

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Lincoln, Nebraska, (City) and the County of Lancaster, Nebraska (County).

WHEREAS, the parties hereto are governmental and political subdivisions of the State of Nebraska, and are public agencies for purposes of the Interlocal Cooperation Act, Neb. Rev. Stat § 13-801 et seq. (Reissue 1997); and

WHEREAS, the Interlocal Cooperation Act permits any two or more public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the City and County are agreeable to revising the Interlocal agreement establishing a joint data processing division, previously entered into September 13, 1999.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the City and County agree as follows:

I. INFORMATION SERVICES DIVISION.

The joint City-County Information Services Division (Information Services Division) is hereby created within the City Finance Department. The Information Services Division shall be supervised by an Information Services Division manager who shall be a classified City employee appointed by and who shall serve under direct supervision of the Finance Director, subject to initial approval by the Lancaster County Board of Commissioners.

II. SERVICES.

The Information Services Division will be responsible for providing the following services:

- A. **General Services.** Planning, consulting, acquisition, operation and maintenance of all hardware, software, and communications services related to the delivery of modern enterprise-class information technology services, such as:
 1. Site acquisition and planning.
 2. Evaluation and, when appropriate, development of alternative technological approaches.
 3. Assessment of automation possibilities.
 4. Participation in equipment planning and acquisition.
 5. Development of systems transition and disposal plans.

- 6. Development of alternative purchasing and leasing plans.
- 7. Maintenance of centralized inventory.
- 8. Maintenance of a centralized contract file.
- B. **Planning.** Development and maintenance of an Information Services strategic plan.
- C. **Equipment.** Provision and operation of available and existing equipment and facilities within the Information Services Division.
- D. **Other.** Coordination of costs of services, and concerns of the users.

III. INFORMATION SERVICES POLICY COMMITTEE (ISPC).

- A. **Composition.** The Information Services Policy Committee is hereby established which shall consist of two (2) representatives from the County (one elected Board of Commissioners member and the Budget and Fiscal Director); two (2) representatives from the City (one elected City Council member and one representative from the Mayor's Office); and the City Finance Director. The ISPC shall select a Chair and Vice-Chair annually from the elected officials. Appropriate Information Services staff members shall also attend.
- B. **Terms.** The representatives shall serve until their successors are appointed and qualified.
- C. **Purpose.** The purpose of the ISPC is to initiate, review, and recommend to the Mayor, City Council and the County Board policies that promote and facilitate effective delivery of information technology services to all Information Services customers.
- D. **Duties.** The duties of the ISPC may include, but are not limited to the following:
 - 1. Recommend appropriate policies, standards and guidelines that apply to any entity subject to this Agreement.

Policies shall be approved by the Mayor, City Council, and Board of County Commissioners prior to implementation. Standards and guidelines shall be approved and implemented by the ISPC.
 - 2. Review total service commitment of the Information Services Division. At its discretion, the ISPC may initiate surveys, performance audits or other evaluation techniques to assess the effectiveness of the services delivered by Information Services, and/or the satisfaction of Information Services customers.
 - 3. Review and prioritize requests for expanded services, customer base, or both.

4. Mediate policy, priority, and resource availability issues.
 5. Offer input during evaluations of the performance of the Information Services Division Manager and Information Services performance issues as necessary.
 6. Seek input from all customers of Information Services as to their particular needs and consider such needs when developing its recommended policies, standards and guidelines.
 7. Recommend to the Mayor, City Council and County Board any changes to this Agreement.
 8. Review recommendations from any advisory groups established under the authority of Section III(F) of this Interlocal Agreement.
 9. Approve annual cost allocation and unit rates of the Information Services Division to support its operations.
 10. Maintain continual oversight of enterprise projects and provide appropriate reporting on those projects as set forth in Section III(E) of this Interlocal Agreement.
- E. **Reports.** The ISPC shall submit reports concerning cost allocation and unit rates, enterprise projects and other ISPC activities as requested by the Mayor, City Council and County Board. The ISPC may determine to provide additional reports as the ISPC may deem appropriate.
- F. **Advisory Groups.** At its discretion, the ISPC shall establish and/or dissolve ad hoc advisory groups to study and make recommendations on specific topics, including advisory groups to establish, coordinate, and prioritize needs for selected information technology services. Any advisory group that is established shall create an Advisory Group Charter to be approved by the ISPC that documents the advisory group's purpose, membership and duration.

IV. COST ALLOCATION, UNIT RATES AND BILLINGS.

- A. **Cost Allocation and Unit Rates.** The Information Services Division shall be responsible for developing the cost allocation plan necessary to support the projected demand for services. In developing this plan, Information Services personnel will work with the City and County departments served. The cost allocation plan will include the unit rates to be charged for information technology services offered by the Information Services Division.
- B. The ISPC shall review and recommend to the Mayor, City Council and Board of Commissioners the cost allocation plan and related unit rates developed by the Information Services Division.

- C. **Billings.** Monthly billings will be made available to all organizations utilizing Information Services Division services, and payments shall be deposited in the Information Services Revolving Fund. All costs of the operation of the Information Services Division shall be paid from the Information Services Revolving Fund.

V. ENTERPRISE PROJECTS.

- A. **Enterprise Projects.** Enterprise project means an endeavor undertaken by ISPC working with the City or County over a fixed period of time using information technology, which would have a significant effect on a core business function or which affects multiple government programs, agencies, or institutions. Such project includes all aspects of planning, design, implementation, project management, and training relating to the endeavor. An appropriate search for commercially available software is encouraged.
- B. The ISPC shall designate an individual information technology project as an enterprise project if the project meets the definition set forth in Section V(A) of this Interlocal Agreement.
- C. A Project Charter shall be prepared for each enterprise project by the project's primary owner to be approved by the ISPC. The project charter shall document the project's ownership, a definition of the work to be accomplished, financial details and an estimated schedule.
- D. The primary owner of an enterprise project shall provide project status updates upon request from the ISPC.
- E. As set forth in section III(E) of this Interlocal Agreement, the ISPC shall report on the status of all enterprise projects.

VI. EMPLOYEES.

Employees of the Information Services Division shall be considered City employees for the purpose of compensation, fringe benefits, and all other personnel related matters.

VII. DEDICATED EQUIPMENT.

All personal property, including but not limited to, computers, software, office equipment and furniture, and other support equipment used by the Information Services Division shall remain the property of the respective party which owned it on the effective date of this agreement. Thereafter, all personal property purchased or otherwise acquired for the Information Services Division shall be jointly owned by the parties; provided, however, that property purchased for specific use of an agency or department of a party and the cost of which is specifically paid for by said party shall be and remain the property of that party.

Upon termination of this agreement, jointly-owned property shall be divided as nearly as possible in proportion to the funds provided according to the then-current Information Services

Division budget. If some or all of such property is not divisible, the City shall have the option to acquire it by paying the County the then-market value of the property reduced by the proportional amount of the City's original purchase contribution. Jointly owned property not distributed to or acquired by either party shall be sold and the proceeds divided between the parties in proportion to the funds provided to the then-current Information Services Division budget by the parties.

VIII. EXISTING CONTRACTS.

After execution, the County agrees to be bound by all existing contracts entered into by the City for the delivery of information technology services. All future contracts for information technology services deemed necessary for the successful operation of the division shall be joint contracts.

IX. DURATION AND EFFECTIVE DATE.

This Agreement shall become effective upon execution by the parties and shall remain in full force and effect for a period of one year. Thereafter, it shall be automatically renewed for successive one year periods, unless terminated as hereafter provided.

X. AMENDMENTS.

This Agreement may be amended by written amendments approved by both parties.

XI. TERMINATION.

This Agreement may be terminated by either party giving notice on or before the anniversary date of its execution that such party intends to terminate this agreement one year after such anniversary date. Such notice shall be served in writing upon the clerk of the other party. Upon termination, the terminating party shall have available to it all data and documentation accumulated to the date of termination. Upon termination, the fixed assets and outstanding obligations will be assessed and divided between the parties on a pro rata basis according to contributions. The balance in the revolving fund consists of payments for services rendered and need not be distributed between the parties. However, if any portion of the balance of the revolving fund is for prepayment of services, said services shall be rendered prior to termination or a refund shall be issued for the portion of the prepayment remaining on the effective date of termination.

XII. PREVIOUS AGREEMENTS SUPERSEDED.

This Agreement supersedes the previous Agreement between the parties, the last of which was dated September 13, 1999.

EXECUTED this ___ day of _____ by the city of Lincoln, Nebraska.

CITY OF LINCOLN, NEBRASKA

Mayor

APPROVED AS TO FORM

this ___ day of _____, _____.

Assistant City Attorney

EXECUTED this ___ day of _____, by Lancaster County, Nebraska

**THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA**

_____, Chair

APPROVED AS TO FORM

this ___ day of _____, _____.

County Attorney