide support for the systems and products listed in Section I via the I.T. Services Interlocal Agreement with each City. Support levels are defined in those interlocal agreements under Attachment A - Appendix #1.