

Resolution No: 18-3254

Introduced By:

RESOLUTION

AUTHORIZING A CONTRACT WITH REJIS FOR MIS SUPPORT SERVICES

WHEREAS, the City of Des Peres currently has in place five (5) computer networks including a local area and wireless broadband network at the Des Peres Government Center, a local area and wireless broadband network at The Lodge Community Center, a mobile network at the Des Peres Public Safety Station, a wide area connection between the Des Peres Government Center, The Lodge and the Public Safety Station, and wide area connection between the Public Safety Station and the Substation located at West County Center Mall.

WHEREAS, the Regional Justice Information Services (REJIS) is a not-for-profit corporation operated by its member agencies dedicated to providing police, criminal, data and government MIS support services; and

WHEREAS, REJIS is hereby determined to be a specialized provider of professional services for MIS support of municipal services, especially for police applications under Section 2-323 and 2-324 of the Municipal Code;

WHEREAS, the 2019 General Fund Budget includes an appropriation of \$31,550 sufficient to purchase onsite MIS support services to all city assets including software management, server backups, routine updates, event log monitoring, spam management, security administration, network configuration, workstation selection, and general troubleshooting; and

WHEREAS, the contract stipulates a base hourly rate of \$77.00 for technical support with a minimum utilization of 400 hours annually totaling \$30,800 for the fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF DES PERES, MISSOURI, AS FOLLOWS:

THAT, the City Administrator is hereby authorized and directed to enter into a contract with REJIS, 4255 West Pine Boulevard, St. Louis Missouri 63108, to provide technical support services to the operating departments of the City of Des Peres for the 2019 calendar year at an annual cost not to exceed \$30,800 payable quarterly in advance.

This resolution passed and approved this 10th day of December 2018.

Mark Becker, Mayor

ATTEST:

Stacey Seymour, City Clerk



Office of the City Administrator
City of Des Peres, Missouri
12325 Manchester Road
Des Peres, Missouri 63131

**TO: City Administrator
Mayor and Board of Alderman**

FROM: Assistant City Administrator

DATE: December 3, 2018

RE: 2019 REJIS Support Agreement

SUMMARY

Staff is requesting passage of Resolution 18-3254, a measure seeking authorization to contract (\$30,800) with REJIS for onsite technical support for the 2019 fiscal year. This appropriation received preliminary approval (\$31,550) under the 2019 General Fund Budget pending before the Board, but requires early passage as the agreement goes into effect January 1.

REJIS is a non-profit organization that provides data hosting services for municipalities and other criminal justice agencies, allowing them to access law enforcement records on a regional, state and national level using a variety of platforms including IMDS Plus, Mobile Ticketing, LEWeb and MuniCourt to name a few. In addition, REJIS offers basic IT support to its members by assigning technicians to assist in daily functions. Those functions generally include software management, server backups, routine updates, spam management, security administration, network configuration, special projects, long-range planning and basic troubleshooting.

Although Des Peres employs a full-time IT Coordinator to manage our network, the city has traditionally relied upon REJIS to serve in a support capacity as protection against Aaron missing extended time from work or leaving employment altogether. Under this philosophy the city has retained REJIS on a contractual basis since 2004 for onsite assistance, the only exception being in 2018 where the Board opted to cut appropriations from this ledger as a cost savings measure. As a result the city restructured the agreement to include remote monitoring services only – an arrangement where REJIS delivered network support without physically being onsite. This arrangement ultimately proved to be impractical and underutilized by staff.

REQUEST

Approval of a one-year agreement (\$30,800) with REJIS for onsite technical support at an hourly rate of \$77 with a base commitment of 400 hours annually or 7 hours weekly. This request has been tentatively appropriated under the 2019 General Fund Budget for MIS.

Board of Directors

Dr. William R. Powell, Jr.
Chairman

Chief Jon Belmar
Vice Chairman

Ms. Cindy Riordan
Secretary-Treasurer

Chief John Hayden

Chief Michael Wiegand

Mr. Rick Nolle

Mr. Richard M. Torack

Daniel Isom, PhD.
Executive Director
Retired Police Chief,
City of St. Louis

Services Agreement

City of Des Peres (“Agency”) and the REJIS Commission (“REJIS”) have entered into an annual Managed IT Services Agreement (“Agreement”) for network technology support to be supplied by REJIS. 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 January 1, 2019 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.

Fees for services shall be those set out in **REJIS Services Definitions and Conditions** the Agency will be invoiced monthly at the same contract rate.

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.

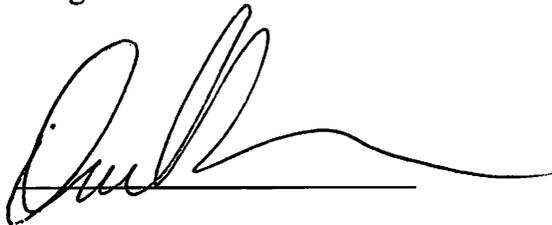
All prices stated in the REJIS Services Definitions and Conditions are subject to an annual review upon the anniversary of the Agreement. Any such increase in base fees or rates will be sent in writing with the appropriate documentation to the Agency sixty days prior to the due date of the next annual Agreement.

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

City of Des Peres

REJIS

Signature _____

Signature  _____

Name _____

Name Daniel Isom

Title _____

Title Executive Director

Date _____

Date October 24, 2018

Attachment - REJIS Services Definitions and Conditions

Attachment to Services Agreement

REJIS Services Definitions and Conditions

The REJIS Commission ("REJIS"), and City of Des Peres ("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 will be scheduled on a weekly basis in full day eight (8) hour increments. The day scheduled will be mutually agreed upon between REJIS and the Agency. If additional hours are required in addition to the contracted scheduled hours, those hours may be purchased at a non-discounted rate and scheduled based on the availability of REJIS staff.

Annual Agreement: May be renewed for a like period unless cancelled sixty (60) days before end date. Agreement is cancelable for cause.

Base Hour Commitment: 400 hours annually. Base Hours may only be used for the Agency listed on the agreement.

Hourly Rate: \$77.00 This rate is based on the fact that the Agency listed on the agreement will pay for a minimum of 400 hours during this Agreement period.

If the Agency listed on the agreement does not use at least 400 hours during the Agreement period, the Agency will be billed at the end of the Agreement period for any unused hours at the contracted rate.

Annual Cost: \$30,800.00

Hours Logged to Base Hours: Service will be scheduled during normal business hours (7:00 am - 5:00 pm: Monday - Friday). Service will be scheduled in eight (8) hour increments. Work will be based on work plans established by REJIS and the Agency staff. In addition, the REJIS staff assigned will also handle issues or service requests that exists on the regularly scheduled day. 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.

Agencies must call or email the REJIS Help Desk (helpdesk@rejis.org) by the beginning of business the day before a scheduled visit to cancel that scheduled visit. If proper notification is not given, eight (8) hours will be assessed to the Agency's agreement at the contracted hourly rate for the staff assigned when notification is not provided. If proper notice is given, make up hours for that service day will be given based on availability of REJIS staff.

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. This Contract is for non-specialized skills. In the event a technician in the area of LAN/WAN is required, the Agency shall be charged at the non-contracted rate based on the technicians rate per hour.

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 outside the normal schedule service time will be originated through the REJIS Help Desk, with the exception of Projects. Projects will be mutually agreed upon by appropriate REJIS staff and 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 four (4) hours during normal business hours (7 am to 5 pm - Monday - Friday) and within six (6) hours during non-business hours and holidays. Non-priority service calls placed after 3 pm will be handled remotely, responded to by 9 am next business day or held for the next scheduled service day if agreeable to the Agency and if REJIS has available unassigned staff. Outside of the Agency's scheduled date/time, the Agency will be charged a minimum of one (1) hour for on-site response or a minimum of fifteen (15) minutes for remote response. The Agency will determine the level of priority.

Travel Charges

- During normal business hours, travel time to and from the Agency's primary location is included as part of the Infrastructure rate. Any additional time or mileage are billed at the Agency's contracted rate and mileage at the standard federal mileage rate.
- All travel outside of the Agency's scheduled day/time will be billed at the non-discounted rates and mileage at the standard federal mileage rate.