

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2927

**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 17th day of January, 2012

Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 17th day
of January, 2012

JAN 17 2012

J. Ronald Clegg
City Clerk

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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, substantially 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 substantially in the form attached hereto, 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 Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

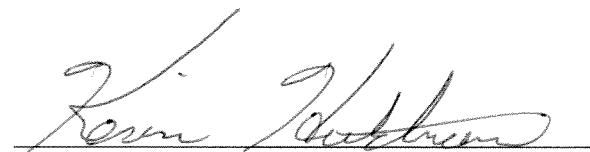
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Piazza and Reis.

NAYS: None.

ABSENT: Alderman Mathews.

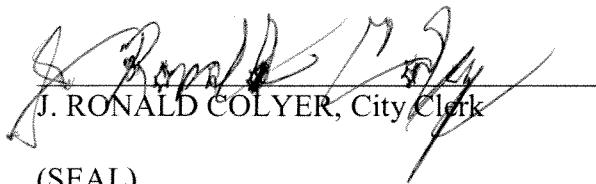
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 17th day of January, 2012.



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.

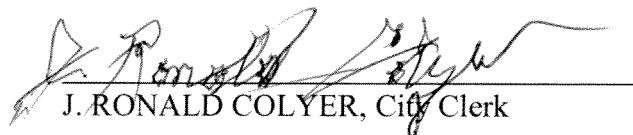
I further certify that on the 17th day of January, 2012, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2927 entitled:

“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. 2927, 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 January 18, 2012 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 17th day of January, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

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. 2927, 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”

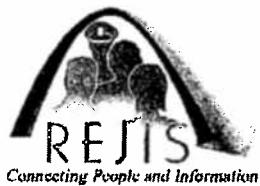
to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 17th day of January, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 17th day of January, 2012.



J. RONALD COLYER, City Clerk

(SEAL)



Services Agreement

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

City of Columbia ("Agency") and the REJIS Commission ("REJIS") have entered into an annual Information Technology (IT) Support Services Agreement ("Agreement") for network technology support to be supplied by REJIS. The intent of the parties is that REJIS will supply a pool of network technology hours which may be utilized by the Agency based upon its needs and discretion. The **REJIS Services Definitions and Conditions** outlines the services to be provided and the pricing for these services.

This Agreement shall begin February 1, 2012 and terminate on April 30, 2013. This Agreement may be renewed for one year periods after the original term. A minimum of ninety days prior to the termination date, the Agency 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 Agency under this Agreement shall cease immediately for a fiscal year in which the Agency does not, for any reason, appropriate funds for this Agreement or any of its renewals. Cancellation for cause by the Agency 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 Agency ninety day advance notice.

Jerald L. Kent
Chairman

Chief Carl R. Wolf
Vice Chairman

Lewis E. Reed
Secretary-Treasurer

Robbyn Wahby
Chief Daniel Isom

Chief Tim Fitch
Pamela Reitz

Dr. William R. Powell, Jr.
General Manager

Fees for services shall be those set out in REJIS Services Definitions and Conditions. The method of payment for the contractual cost shall be quarterly payments in advance for base services by the Agency. The agency may purchase additional IT network support hours at the same contract rate for use during the contract period. The cost is payable in advance in payments that are mutually agreed upon. If the number of contracted hours is expended before the contract term ends, REJIS may, with the consent and authorization of the Agency, continue to provide the IT network support as contracted. The Agency will be invoiced monthly at the same contract rate for those IT support hours.

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 Agency information technology assets at no cost to REJIS to carry out the obligations under this Agreement. The Agency, 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 insurance coverage including Professional Liability Coverage in an amount of not less than \$1,000,000.

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

REJIS and the Agency agree that they will not solicit for employment, nor employ each other's personnel during the term of this Agreement and for six (6) months after the termination of the Agreement. In the event that REJIS or the Agency 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 Agency hereby agree to pay an amount equal to six (6) 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 Agency.

The prices in the REJIS Services Definitions and Conditions are based upon the number of hours committed in this Agreement. Requirements exceeding the base fee shall be billed at current prices. All prices stated are subject to 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 Agency sixty days prior to the due date of the next annual/quarterly payment. If the Agency deems the price increase unattainable or unreasonable, the Agency will have the ability to terminate the Agreement as outlined in the second paragraph.

City of Columbia:

Signature _____

Name _____

Title _____

Date _____

REJIS:

Signature 

Name Dr. William R. Powell Jr.

Title General Manager

Date 17 January 2012

Attachment – REJIS Services Definitions and Conditions

Attachment to Services Agreement

REJIS Services Definitions and Conditions

The REJIS Commission ("REJIS") and the City of Columbia ("Agency") have entered into an Information Technology (IT) Support Services Agreement ("Agreement") in which the Agency has access to the various network skills supplied by REJIS, upon request, required to support technology installed at the Agency. Those skills may vary from technology planning, project management, network configuration, workstation selection, product evaluation, to problem resolution. The Agreement consists of a 15 month hour allotment that may be used at the discretion of the Agency. If additional hours are required, those hours may be purchased at a predetermined fixed rate. All services are supplied for a defined cost during a defined period.

Structure of the Agreement:

Contractual Agreement:	May be renewed annually unless cancelled 90 days before end date. Agreement is cancelable for cause.
Base Hour Commitment:	750 hours Contractually. If the customer uses more than 20% of these hours during that quarter, the next quarterly payment will be billed on the next invoice. Any hours used above the next quarterly payment amount will also be invoiced. Any unused commitment hours must be used within 90 days after the current agreement period ends. Base Hours may only be used for the Agency
Hourly Rate:	<u>\$73.00</u>
Contractual Cost:	<u>\$54,750</u> payable quarterly in advance
Hours Logged to Base Hours:	Service can be scheduled during normal business hours (7:00am – 5:00pm: Monday – Friday). Actual time worked (excluding travel time) is based on request for services authorized through issue reports, service requests, or project requests. In an effort to maximize our effectiveness in resolving technical issues in a timely manner, the Agency 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 network technology service normally provided by REJIS including management, special skills, problem resolution, consulting, etc. Does not include application development, database management, 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 Agency at the conclusion of the assessment.
Service Includes at No Additional Cost:	<ul style="list-style-type: none">• Unlimited use of the Help Desk• Account Manager• Monthly Reporting - Each month an invoice report will be provided which identifies: the hours used for the month, the name of the person who performed the work and a brief description of the work performed.• Management and dispatching of hardware service vendors (optional)
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 Agency. At the initiation of a service call, the caller determines if the call is an incident or a service request. All critical incidents not resolved by level one support (Help Desk) will be handled remotely or responded to (by phone or in person) 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 Agency. The Agency will determine the level of priority. Response time for Service Requests will be determined by the Agency, and such requests will be honored by REJIS, subject to available resources.