

EMERGENCY RESOLUTION NO. 40-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE GOVERNING BOARD OF THE BUTLER COUNTY EDUCATIONAL SERVICE CENTER FOR CERTAIN TECHNOLOGY RELATED SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe desires to enter into an agreement with the Butler County Educational Service Center to improve efficiency and control costs for certain technology related services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the Governing Board of the Butler County Educational Service Center for certain technology related services pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall be retroactive to July 1, 2018.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to continue to improve the efficiency and control costs for certain technology related services. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: July 10, 2018

ATTEST:

Clerk of Council

APPROVED:

Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

Exhibit "A" E Res No. 40-2018

Butler County Educational Service Center
PROPOSAL FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES

This Agreement is entered into by the Governing Board of the Butler County Educational Service Center (the ESC) and the City of Monroe, Ohio (the City); collectively referred to herein as the " Parties " .

WHEREAS, the Parties are in need of certain technology related services; and

WHEREAS, the Parties desire to obtain such services collectively in order to improve efficiencies and control costs.

NOW THEREFORE, for the foregoing reasons, the Parties now agree as follows:

1. The term of this Agreement is effective July 1, 2018 through June 30, 2019.
2. The ESC will provide a Network Administrator for the technology needs of the City.

The above described individual will be an employee of the ESC. Such individual shall have no employment relationship with the City. The City shall not be responsible for the payment of any benefits including but not limited to health care, unemployment (except in accordance with Section 9 of this Agreement), BWC premiums or retirement contributions. ESC staff to be included in all building safety procedures (fire, tornado, active shooter etc.) .

3. The parties agree to the following price for the employment of the position described in Section 2 above and implementation of the technology services program. This is a labor only contract.

A. City of Monroe \$ 148,144.00.

B. This price includes 100 hours of block time (@ \$ 125.00/ hour) along with 2 days per month to be used for Advanced Network Support. If there is any unused time at the end of the contract year, a credit will be issued back to the City.

4. The City shall pay the ESC in equal installments beginning upon execution of this contract and in accordance with the following schedule :

- a. 1st payment: September 1, 2018
- b. 2nd payment: December 2, 2018
- c. 3rd payment: January 2, 2019
- d. 4th payment: March 1, 2019

5. The Network Administrator will serve as the lead role for the technology services program.

6. The following services will be provided pursuant to this agreement:

A. Ongoing Assessment

This includes, but is not necessarily limited to, review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria.

B. Desktop Application Support

These tasks shall be performed and shall include performance of basic support functions, including the installation of PC's, laptops, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of desktops and laptops for standard applications; identification and correction of user hardware problems and troubleshooting as needed.

C. Server and Workstation Administration Services

This includes, but not limited to, the management of networks and computer systems, applications, databases, messaging, servers and associated hardware, software, communications, and operating systems.

Managing existing vendors in relation to supporting software programs and hardware.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user logins and password security is documented; and support of software products relating to servers and workstations.

D. Network Administration Services

This includes, but not limited to maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included.

Installation and maintenance of printers, scanners, network devices; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed.

E. Email, Security and Backup Efforts

This includes but not limited to, maintenance of email accounts, adding, changing, and/or deleting employee accounts as requested; maintenance of virus detection programs on the servers and user computers and laptops.

F. Planning

This includes, but not limited to, engineering, planning, and design services for system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or as necessary. All special projects will be quoted separately outside the scope of this agreement.

Installation of new equipment, software, and transfer existing data when required and as needed.

7. Any party to this Agreement shall have the option to terminate this Agreement upon 60 days written notice to the other party. If the City chooses to terminate this Agreement as provided for in this section, the party shall remain responsible for its financial obligations up through the

date of termination. The current quarter in which the termination becomes effective will be prorated.

8. In consideration of the employment of the individuals to fill the positions described in Section 2, the parties agree to share equally any unemployment compensation liability which may become payable by reason of the services provided under this Agreement of the termination of such services.

9. The following contacts shall be used for communications pursuant to this agreement :

Butler County ESC
Chris Brown
400 N. Erie Blvd
Hamilton, Ohio 45011
513-887-5529
brownc@bcesc.org

City of Monroe
Bill Brock
223 South Main St.
Monroe, Ohio 45050
513-539-7374
brook@monroeohio.org

10. This Agreement contains the entire Agreement of the parties as to its subject matter and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral Agreements between the parties with respect to the services to be provided as specified herein.

11. If any provision of this Agreement shall be held to be invalid or unenforceable by any court or agency having jurisdiction over the parties for any reason, the remaining provisions shall continue to be valid and enforceable provided that either party may terminate this Agreement upon five days written notice following the determination on invalidity.

12. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

13. This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in Butler County, Ohio.

14. Each of the signatories to this Agreement represent (1) that the party represented by the signature below has duly authorized the execution of this Agreement by resolution enacted in a public meeting conducted in compliance with all applicable provisions of law; and (2) the party represented by the signature below is not subject to any unresolved findings for recovery by the Auditor of State.

NOW THEREFORE, the Parties have each set their hand hereunder in acknowledgement of their intent to be bound by the foregoing.

_____ Date _____
William J. Brock, City Manager

_____ Date _____
Treasurer, BCESC

_____ Date _____
BCESC Governing Board President