

CITY OF CLAYTON, OHIO

RESOLUTION NO. R – 01 – 14 - 01

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MONTGOMERY COUNTY SHERIFF'S OFFICE FOR INFORMATION TECHNOLOGY SERVICES FOR 2014 AND AT A COST NOT TO EXCEED \$23,892.50

WHEREAS, Charter Section 8.02(C)(3)(b) exempts intergovernmental contracts or expenditures from competitive bidding; and

WHEREAS, City staff has recommended entering into an agreement with the Montgomery County Sheriff's Office for 2014 for the provision to the City of Clayton of information technology services at a cost not to exceed \$23,892.50.

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

1. That the City Manager is authorized to enter into an agreement with the Montgomery County Sheriff's Office for 2014 for the provision to the City of Clayton of information technology services at a cost not to exceed \$23,892.50.

ADOPTED BY COUNCIL ON JANUARY 2, 2014.

AUTHENTICATION:



Mayor (Presiding Officer of Council)



Clerk of Council

APPROVED AS TO FORM:



Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Englewood Independent

Date of publication

January 9, 2014



CLERK

MEMORANDUM OF UNDERSTANDING

Montgomery County Sheriff's Office
IT Department
345 West Second Street
Dayton, OH 45422

MEMORANDUM of UNDERSTANDING BETWEEN


THE CITY OF CLAYTON AND THE MONTGOMERY COUNTY SHERIFF'S OFFICE IT

SUBJECT: Provide IT Services for the City of Clayton, Ohio

1. Purpose. City of Clayton desires to outsource their IT service needs to the Montgomery County Sheriff's Office IT Department.
2. Scope. The Montgomery County Sheriff's Office will provide services as outlined in the IT Services proposal.
3. MOU Period. This MOU will be valid starting January 1st of 2014 until December 31st of 2014. Either party has the right to opt out of any future agreements past the MOU end date. This option must be expressed in writing prior to October 1st, 2014.
4. Finances. As outlined in the attached IT Support Proposal, the Montgomery County Sheriff's Office will staff an IT person for the City of Clayton full time at a rate of \$23,892.50 a year. The City of Clayton shall pay in full or quarterly, with either full payment or 1st quarter payment due by January 30th of 2014.
5. Procurement. The City of Clayton will be responsible for the purchase of any software or hardware needed.
6. Outsourcing. From time to time, it may be necessary to outsource high level design work or to resolve complex issues that fall out of the expertise of the Montgomery County Sheriff's IT Team. Should this be necessary, the Sheriff's Office staff will submit the request in writing for approval.
7. Termination. The City of Clayton can terminate the MOU at any time with a written 30-day advance notice. Both parties agree that any termination of services will not result in a refund, prorated or full, should the City of Clayton terminate the agreement.
8. Standard of Care and Responsiveness. The Montgomery County Sheriff's Office shall perform the "Services" with due and timely diligence. If "Services" are substantially or

materially delayed as a result of the action or inaction of the Montgomery County Sheriff's Office, then the respective party affected hereunder may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate the MOU, withhold outstanding compensation, and seek reimbursement for cost and time lost as a result of failure by the Montgomery County Sheriff's Office to complete such "Services" as required and when due.

9. Effective date. This agreement will become effective January 1st, 2014.



City of Clayton



Montgomery County Sheriff's Office

2-11-14

(Date)

2/7/14

(Date)