BILL NO.: **4508** **ORDINANCE NO.:** _____

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT WITH REJIS FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

Now, Therefore, Be it Ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1 The Mayor is hereby authorized to enter into and execute the attached annual Information Technology (IT) Support Agreement for network technology support to be supplied by REJIS.

Section 2 The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3 This Ordinance shall be in full force and effect from and after its passage.

1st Reading this 21st day of November 2016

2nd Reading this _____ day of _____ 2016

3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2016**

_____
Theodore Hoskins, Mayor

ATTEST:

_____
Deanna L. Jones, City Clerk

_____
Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Hoskins	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Kirkland	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Mathison	Aye ___ Nay __ Absent __ Abstain __
Councilman-at-Large McDaniel	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Mitchell	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Williams	Aye ___ Nay __ Absent __ Abstain __

REJIS
Connecting People and Information

Services Agreement

4255 West Pine Blvd
St. Louis, MO 63108
314.535.1950

www.rejis.org

City of Berkeley ("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** outline the services to be provided and the pricing for these services.

The term of this Agreement shall be for one year beginning December 1, 2016 and terminating one year later. The Agreement may be renewed for additional like periods. 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 sixty day advance notice.

Dr. William R. Powell, Jr.
Chairman

Chief Jon Belmer
Vice Chairman

Chief Sam Dotson
Secretary – Treasurer

Chief Michael Wiegand

Ms. Pamela Reitz

Mr. Dele Oredugba

Dr. Richard Rosenfeld

Regina Fowler
Interim, General Manager

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 Agency 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 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 does not assume total responsibility for technology operations unless the commitment dictates full time presence of REJIS employees working within the customer's organizational setting. REJIS only assumes liability for REJIS actions when supporting the organization.

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 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 Agency sixty days prior to the due date of the next annual Agreement.

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

City of Berkeley	REJIS
Signature	Signature
Name	Regina Fowler Name
Title	Interim, General Manager Title
Date	11/3/2016 Date

Attachment - REJIS Services Definitions and Conditions

Attachment to Services Agreement

REJIS Services Definitions and Conditions

The REJIS Commission ("REJIS") and the City of Berkeley ("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 90 days before end date. Agreement is cancelable for cause.
Base Hour Commitment:	200 hours annually. Base Hours may only be used for the Agency
Hourly Rate:	$74.00 This rate is based on the fact that the Agency will use at least 200 hours during this Agreement period. If the Agency does not use at least 200 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.
Annual Cost:	$14,800.00
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. No more than 15% of the total committed hours at a rate up to eight (8) hours per week can be used for Wide Area Network and Backend Infrastructure support unless otherwise agreed to by both parties.
Service Includes at No Additional Cost:	• 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.