EMERGENCY RESOLUTION NO. 48-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE, THE GOVERNING BOARD OF THE BUTLER COUNTY EDUCATIONAL SERVICE CENTER, AND THE MONROE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION 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 and the Monroe Local School District 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, the Governing Board of the Butler County Educational Service Center, and the Monroe Local School District Board of Education 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 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: September 22, 2015

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

AGREEMENT

This Agreement is entered into by and between the Governing Board of the Butler County Educational Service Center (the "ESC"); the Monroe Local School District Board of Education (the "District") and the City of Monroe (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 efficiency 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, 2015 through June 30, 2016.

2. The ESC shall be responsible for selecting and hiring individuals for the following positions:

    a. Director of Technology

    b. Network Administrator

    c. Application Specialist

    d. Systems Engineer

    e. Network Specialist

    f. Computer Technicians – 2.0 FTE

    The above described individuals will be employees of the ESC. Such individuals shall have no employment relationship with the City or the District. The City nor the District shall be responsible for the payment of any benefits including but not limited to health care, unemployment (except in accordance with Section 11 of this Agreement), BWC premiums or retirement contributions.

3. The Parties agree to the following allocation of cost responsibility for the employment of the positions described in Section 1 above and implementation of the technology services program.

a. Butler County ESC $ 180,000.00

b. City of Monroe $ 148,443.00

c. Monroe LSD $ 143,055.00

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

   a. 1st payment: September 1, 2015

   b. 2nd payment: December 1, 2015

   c. 3rd payment: January 2, 2016

   d. 4th payment: March 1, 2016

5. The Director of Technology will serve as the lead role for the technology services program. The Network Administrator shall serve as the primary backup to the Director of Technology. The Application Specialist will be able to provide support as well, as needed. Each of these individuals will be able to fill other roles as needed including but not limited to the provision of computer technician services.

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

   a. **Initial Assessment**
      i. This includes, but is not necessarily limited to, a review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and making recommendations for improving routine support criteria and eliminating emergency maintenance situations.

      ii. A report of the initial assessment shall be submitted within 60 days of execution of this agreement.

   b. **Server and Workstation Administration Services**
      i. This includes, but is not necessarily limited to, the management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems.

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

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

c. **Network Administration Services**

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

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

d. **Email, Security and Backup Efforts**

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

e. **Planning**

i. This includes, but is not necessarily limited to, engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.

ii. Installation of new equipment, software, and transfer existing data.

f. **Various Services**

i. Maintain existing phone system; security system and various other systems specific to each party to this Agreement.

g. **Desktop Application Support**

i. These tasks shall be performed primarily by the Computer Technicians and shall include performance of basic support functions, including but not limited to the installation of desktops, laptops, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuration of desktops and laptops for standard applications;

identification and correction of user hardware problems, with advanced troubleshooting as needed; and, maintenance of virus detection programs on user computers and laptops.

7. Services which require the purchase of new hardware or software are not included and such purchases must be agreed to and paid for by all Parties. The Parties shall agree to the allocation of cost responsibility for such hardware or software in light of the surrounding circumstances.

8. The ESC shall not be liable to the City or the District in the event that the City's or the District's existing IT setup fails resulting in a loss of data or other damage which did not arise through any negligent act of an employee of the ESC. The Parties each acknowledge that this Agreement, and the initial assessment provided herein does not guarantee the continued normal operation of the Parties existing hardware, software and network configuration. The ESC shall not be liable for any consequential or special damages resulting from a failure of the City's or District's existing IT setup which does not arise from the negligent act of an employee of the ESC.

9. Any party to this Agreement shall have the option to terminate this Agreement upon 60 days written notice to the other parties. If the District or the City choose to terminate this Agreement as provided for in this Section, such 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 pro-rated.

10. Any party to this Agreement may elect to terminate this Agreement in the event that another party has materially breached its obligations, provided that the non-breaching party has provided written notice to the breaching party and the breaching party has not cured its material breach of this Agreement within 10 days of the date written notice is provided by the non-breaching party to the breaching party. If the District or the City choose to terminate this Agreement as provided for in this Section, the District and City shall remain responsible for their financial obligations up through the date of termination. The current quarter in which the termination becomes effective will be pro-rated.

11. In consideration the employment of the individuals to fill the positions described in Section 1 above by the ESC, and in consideration of the 60 day termination for convenience provided by Section 9, the Parties agree to share equally any unemployment compensation liability which may become payable by reason of the services provided under this Agreement or the termination of such services.

12. The following contacts shall be used for communications pursuant to this Agreement:

Butler County ESC	**City of Monroe**	**Monroe LSD**
Jon Graft	Bill Brock	Dr. Phil Cagwin
400 N. Erie Blvd.	223 South Main St.	500 Yankee Rd.
Hamilton, Ohio 45011	Monroe, Ohio 45050	Monroe, Ohio 45050
513-887-5504	513-539-7374	pcagwin@monroelocalschools.com
graftj@bcesc.org	brock@monroeohio.org	

13. 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.

14. 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 of invalidity.

15. 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.

16. 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.

17. 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.

BUTLER COUNTY EDUCATIONAL SERVICE CENTER

Mary M. Pritchard Governing Board President	Kenneth F. Ulm Treasurer
Date	Date

MONROE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Superintendent	Board President
Date	Date

CITY OF MONROE

City Manager	Signature
Date	Date