

Mike Geisel *moj*
City Administrator



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OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (for review by the F&A Committee)

Date: June 27th, 2019

RE: Information Technologies – Contract for Services

I was contacted by the City Administrators of Frontenac and Town & Country who inquired about the possibility of contracting with the City of Chesterfield to provide Information Technology services. Subsequently, we visited both Cities and developed an understanding of their current equipment, facilities, needs and expectations. We discussed their individual funding commitments and the deficiencies with their current service providers. Based upon their specific needs, level of effort, and expectations, we developed scopes of work for their review. My primary and over-riding precept in developing this proposal, was to ensure that Chesterfield's IT capabilities must be enhanced and the proposal must be revenue positive for the city of Chesterfield.

It should also be known, that our IT group staffing was reduced in 2012-2013 and our Director of Information Technologies has identified the ongoing need for additional tech support in each of the last few years as the number of devices and applications have expanded. Our IT Staff support each and every department and ensure access to data and history. I have, for obvious financial reasons, not supported or recommended any additional support employees in the department.

Based upon the scope of work developed, and predicated upon the effort required for both cities, we have developed revenue positive contractual price proposal. The proposal(s) provide for the hiring of one additional full-time technician. The proposals further describe a level of commitment which consumes three of the five work days, one to the City of Frontenac and two to the City of Town & Country. That in turn, results in two days of additional capacity of the new Information Technology Technician to be used by the City of Chesterfield.

A detailed review of the scope of services describes not only the "broke\fix" activity, but generally describes a full-service network manager\advisor. These Cities request and desire the benefit of Chesterfield's expertise in the development, long-term management, security, oversight, and operational recommendations of a

modern municipal IT Department. The scope of work provides for 24/7 support as is required for any municipal IT function. For obvious reasons, this will require considerable effort and attention, and work load over and above the current expectations for both the Director and Technician. As such, the proposal includes additional compensation for these existing employees. However, it should be noted that **this compensation is tied directly with the IT Services Contracts and should those contracts not be renewed, the additional compensation would also be eliminated.** It is recognized that this compensation is directly linked to the additional effort\commitment associated with the contracts with Frontenac and Town & Country. Should those agreements terminate, the employee compensation related thereto will concurrently terminate.

In summary, if the City Council accepts this proposal, the financial impacts are as follows:

Annual Contract sum due from City of Frontenac	\$35,000
Annual Contract sum due from City of Town & Country	\$52,000
Fully loaded cost of Additional IT Technician (F4)	<\$51,942>
Additional compensation Director of Information Technologies	<\$12,000>
Additional compensation Technical Operations Administrator	< <u>\$ 6,000</u> >
NET ANNUAL ADDITIONAL REVENUE TO CITY OF CHESTERFIELD	\$17,508

- The other impact is the additional capacity of the additional technician, 2 man-days per week, that is not committed to the contracted level of effort and would therefore be available for City purposes.
- It should also be stated that the Director of Information Technologies and the Technical Operations Administrator are both FSLA Exempt positions and would not incur any over-time associated with this additional responsibility.

It should also be noted that the contract proposals include an automatic annual increase based upon the same CPI index referenced in the City's compensation plan. Accordingly, the annual sums due from each municipality will automatically increment higher. As with our compensation plan, should the CPI index be negative, no downward adjustment is to be made.

I request that the members of the Finance and Administration Committee review this proposal and if acceptable, forward a recommendation to the full Council for approval.

If you have any questions or require additional information, please advise.

attachments

INTERGOVERNMENTAL COOPERATION AGREEMENT
TECHNOLOGY SERVICES

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Frontenac, Missouri (“Frontenac”) and the City of Chesterfield, Missouri (“Chesterfield”).

WHEREAS, technological advances have changed many operations and aspects of businesses both private and public; and

WHEREAS, because of increased demands for technology use and legal requirements, cities must engage highly-skilled employees or consultants to perform technology services; and

WHEREAS, it is challenging for individual municipal governments to obtain the most skilled technology personnel at reasonable cost and maintain stability of services; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative arrangement is an efficient means for establishing and maintaining systems for information sharing, public access and transparency, data storage, efficient governmental operations and other functions; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

Cooperative Agreement Established. Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, the Cities of Chesterfield and Frontenac, Missouri, do hereby enter into a cooperative agreement for the provision of technology services to the City of Frontenac by the City of Chesterfield.

1. Obligations of the City of Chesterfield. The City of Chesterfield will provide professional technology support services for the City of Frontenac by performing a variety of complex administrative and technical work as follows:

- A. Diagnose, triage, repair, or make recommendations for individual computers, network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide and/or systems as needed.

- B. Assist the City of Frontenac in development of their overall technology strategy to align with city-wide business and service objectives; and analyze and update Frontenac's technology standards, practices and policies to improve where possible, the efficiency and effectiveness of operations. Develop and provide recommendations as may be requested;
- C. Communicate regularly with the Frontenac City Administrator, or other designee, relative to the status of all technology projects, software and hardware procurement, budget and provide technical assistance to accommodate long-term planning efforts;
- D. Provide professional technical advice on the design, implementation, compatibility and management of network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide; proactively monitor all connected technology assets to ensure maximum up-time with minimum end user impact; discover, mitigate and document technology risks;
- E. Provide advice and assistance for hardware, software and technology services ensuring compliance with all licensing agreements and to achieve stated goals; and prepare and solicit proposals including analysis of technology requirements, development of functional specifications, execution of competitive bid procedures, and performing comparative analysis of proposals;
- F. In order to accomplish the scope of work identified herein, the City of Chesterfield will provide, at a minimum, one full-time professional to be available on-site at Frontenac facilities during normal business hours for a minimum average of not less than one (1) work day, average per work week, and additional professional IT technical and management level staff to perform Frontenac tasks or projects as needed either on-site at or remotely;
- G. Assist in the research of new developments in technology to determine cost-effective technology solutions; Assist in the preparation of an annual technology operational budget and five-year capital plan; and update as needed; and monitor approved budget and perform cost control activities to assure effective and efficient use of budgeted funds and other resources;
- H. Consult and assist departments with planning, evaluation and implementation of new systems and technology solutions; and

consult with departmental management to analyze technology requirements with an understanding of mission-critical business operations to translate departmental goals into priorities and projects for system improvements;

- I. Assist with the preparation of project feasibility studies and plan and execute projects according to deadlines and within budget; and acquire and coordinate resources and vendors to deliver projects according to plan;
- J. Manage Technology Help Desk requests for services from Frontenac personnel and provide timely solutions; and to provide assistance and recommendations to ensure the proper function of desktop hardware, software and interfaces with various applications, Windows operating systems, and mobile device configuration;
- K. Review and assist in disaster recovery processes and business continuity procedures for re-establishing technology operations in the event of a disruption, both minor and catastrophic;
- L. Analyze and meet end user training needs on various types of software programs to efficiently and effectively support business objectives;
- M. Perform work outside of normal working hours, as necessary and practicable, to allow for the continuation of business operations to perform maintenance work or respond to technology emergencies, as needed; and
- N. Provide timely and comprehensive customer service to departments and continually seek opportunities to enhance customer satisfaction and foster positive relationships.

2. Obligations of the City of Frontenac. In consideration of the City of Chesterfield's performance of Professional services as described herein, the City of Frontenac agrees to compensate the City of Chesterfield at the initial annualized rate of \$35,000 for professional services referenced in Section 2, above, payable in equal monthly payments beginning the first day of the first month following the effective date of this agreement. The annual cost of services shall automatically increase as of December 31st of each calendar year, beginning with 12/31/2019, based upon the Urban Wage Earners and Clerical Workers (CPI-W), St. Louis, one-year recorded percent index change over the previous year, as reported for June in the prior calendar year. In the event the reference index is negative, the contract sum shall not be adjusted.

In addition to the fixed monthly contract sums described herein, the City of Chesterfield shall also bill for any and all direct costs, if any, for materials, equipment, supplies, hardware or software necessary for the execution of the professional services described will be billed at actual cost without markup, in addition to the sum described herein for professional services.

Chesterfield shall provide invoices for the services described herein not more than monthly, with sums due and payable on or before the 1st day of the month services are to be provided.

The City of Frontenac shall provide sufficient office space and office furniture and fixtures for use by the technology personnel performing the services under this Agreement.

Frontenac shall provide, at its cost, all hardware, software, licensing and equipment necessary for Frontenac' network systems, data centers, data storage, servers, back-up systems, email, phone, mobile devices and wireless networks.

- 3. Accountability and Oversight.** All personnel providing services under this Agreement shall be and at all times remain employees of the City of Chesterfield while providing services hereunder. Chesterfield shall provide supervision of all personnel performing the technology services under this Agreement and direct their activities. This oversight shall include decision-making regarding allocation of efforts to Frontenac in accordance with this Agreement. To ensure that Frontenac is receiving the agreed upon level of service, either party may request that the technology staff submit a periodic report to the Chesterfield City Administrator and the Frontenac City Administrator, or other designee, and make available supporting time logs, project status reports, etc.
- 4. Personnel Rules and Regulations.** All technology personnel performing services under this Agreement shall operate under and in accordance with Chesterfield's Personnel Rules and Regulations. Such personnel shall be hired and disciplined, if necessary, in the sole discretion of the City of Chesterfield and in accordance with Chesterfield's Personnel Rules and Regulations.
- 5. Amendments.** This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it. However, the Chesterfield City Administrator and the Frontenac City Administrator are authorized to approve supplemental binding policies and procedures that will provide for more detailed administration of the cooperative services. Said policies and procedures may be adopted and amended from time to time

provided that such policies and procedures do not conflict with the terms set forth in this Agreement.

6. Effective Date and Duration. This Agreement shall be effective as of _____, and shall continue indefinitely from year to year unless terminated by either City as provided herein. Either party may terminate this Agreement, with or without cause and for its own convenience, upon 90 days written notice to the other party. In the event that this Agreement is terminated, Frontenac shall pay all costs related to the services performed under this Agreement up to and through the effective date of the termination.

7. General Provisions.

A. **Integrated Agreement.** This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties, except the agreements set forth in this Agreement.

B. **Severability.** If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

C. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

D. **Governing Law and Venue.** This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the Parties hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. The Parties agree to be individually responsible for their own respective reasonable costs and attorney's fees.

E. **Conflicts with Law.** In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern except when this Agreement conflicts with the statutes of the State of Missouri, then State law will govern.

F. **Notice.** Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such is notice is delivered to the

respective City Administrator, such notice is delivered to his address of record or in person. Notices shall be delivered by certified mail, return receipt requested or by hand-delivery.

8. IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF FRONTENAC, MISSOURI

BY: _____

Jaysen Christensen – City Administrator

Attest: _____

City Clerk

Date: _____

CITY CHESTERFIELD, MISSOURI

BY: _____

Michael Geisel – City Administrator

Attest: _____

City Clerk

Date: _____

INTERGOVERNMENTAL COOPERATION AGREEMENT
TECHNOLOGY SERVICES

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Town & Country, Missouri (“Town & Country”) and the City of Chesterfield, Missouri (“Chesterfield”).

WHEREAS, technological advances have changed many operations and aspects of businesses both private and public; and

WHEREAS, because of increased demands for technology use and legal requirements, cities must engage highly-skilled employees or consultants to perform technology services; and

WHEREAS, it is challenging for individual municipal governments to obtain the most skilled technology personnel at reasonable cost and maintain stability of services; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative arrangement is an efficient means for establishing and maintaining systems for information sharing, public access and transparency, data storage, efficient governmental operations and other functions; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

Cooperative Agreement Established. Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, the Cities of Chesterfield and Town & Country, Missouri, do hereby enter into a cooperative agreement for the provision of technology services to the City of Town & Country by the City of Chesterfield.

1. Obligations of the City of Chesterfield. The City of Chesterfield will provide professional technology support services for the City of Town & Country by performing a variety of complex administrative and technical work as follows:

- A. Diagnose, triage, repair, or make recommendations for individual computers, network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile

devices and wireless network services organization-wide and/or systems as needed.

- B. Assist the City of Town & Country in development of their overall technology strategy to align with city-wide business and service objectives; and analyze and update Town & Country's technology standards, practices and policies to improve where possible, the efficiency and effectiveness of operations. Develop and provide recommendations as may be requested;
- C. Communicate regularly with the Town & Country City Administrator, or other designee, relative to the status of all technology projects, software and hardware procurement, budget and provide technical assistance to accommodate long-term planning efforts;
- D. Provide professional technical advice on the design, implementation, compatibility and management of network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide; proactively monitor all connected technology assets to ensure maximum up-time with minimum end user impact; discover, mitigate and document technology risks;
- E. Provide advice and assistance for hardware, software and technology services ensuring compliance with all licensing agreements and to achieve stated goals; and prepare and solicit proposals including analysis of technology requirements, development of functional specifications, execution of competitive bid procedures, and performing comparative analysis of proposals;
- F. In order to accomplish the scope of work identified herein, the City of Chesterfield will provide, at a minimum, one full-time professional at Town & Country facilities during normal business hours for a minimum average of not less than two (2) work days, average per work week, and additional professional IT technical and management level staff to perform Town & Country tasks or projects as needed either on-site at or remotely;
- G. Assist in the research of new developments in technology to determine cost-effective technology solutions; Assist in the preparation of an annual technology operational budget and five-year capital plan; and update as needed; and monitor approved budget and perform cost control activities to assure effective and efficient use of budgeted funds and other resources;

- H. Consult and assist departments with planning, evaluation and implementation of new systems and technology solutions; and consult with departmental management to analyze technology requirements with an understanding of mission-critical business operations to translate departmental goals into priorities and projects for system improvements;
- I. Assist with the preparation of project feasibility studies and plan and execute projects according to deadlines and within budget; and acquire and coordinate resources and vendors to deliver projects according to plan;
- J. Manage Technology Help Desk requests for services from Town & Country personnel and provide timely solutions; and to provide assistance and recommendations to ensure the proper function of desktop hardware, software and interfaces with various applications, Windows operating systems, and mobile device configuration;
- K. Review and assist in disaster recovery processes and business continuity procedures for re-establishing technology operations in the event of a disruption, both minor and catastrophic;
- L. Analyze and meet end user training needs on various types of software programs to efficiently and effectively support business objectives;
- M. Perform work outside of normal working hours, as necessary and practicable, to allow for the continuation of business operations to perform maintenance work or respond to technology emergencies, as needed; and
- N. Provide timely and comprehensive customer service to departments and continually seek opportunities to enhance customer satisfaction and foster positive relationships.

2. Obligations of the City of Town & Country. In consideration of the City of Chesterfield's performance of Professional services as described herein, the City of Town & Country agrees to compensate the City of Chesterfield at the initial annualized rate of \$55,000 for professional services referenced in Section 2, above, payable in equal monthly payments beginning the first day of the first month following the effective date of this agreement. The annual cost of services shall automatically increase as of December 31st of each calendar year, beginning with 12/31/2019, based upon the Urban Wage

Earners and Clerical Workers (CPI-W), St. Louis, one-year recorded percent index change over the previous year, as reported for June in the prior calendar year. In the event the reference index is negative, the contract sum shall not be adjusted.

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The City of Town & Country shall provide sufficient office space and office furniture and fixtures for use by the technology personnel performing the services under this Agreement.

Town & Country shall provide, at its cost, all hardware, software, licensing and equipment necessary for Town & Country' network systems, data centers, data storage, servers, back-up systems, email, phone, mobile devices and wireless networks.

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- 4. Personnel Rules and Regulations.** All technology personnel performing services under this Agreement shall operate under and in accordance with Chesterfield's Personnel Rules and Regulations. Such personnel shall be hired and disciplined, if necessary, in the sole discretion of the City of Chesterfield and in accordance with Chesterfield's Personnel Rules and Regulations.
- 5. Amendments.** This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it. However,

the Chesterfield City Administrator and the Town & Country City Administrator are authorized to approve supplemental binding policies and procedures that will provide for more detailed administration of the cooperative services. Said policies and procedures may be adopted and amended from time to time provided that such policies and procedures do not conflict with the terms set forth in this Agreement.

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7. General Provisions.

- A. **Integrated Agreement.** This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties, except the agreements set forth in this Agreement.
- B. **Severability.** If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.
- C. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- D. **Governing Law and Venue.** This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the Parties hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. The Parties agree to be individually responsible for their own respective reasonable costs and attorney's fees.
- E. **Conflicts with Law.** In the event there are any inconsistencies between the ordinances, policies and practices of the City, this

Agreement shall govern except when this Agreement conflicts with the statutes of the State of Missouri, then State law will govern.

- F. **Notice.** Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such notice is delivered to the respective City Administrator, such notice is delivered to his address of record or in person. Notices shall be delivered by certified mail, return receipt requested or by hand-delivery.

8. IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF TOWN & COUNTRY, MISSOURI

BY: _____

Robert Shelton – City Administrator

Attest: _____

City Clerk

Date: _____

CITY CHESTERFIELD, MISSOURI

BY: _____

Michael Geisel – City Administrator

Attest: _____

City Clerk

Date: _____