CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2757

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A SERVICES AGREEMENT WITH REJIS COMMISSION OF ST. LOUIS, MISSOURI, TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF COLUMBIA, ILLINOIS

Adopted by the
City Council
of the
City of Columbia, Illinois
this 7th day of December, 2009

Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 7th day
of December, 2009

ORDINANCE NO. 2757

A. Ronald Colyer
City Clerk

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A SERVICES AGREEMENT WITH REJIS COMMISSION OF ST. LOUIS, MISSOURI, TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF COLUMBIA, ILLINOIS

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to employ a firm to provide information technology support services for the City;

WHEREAS, the City Council of the City has selected REJIS Commission of St. Louis, Missouri ("REJIS") as an appropriate company to provide such services; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into a Services Agreement to employ said firm to provide such services to the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1.   The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2.   The City Council of the City of Columbia, Illinois, does hereby authorize the employment of REJIS to provide information technology support services as requested by the City, and does further authorize and direct the City Administrator to execute and deliver a Services Agreement, in the form attached hereto, evidencing such employment of REJIS to provide such information technology support services as requested by the City, which Services Agreement (including its attachment entitled "REJIS Services Definitions and Conditions") is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

Section 3.   This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman <u>Roessler</u> moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman <u>Niemietz</u>, and the roll call vote was as follows:

YEAS: <u>Aldermen Ebersohl, Agne, Niemietz, Hejna, Oberkfell, Stumpf and Roessler.</u>

NAYS: <u>None</u>.

ABSENT: <u>Row</u>.

ABSTENTIONS: <u>None</u>.

PASSED by the City Council and APPROVED by the Mayor this 7th day of December, 2009.
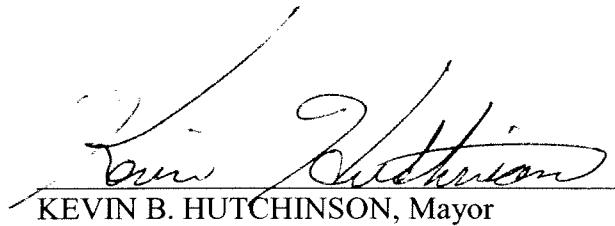
_____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

_____
J. RONALD COLYER, City Clerk
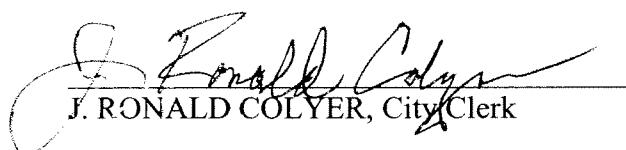
(SEAL)

STATE OF ILLINOIS   )
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

I further certify that on the 7th day of December, 2009, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2757 entitled:

> **"AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A SERVICES AGREEMENT WITH REJIS COMMISSION OF ST. LOUIS, MISSOURI, TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF COLUMBIA, ILLINOIS"**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2757 including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on December 8th, 2009 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 7th day of December, 2009.

_____
J. RONALD COLYER, City Clerk
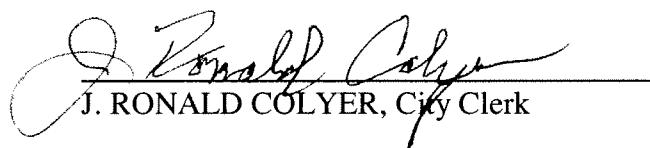
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

<u>CERTIFICATE OF TRUE COPY</u>

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2757, entitled:

"AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A SERVICES AGREEMENT WITH REJIS COMMISSION OF ST. LOUIS, MISSOURI, TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY OF COLUMBIA, ILLINOIS"

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 7th day of December, 2009.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 7th day of December, 2009.

                                            J. RONALD COLYER, City Clerk

(SEAL)

REJIS

Connecting People and Information

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St. Louis, Missouri

63108-2897

314/535-1950

FAX 314/535-1729

www.rejis.org

Jerald L. Kent
Chairman

Chief Carl R. Wolf
Secretary-Treasurer

Robert J. Bence

Chief Daniel Isom

Chief Tim Fitch

Lewis E. Reed

Dr. William R. Powell, Jr.
General Manager

Services Agreement

The City of Columbia ("City") and the REJIS Commission ("REJIS") have entered into an annual Services Agreement ("Agreement") for information technology support to be supplied by REJIS. The intent of the parties is that REJIS will supply a pool of technology hours which may be utilized by the City based upon its needs and discretion (see attachment **REJIS Services Definitions and Conditions** for detail). The level and pricing of these services are detailed in **REJIS Services Definitions and Conditions.**

The term of this Agreement shall be for one year beginning December 1, 2009 and terminating one year later. The Agreement may be renewed for additional like periods. A minimum of sixty days prior to the termination date, the City shall notify REJIS of its intent either to allow the Agreement to expire or to renew the Agreement for another year. Notwithstanding other terms to the contrary, the obligation of the City under this Agreement shall cease immediately for a fiscal year in which the City does not, for any reason, appropriate funds for this Agreement or any of its renewals. Cancellation for cause by the City may occur at any time upon sixty day written notice. REJIS may cancel at the end of the original Agreement, or any renewal term, by giving the City sixty day advance notice.

Fees for services shall be those set out in **REJIS Services Definitions and Conditions.** The method of payment for the base fee shall be quarterly payments in advance for base services by the City, with no offsets. Fees and payments which exceed the base price are payable upon receipt of invoice. REJIS may, with the consent and authorization in writing of the appropriate City officials, contract for services requested by the City which are beyond the scope of the base services, and pay for such services out of its own funds, with costs reimbursable to REJIS upon receipt of the invoice.

REJIS represents and warrants that it presently has no interest and shall not acquire any interest, which would conflict in any manner with the performance of services to be provided under this Agreement.

REJIS shall not discriminate against any employee or applicant for employment, or in terms or conditions of employment due to said person's

age, race, religion, creed, color, sex, national origin, handicap, or disability relative to carrying out this Agreement.

REJIS shall have the right to use City data processing assets at no cost to REJIS to carry out the obligations under this Agreement. The City, at no charge to REJIS, will provide the necessary facilities to assist REJIS in performing its duties. Such facilities would include, but not be limited to, adequate office space and parking, access to equipment and any required supplies.

REJIS will provide any required insurance coverage including Professional Liability Coverage in an amount of not less than $1,000,000.

The City's data and confidentiality shall be kept secure by REJIS. Only authorized REJIS employees or contractors will have access to City data or processes. Information originating from the City shall not be provided to any third parties without written consent of the appropriate City Official.

REJIS and the City agree that they will not solicit for employment, nor employ each other's personnel during the term of this Agreement and for six months after the termination of the Agreement. In the event that REJIS or the City chooses to employ an individual who within the preceding one-hundred and eighty days was employed by the other party as a full time employee, both REJIS and the City hereby agree to pay an amount equal to six months base salary, without deductions and including benefits, to the other party. The base salary will be computed on the employee's salary as of the time of departure from either REJIS or the City.

The prices in the **REJIS Services Definitions and Conditions** are for base fees for one year. Requirements exceeding the base fee shall be billed at current prices. All prices stated are subject to an annual review upon the anniversary of the Agreement. Any such increase in base fees or rates will be sent in writing with the appropriate documentation to the City sixty days prior to the due date of the payment.

City of Columbia: REJIS:

Signature _____   Signature _____
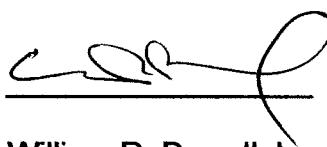
Name _____   Name Dr. William R. Powell Jr.

Title _____   Title   General Manager_____

Date _____   Date   November 25, 2009_____

Attachment

Attachment to Services Agreement

REJIS Services Definitions and Conditions

The REJIS Commission ("REJIS") and the City of Columbia ("City") have entered into an annual Services Agreement ("Agreement") in which the City has access to the various skills supplied by REJIS, upon request, required to support technology installed at the City. Those skills may vary from technology planning, project management, network configuration, workstation selection, product evaluation, to problem resolution. The Agreement consists of an annual hour allotment that may be used at the discretion of the City. If additional hours are required, those hours may be purchased at a predetermined fixed rate. This Agreement is subject to safeguards such as termination for cause. All services are supplied for an annual base rate payable in advance.

Structure of the Agreement:

Annual Agreement:	Renews for a like period unless cancelled 60 days before end date. Agreement is cancelable for cause.
Base Fee:	$56,800 annually payable quarterly in advance.
Base Hours:	800 hours annually, subject to a limit of 20% of base hours per month. Service can be scheduled during normal business hours (7:00am – 5:00pm: Monday – Friday). No more than 15% of the total number of hours in this agreement may be carried over to the subsequent service year. This agreement is based on the stipulation that the City renews an agreement for IT Support Service. The hours may not be redeemed for cash value.
Hours Logged to Base Hours:	Actual time worked (excluding travel time) based on request for services authorized through incident reports, work orders, or project requests. In an effort to maximize our effectiveness in resolving technical issues in a timely manner, the City must have connectivity to the internet with a firewall that uses current generation VPN connectivity or be part of the REJIS network to allow a connection to REJIS for remote support.

Type of Service:	Any technology service normally provided by REJIS including management, special skills, problem resolution, consulting, etc. Does not include wiring, hardware repair, proprietary software fixes, or software bug repair. If any hardware or software is identified during the initial on-site assessment that REJIS does not have requisite expertise, REJIS will either offer limited support or advise that support is not available. This issue will be brought to the attention of the City at the conclusion of the assessment.

Service Includes at
No Additional Cost:

- Unlimited use of the Help Desk
- Account Manager
- Monthly Reporting
- Management and dispatching of hardware service vendors (optional)

Other Services Available:

Annual Technology planning (time charged to Base Hours).

Management of all IT Vendors (time charged to Base Hours).

General operational functions such as backups, offsite storage, disaster recovery, etc. may be charged to base hours, or in the case of purchased services, will be billed by REJIS at 10% over cost.

Internet, regional law enforcement, etc. will be billed as and treated as separate services. Any staff requirements associated with these other services may be charged to the Base Hours.

Other Conditions:

Base Hours may only be used for the City of Columbia.

Service Levels:

All calls for assistance will be originated through the REJIS Help Desk, with the exception of Projects. Projects will be authorized in writing by the appropriate level of management at the City. At the initiation of a service call, the caller determines if the call is an incident or a work order. All priority incidents not resolved by level one support (Help Desk) will be handled remotely or responded to in 2 hours during normal business hours (7 a.m. to 5 p.m – Monday - Friday.) and within 4 hours during non-business hours and holidays. Non-priority service calls placed after 3 p.m. will be handled remotely, responded to by 9 a.m. next business day or held for the next scheduled service day if agreeable to the City. The City will determine the level of priority. Response time for Work Orders will be determined by the City, and such requests will be honored by REJIS, subject to available resources.

Work performed will be reported to the City monthly.