

ORDINANCE NO. 2520

DEC 18 2006

**AN ORDINANCE TO EMPLOY REGIONAL JUSTICE
INFORMATION SERVICES (REJIS) OF ST. LOUIS, MISSOURI
TO RENDER INFORMATION TECHNOLOGY SUPPORT TO
THE CITY OF COLUMBIA, ILLINOIS.**


City Clerk

WHEREAS, the City Council of the City has further found and determined and does hereby declare that it is necessary and appropriate that the City employ REJIS to provide information technology support to the City by supplying a pool of technology hours which may be utilized by the City based upon its needs and discretion;

WHEREAS, the term of the "Services Agreement" shall be for a period of one (1) year following the date of this ordinance and may be renewed for additional like periods;

WHEREAS, the "Services Definitions and Conditions" shall stipulate the types of service offered and the respective fees required, which services may be utilized as required and determined by 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 does hereby authorize the employment of REJIS to provide the information technology support to the City. The Mayor, or City Administrator as delegated by the Mayor, is hereby authorized and directed to execute and deliver to REJIS for and on behalf of the City, the "Services Agreement" between the City of Columbia, Illinois and REJIS in the form attached hereto, which is hereby approved as to form, in as many counterparts as the Mayor or City Administrator shall determine and the City Clerk is hereby authorized and directed to attest the same and to affix thereto the corporate seal of the City.

Section 3. The City Council of the City does hereby delegate to the City Administrator the authority to direct and execute the information technology support as indicated in the "Services Agreement" and the "REJIS Services Definitions and Conditions" as the City Administrator shall determine.

Section 4. This ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Conrad moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

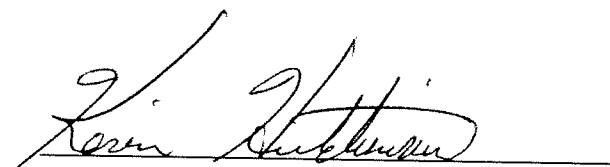
YEAS: Aldermen Conrad, Ebersohl, Agne, Niemietz, Unnerstall, Koesterer, Row, Hutch and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

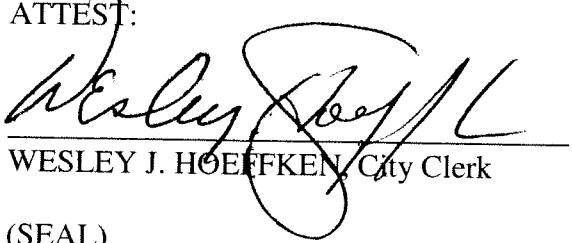
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of December, 2006.



Kevin B. Hutchinson
Kevin B. Hutchinson, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

REJIS

Connecting People and Information

Services Agreement

4255 West Pine Blvd.
St. Louis, Missouri
63108-2897
314/535-1950
FAX 314/535-1729
www.rejis.org

The City of Columbia, Illinois ("City") and the Regional Justice Information Services ("REJIS") have entered into an annual 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, 2006 and terminating one year later (Nov. 30, 2007). 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 agreement, and pay for such services out of its own funds, with costs reimbursable to REJIS upon receipt of this 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

Paul W. Newhouse
General Manager

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 6 months after the termination of the agreement.

Beginning in January 2007, compliance with the Fair Labor Act may result in a surcharge for work requested outside normal business hours.

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 thirty days prior to the due date of the payment.

City:

Name

Title

Date


Ruthie Tuck
City Administrator
12/22/06

REJIS:

Name

Title

Date


Mr. J. T.
12/8/06

Attachment

Attachment to Services Agreement

REJIS Services Definitions and Conditions

REJIS and the City of Columbia, Illinois ("City") have entered into an annual service arrangement in which 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 would consist 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:	\$14,000 annually payable quarterly in advance.
Base Hours:	200 hours annually, subject to a limit of 20% of base hours per month.
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.
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.
Service Includes at No Additional Cost:	<ul style="list-style-type: none">-- 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).

Remote access for operations such as backups (included in Base Charge unless on-site service is required and then time charged to Base Hours); any investment is the responsibility of the City.

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, Illinois.

Service Levels:

All calls for assistance will be originated through the 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 incidents not resolved by level one support (Help Desk) will be responded to in 2 hours during normal business hours (peak hours 7 a.m. to 5 p.m.) and within 4 hours off peak, weekends, and holidays. Non-urgent service calls placed after 3 p.m. will be responded to by 9 a.m. next business day. The City will determine the level of urgency. 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.