



RESOLUTION No. 16-406

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE TOWN OF TRUCKEE FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the County of Nevada has since 2009 (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 and the Town desire continue the relationships thereby established, with the modification that the high speed fiber data connection will be provided under a service agreement with Suddenlink Communications rather than by the County Institutional Network;

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 Resolution 10-007, as 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 9th day of August, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

8/9/2016 cc: IS*
AC*(hold)

8/12/2016 cc: IGS**
AC*(release)
Town of Truckee

**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, 2016, and supersedes the prior agreement between the parties dated May 24, 2011. 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 and 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 nightly 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 Ethernet connectivity provisioned for voice and video quality of service to 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 data network path between those locations via the COUNTY's Joseph Center in Truckee, and from the Joseph Center to the COUNTY's main data center and the Disaster Recovery site described above. Service between the two TOWN locations and the Joseph Center will be provisioned at 500Mbps. Service from the Joseph Center to the main data center will be provisioned at 10 Mbps.

This service will support data exchange between the COUNTY 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.

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.

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 \$500 per month to cover electrical power usage

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.

SERVICE CALLS AND OTHER CONTRACTED LABOR
(Rates effective July 1, 2016 and subject to change annually)

Desktop and Network Services: \$99 per hour

Application Services: \$128 per hour

- b. COUNTY will invoice TOWN quarterly. TOWN agrees to pay COUNTY's invoices within 30 days of receipt.
- c. COUNTY has, under a prior agreement, been collecting I-Net Maintenance fees from TOWN to cover maintenance and replacement costs for endpoint equipment that has been serving the County's Institutional Network over the past several years. The COUNTY plans to use these funds during the period of the present Agreement to replace much of said equipment, which will be used to provide the services described herein. COUNTY may, at a future date, re-institute a maintenance fee in order to ensure continued availability of funds for future maintenance and replacement. Any such imposition of additional fees will be subject to mutual written agreement of the parties.
- d. 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 Dan Miller
Chair, Board of Supervisors

Dated: 8-9-16

Attest:


Julie Patterson Hunter
Clerk of the Board of Supervisors

Approved as to Form:


County Counsel

Town of Truckee


Tony Lashbrook
Town Manager

Dated: 7-7-16

Approved as to Form


Andy Morris, Town Attorney