



# RESOLUTION No. 24-531

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND CITY OF NEVADA CITY FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES, AT A COST TO THE CITY OF \$90,965 ANNUALLY, PLUS ADDITIONAL AMOUNTS AS MAY BE AUTHORIZED BY THE CITY FOR ADDITIONAL SERVICES, EFFECTIVE UPON EXECUTION BY BOTH PARTIES, AUTHORIZING THE CHIEF INFORMATION OFFICER TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE AUDITOR-CONTROLLER TO INCREASE THE INFORMATION SYSTEMS BUDGET BY \$80,000 (4/5 AFFIRMATIVE VOTE REQUIRED).**

WHEREAS, the County of Nevada has, since 2008, provided the City of Nevada City technology support services; and

WHEREAS, the scope of services required for organizational stability and security has grown to become more comprehensive since the initial engagement; and

WHEREAS, the original and subsequent agreements were structured around a time-and-materials approach and created inconsistent engagement and continuity for services, support and security, and created an inconsistent process for understanding the fiscal impacts of technology support to the City; and

WHEREAS, the intent of this agreement is to provide the City a consistent base-cost plan for core technology services as defined in the IS Service Directory and a process for annually understanding cost expectations and managing the technology infrastructure used by the City; and

WHEREAS, this agreement aligns the City's standard use of services with those of the County and is in alignment with similar policies and procedures used to govern services provided to other County of Nevada departments.

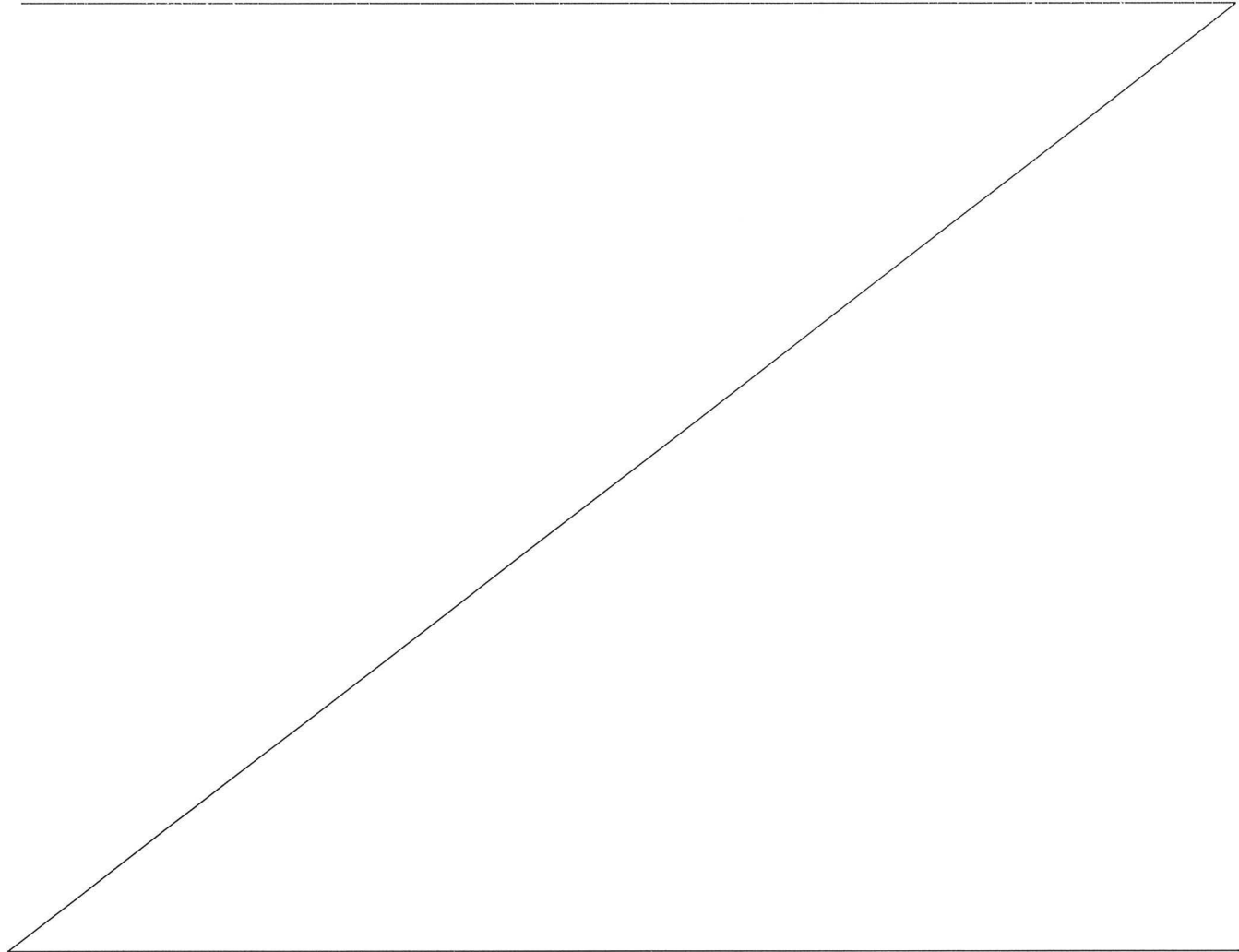
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, hereby:

1. Approves the Memorandum of Understanding between the County of Nevada and the City of Nevada City for a term starting July 1, 2024 and continuing until either party terminates the agreement in writing.
2. Authorizes the Chief Information Officer to sign the attached MOU in substantially the form attached, the annual Equipment and Support Scope Update, and any amendments required to incorporate support level changes.
3. Authorized the Auditor Controllers office to amend the Information Systems Fiscal Year 2024-25 budget as follows:

Increase:

0101-11007-531-5000-452100

\$80,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of October 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By:  \_\_\_\_\_

 \_\_\_\_\_  
Hardy Bullock, Chair



## Information and General Services Department

950 Maidu Avenue  
Nevada City, CA 95959  
Phone: 530-265-1238  
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Information Systems  
Geographic Information Systems  
Cable Television  
Central Services

Facilities Management  
Purchasing  
Emergency Services  
Public Library

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### Memorandum of Understanding between the City of Nevada City and County of Nevada

This Memorandum of Understanding (MOU) is between the City of Nevada City (hereinafter “City”) (“), a municipal corporation organized under the laws of the State of California, and the County of Nevada (hereinafter “County”), a political subdivision of the State of California, and shall take effect July 1, 2024 with the intent to be updated annually.

Whereas, the City first engaged with the County’s Information Systems Department (hereinafter “IS”) to provide information technology support in 2008;

Whereas, the scope of services required for organizational stability and security has grown to become more comprehensive since the initial engagement;

Whereas, the original and subsequent agreements were structured around a time-and-materials approach and created inconsistent engagement and continuity for services, support and security, and created an inconsistent process for understanding the fiscal impacts of technology support to the City;

Whereas, the intent of this agreement is to provide the City a consistent base-cost plan for core technology services as defined in the IS Service Directory and a process for annually understanding cost expectations and managing the technology infrastructure used by the City.

Whereas, this agreement aligns the City’s standard use of services with those of the County and is in alignment with similar policies and procedures used to govern services provided to other County of Nevada departments.

NOW, THEREFORE, the Parties agree to the following:

#### 1.0 General Provisions

- 1.1. County provides enterprise-level information technology (hereinafter “IT”) services to the County, serving a variety of locations and over 1500 end-users, and employing professional technologists on-staff which provide application, desktop, network, server, and other IT related services.

- 1.2. City and County mutually agree that the core technology needs of City are best served by collaboration and inclusion with services and support provided by County.
- 1.3. County will fill the role of technology advisor for City in areas that affect systems or integrations where such technology must depend on or integrate with technology provided by County.
- 1.4. This agreement will be reviewed annually to reaffirm alignment, compliance to policy, roles and assignments for the City Fiscal and Technical contacts, and County IS Liaison.
- 1.5. This agreement shall be reviewed annually by the Nevada City City Manager and County IS Chief Information Officer, or their designees. At any time either party may request in writing a substantial change to this agreement with 90 days' notice.
- 1.6. The rates set in this agreement will be modified annually by County, with updated rate sheets provided as part of the County annual budget preparation cycle. A copy of the "Budget Memo" which outlines rates for the upcoming fiscal year will be provided to Nevada City at least 3 months prior to the new fiscal year.

## 2.0 Service Delivery Management (SDM) and Billing

- 2.1. City staff, volunteers, contractors, or those authorized by City for technology access, will submit requests for service through the County IS Service Delivery Management (SDM) system or by contacting the Service Desk via telephone call. Direct calls to County IS team members (staff) will be made only for communicating on work that has been initiated through the Service Desk.
  - 2.1.1. County will record all work performed in a work-tracking system, to the extent practical, County will document each request for service in a separate ticket.
  - 2.1.2. Requests that are expected to require more than 16 hours of work will be routed through the Project Initiation process where a business case is developed, and the request is prioritized against the existing project queue, and a Charter is developed and signed to by County and City before work begins. The Charter will provide estimates of the level of effort that will be required by both County and City to complete the project. In executing the Charter, both parties agree to make staff available to complete the project on the agreed upon timeline.
  - 2.1.3. County will bill City quarterly for services performed. (Note: billings are aligned with pay periods and will not necessarily correspond to the fiscal year.)
- 2.2. Coordination and Monitoring
  - 2.2.1. City will identify a Single Point of Contact (SPOC) who will facilitate meetings between City Members and County IS staff and act as technology liaison.
  - 2.2.2. County will assign a liaison from the Business Relationship Management (BRM) Team to be the SPOC for City.

2.2.3. Both the City SPOC and County BRM liaisons will meet quarterly to review service history, account roster, and training completion requirements.

### 2.3. Emergency Requests for Service

2.3.1. County IS will provide an after-hours Service Desk option for City to use at their discretion. This is accessed by calling the standard Service Desk phone number and selecting the appropriate prompt. All calls for service outside of business hours may incur billable charges.

2.3.2. City escalation directly to a County IS team member may be made after initial contact has been attempted to the Service Desk.

### 3.0 City Responsibilities

3.1. Agree to and comply with best practices and standards regarding Information Technology and Cybersecurity as defined in the Nevada County Security Policies (NCSPs).

3.2. Follow documented procedures for obtaining support as described in section 2.0.

3.3. Follow guidance within NCSPs, including:

3.3.1. Receiving approval prior to obtaining, installing, or licensing new technology such as software, subscriptions/services, and hardware;

3.3.2. Protect access to the network from non-credentialed entities, including guests and vendors;

3.3.3. Maintain Cyber Security awareness as a common course of business by minimally completing assigned training.

3.4. City Members will:

3.4.1. Agree to and follow Nevada County Security Policies (NCSPs) prior to receiving accounts or assigned equipment.

3.4.2. Participate in a timely manner with all assigned technology and cyber security trainings, including Cyber Security practice and phish tests.

3.4.3. Secure and protect issued equipment.

3.5. City agrees to hold County harmless for failure to provide services due to circumstances beyond County's control, provided the County service to City will be made on a best effort basis by County.

3.6. City Members will demonstrate basic capability in operating assigned technical equipment and undertake needed technical training if needed.

3.7. City will provide all necessary technical training and related resources that may be required to support City-specific systems.

3.8. Maintain subscriptions and services with vendors necessary to provide connectivity between City locations and County Data Center, and to increase speed/subscription as needed to obtain acceptable performance.

3.9. Plan to replace network and computer equipment as needed to ensure supportability and compliance.

#### 4.0 County Responsibilities

- 4.1. County shall maintain confidentiality controls over all department files and City data files.
- 4.2. County will provide Microsoft Office software licensing and access to various "Office 365" solutions such as SharePoint and OneDrive.
- 4.3. County will provide technical assistance (billable and non-billable) for supported equipment and software detailed in the annual Service Directory and Annual Budget Memo in accordance with listed policy, procedure, and standards.
- 4.4. County will prepare and provide an annual equipment inventory and replacement forecast to City in January of each year.

#### 5.0 Addressing and Resolving Concerns

- 5.1. City and County agree to approach this agreement as a partnership, with good intent, and recognize that City will be provided service by County in the similar manner as provided to other County Departments.
- 5.2. Accounts held by City employees with unresolved training or ongoing behaviors contrary to the terms of service may be disabled/terminated by County until those concerns are addressed. County IS BRM Liaison will work proactively with City SPOC to avoid account terminations.
- 5.3. City agrees to notify their assigned County IS BRM liaison directly of concerns related to technology service being provided through standard processes as identified in 2.0.
- 5.4. City's City Manager and County's IS CIO will maintain an open line of communication with the intent of collaboration and supporting an ongoing relationship.

#### 6.0 Exclusions and Clarifications

The following items are the subject of separate agreements or are outside the scope of services County provides.

##### 6.1. In building wiring

Mixed. County will facilitate installation and repair of in-building network cabling at the request of City. City may also directly contract for services by cabling vendors. Cabling to be used with County-managed networks must meet documented minimum standards.

##### 6.2. PEG/Cable TV, INET, and video production

Separate MOU and agreements are maintained between the local government jurisdictions and the Nevada County Digital Media Center

##### 6.3. Telephones

Out of Scope –City maintains separate service and support contract. Telephones have separate vendor-managed infrastructure and connectivity.

##### 6.4. Copiers

Out of Scope - City maintains separate service and support contract.

Support Vendor is responsible for updating equipment to protect against CyberSecurity threats.

Connectivity is provided and billed in accordance with provided rates.

6.5. In-vehicle solutions (MDTs) installation

In-vehicle hardware, mounting, equipment, are managed by City

Computers connected to County computing systems are covered.

CITY

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Sean Grayson  
City Manager  
City Of Nevada City

Approved to form:

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Dean Pucci  
City Attorney  
City of Nevada City

COUNTY

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Landon Beard  
Chief Information Officer  
County Of Nevada Information & General Services

Approved to form:

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Kit Elliott  
County Counsel  
County of Nevada