



RESOLUTION No. 19-102

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE TOWN OF TRUCKEE FOR INFORMATION TECHNOLOGY SERVICES AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT

WHEREAS, the County of Nevada has since 2010 (Resolution 10-007) provided the Town of Truckee with space in the County's data center for the disaster recovery purposes of the Town and a high speed fiber data connection to the Truckee Town Hall; and

WHEREAS, the County has since 2011 provided the Town with a high speed fiber data connection to the Truckee Corporation Yard (Resolution 11-221); and

WHEREAS, the County has since 2016 (Resolution 16-406) provided the Town of Truckee with a high speed fiber data connection under a service agreement with Suddenlink Communications; and

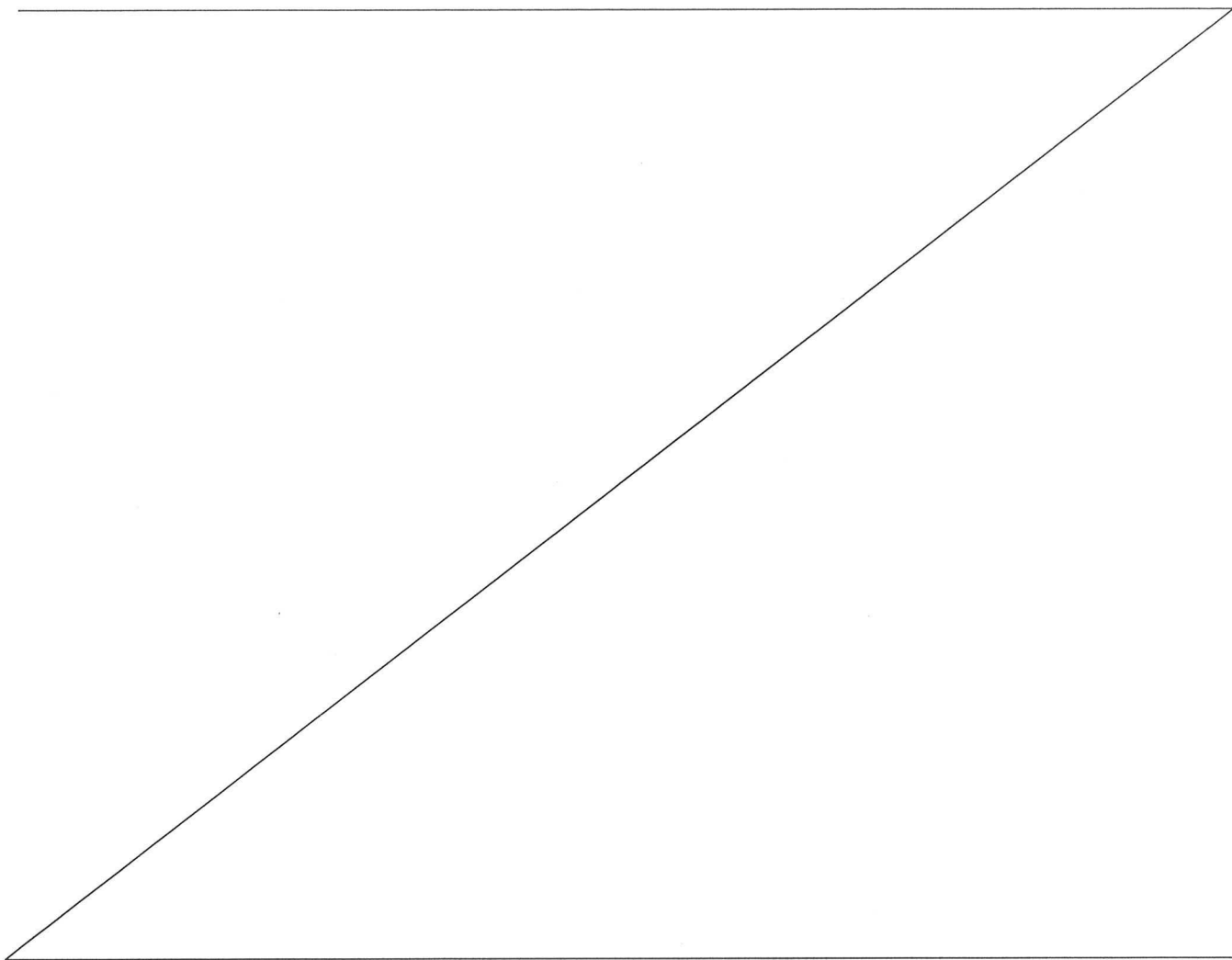
WHEREAS, the County and the Town desire to continue the relationships thereby established; and

WHEREAS, the Agreement is effective July 1, 2018 and will continue until written termination or amendment by either party; and

WHEREAS, the costs to the Town under this Agreement include the continued \$676 per month for the disaster recovery site and \$860 per month for the circuits (plus applicable taxes and fees), in addition to \$116 per month for equipment maintenance for a total of \$1,652 per month, and additional costs include service calls and other contracted labor for desktop and network services in the amount of \$99 per hour and \$122 per hour for application services, subject to change annually.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors approves and the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Agreement with the Town of Truckee pertaining to the provision of information technology services. This Agreement supersedes the prior agreement between the parties that was authorized by Resolutions 16-406; Resolution 10-007 & amended by Resolution 11-221.

Revenue will be deposited to Information Systems: 0101-11007-531-5000-452100.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of March, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

**AGREEMENT BETWEEN THE COUNTY OF NEVADA AND
THE TOWN OF TRUCKEE FOR INFORMATION TECHNOLOGY SERVICES**

PREAMBLE

This Agreement is made between the **County of Nevada** ("COUNTY") and the **Town of Truckee** ("TOWN"), effective July 1, 2018, and supersedes the prior agreement between the parties dated May 24, 2016. In consideration for this Agreement, the COUNTY will provide to TOWN the information technology services and resources described herein, and TOWN will pay the COUNTY for said services and resources in accordance with the terms, conditions, and rates described herein.

AGREEMENT

1. Disaster Recovery Site

COUNTY will provide TOWN with space in the County's data center at the Eric Rood Administrative Center, 950 Maidu Avenue, Nevada City, California, for the purpose of stationing a remote data center for continuity of operations in the event that a disaster makes TOWN's primary data center unusable.

- a. Space will consist of fifteen (15) units of fully conditioned rack space. COUNTY will monitor the environment to ensure that ambient cooling is maintained.
- b. TOWN will provide within the fifteen (15) units of rack space an uninterruptible power supply (UPS) to support their equipment. Sizing of the UPS unit will be at the discretion of TOWN. A dedicated breaker and circuit has been installed by COUNTY, and reimbursed by TOWN, between electrical panel C2 and TOWN's rack location. Power provided by COUNTY to the TOWN UPS is unconditioned.
- c. The equipment that TOWN has installed at the COUNTY's data center is rated at approximately 3550 watts, requiring approximately 85.2 kilowatt hours of per month of electricity in continuous operation.
- d. TOWN will perform data synchronizations between its primary data center in Truckee, California, and the COUNTY's data center. Data synchronizations will be performed between the hours of 6:00 p.m. and 6:00 a.m. in order to minimize the impact on the COUNTY's operations.

2. Connectivity between County and Town

COUNTY will provide TOWN with 1GBps handoff at the following locations:

- Truckee Town Hall at 10183 Truckee Airport Road.
- Town of Truckee Corporation Yard at 10969 Stevens Lane

COUNTY will provide TOWN with a 50Mbps CIR private data network path from the Truckee Town Hall to the Disaster Recovery Site at the COUNTY main data center via the County's Joseph Center. TOWN data traversing this link will not be intermingled with COUNTY data.

COUNTY will provide an interconnect between the COUNTY network and TOWN as needed for cooperative arrangements that may from time to time be established between the parties.

TOWN, at its discretion, may elect to procure a secondary connection for fail-safe protection.

TOWN is responsible for all addressing, rate limiting, and security of TOWN data traversing the provisioned data network path and for securing TOWN's side of interconnect with COUNTY network(s).

COUNTY shall provide standard 24/7 emergency response service through the COUNTY's Service Desk. Response calls will be subject to billing at the rates provided in Section 4.

COUNTY will collect equipment maintenance fees, which provide for replacement of COUNTY-MANAGED equipment at each serviced location, as identified above.

3. Other Services

COUNTY will provide TRUCKEE additional information technology services upon request, to the extent that COUNTY has the available resources to meet such requests. The scope, schedule, and estimated cost of individual service requests shall be agreed to in writing by the parties. Costs shall be based on the labor rates identified in Section 4 below, and actual costs with no markup for materials and contracted services.

4. Costs

a. TOWN agrees to pay COUNTY for the services described herein at the following rates:

DISASTER RECOVERY SITE \$405 per month to cover electrical power and cooling usage.
\$271 per month for 50 Mbps connectivity between TOWN and COUNTY data center.

The Town can opt to increase bandwidth to 100 mbps for a total of \$350 per month and 250 mbps for a total of \$500 per month. The Town must give 60 days notice to increase bandwidth.

FIBER CONNECTION COUNTY will pass through to TOWN the cost from Suddenlink to provide the connection, which is \$860 per month plus applicable taxes and fees.

Monthly EQUIPMENT MAINTENANCE FEE

UPS - \$21 per month per site- maintenance and replacement in 3 years.
Switch - \$ 22 per month per site – maintenance and replacement in 5 years
Labor- \$15 per month per site (at least one site visit per year plus monitoring over 5 years)

Total Monthly Costs two sites: \$116

SERVICE CALLS AND OTHER CONTRACTED LABOR

Rates effective July 1, 2018 and subject to change annually)

Desktop and Network Services: \$99 per hour

Application Services: \$122 per hour

b. COUNTY will invoice TOWN quarterly. TOWN agrees to pay COUNTY's invoices within 30 days of receipt.

c. COUNTY will from time to time perform a review of its rates to determine that they appropriately reflect the actual cost of providing the subject services and resources. COUNTY will provide TOWN with no less than 60 days written notice prior to changing the rates.

5. Term of the Agreement

This Agreement shall become effective upon execution by both parties and shall continue until terminated by either party upon 30 days written notice to the other party.

6. Contact Persons

For the COUNTY OF NEVADA:
Steve Monaghan
Chief Information Officer
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1239

For the TOWN OF TRUCKEE:
Chris Ring
Information Technology Supervisor
10183 Truckee Airport Road
Truckee, CA 96161
(530) 528-7700

7. Notices

All notices required by this Agreement shall be sent first-class mail or personally delivered to the persons and addresses set forth in above. Such addresses may be amended from time to time by, which shall not be deemed or construed an amendment to this Agreement.

8. Authority

Town and County represent that they have the authority to enter into this Agreement and perform its terms. Each party warrants that the individuals signing this Agreement have the legal authority to do so and bind each party to perform the obligations set forth herein.

9. Hold Harmless Agreement

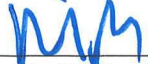
Town and County shall hold harmless, indemnify, and defend each other from any and all claims, lawsuits, litigation, and/or proceedings, including the payment of reasonable attorneys' fees and costs related thereto, which arise from their respective entry into this agreement.

10. Miscellaneous Provisions

Time is of the essence of this Agreement and all parties agree to proceed with due diligence to fulfill its terms. This Agreement shall be interpreted in accordance with the laws of the State of California, and the exclusive jurisdiction and venue over any litigation arising here from shall be the appropriate court of Nevada County, California. This Agreement contains the entire agreement between the parties with regard to all matters contained herein and supersedes all previous discussions, representations, and correspondence between the parties. If any provision of this Agreement shall be declared void, voidable, illegal or unenforceable by any court of competent jurisdiction, administrative panel or arbitration panel, such declaration or finding shall not void or cancel the other provisions of this Agreement, which shall remain binding upon the parties. No modification of this agreement may be made except in a recorded writing signed by all parties that is approved in the manner required by California law for contracting with government agencies. This Agreement may be signed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument. The parties hereto have independently reviewed this Agreement and no presumption shall arise from the fact that it was prepared by or at the request of either party. The parties shall fully cooperate with each other in performance of this Agreement, including execution of any and all reasonably required documents and take any reasonably required further acts.

IN WITNESS WHEREOF, the COUNTY OF NEVADA and the TOWN OF TRUCKEE have executed this agreement on the day and year set forth below.

County of Nevada



Honorable Ed Seefeld Richard Anderson
Chair, Board of Supervisors

Dated: 3/12/2019

Attest:



Julie Patterson Hunter
Clerk of the Board of Supervisors

Approved as to Form:



County Counsel

Town of Truckee



Jeff Loux
Town Manager

Dated: 2-7-19

Approved as to Form



Andrew Morris, Town Attorney