

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3021

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 15th day of April, 2013**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 15th day
of April, 2013**

APR 15 2013


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

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

NAYS: None.

ABSENT: None.

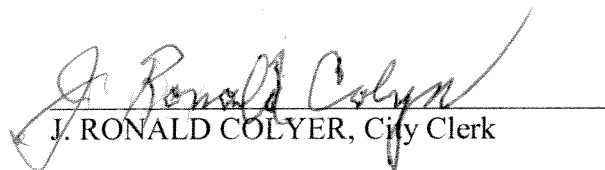
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 15th day of April, 2013.



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 15th day of April, 2013, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3021 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. 3021, 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 April 16, 2013 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 15th day of April, 2013.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

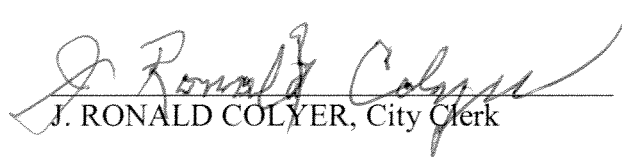
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3021, 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 15th day of April, 2013.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 15th day of April, 2013.



J. RONALD COLYER, City Clerk

(SEAL)



Services Agreement

4255 West Pine Blvd
St. Louis, MO 63108
314.535.1950

www.rejis.org

The City of Columbia, IL ("City") 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 City based upon its needs and discretion. The **REJIS Services Definitions and Conditions** outline the services to be provided and the pricing for these services.

The term of this Agreement shall be for one year beginning May 1, 2013 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.

Mr. Jerald L. Kent
Chairman

Fees for services shall be those set out in **REJIS Services Definitions and Conditions**. The method of payment for the annual cost shall be monthly based on the number of IT Support Service hours worked at the City the previous month. If the number of contracted hours is expended before the contract term ends, REJIS may, with the consent and authorization of the City, continue to provide the IT network support as contracted. The City will be invoiced monthly at the same contract rate for those IT support hours.

Chief Tim Fitch
Vice Chairman

Chief Sam Dotson
Secretary – Treasurer

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.

Chief Michael Wiegand

Ms. Pamela Reitz

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.

Mr. Dele Oredugba

Dr. Richard Rosenfeld

REJIS shall have the right to use City information technology 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.

Dr. William R. Powell, Jr.
General Manager

REJIS will provide 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 (6) 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 (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 City.

The prices in the **REJIS Services Definitions and Conditions** are for an annual cost based upon the number of hours committed 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 ninety days prior to the due date of the next annual Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Columbia, IL:

REJIS:

Signature _____

Signature  _____

Name _____

Name Dr. William R. Powell, Jr

Title _____

Title General Manager

Date _____

Date 10 April 2013

Attachment - REJIS Services Definitions and Conditions

REJIS Services Definitions and Conditions

The REJIS Commission ("REJIS") and the City of Columbia, IL ("Agency") have entered into an annual 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 an annual 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:

Annual Agreement:	May be renewed for a like period unless cancelled 60 days before end date. Agreement is cancelable for cause.
Base Hour Commitment:	600 hours annually. Base Hours may only be used for the Agency
Hourly Rate:	<u>\$73.00. This rate is based on the fact that the Agency will use at least 500 hours during this Agreement period. If the Agency does not use at least 500 hours during the Agreement period, they will be billed at the end of the Agreement period for the hours used at the REJIS Network Services hours without a contract rate. Any unused annual commitment hours must be used within 60 days after the current agreement period ends.</u>
Annual Cost:	<u>\$43,800.00</u>
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.
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. During non-business hours, the Agency will be charged a minimum of one hour for on-site response or a minimum of 15 minutes for remote response. 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. Agencies must call or email the REJIS Help Desk (helpdesk@rejis.org) by the close of business the day before a scheduled visit to cancel that scheduled visit. Four hours will be assessed to the agency's base hour balance when notification is not provided.