

RESOLUTION NO. 2020-11

RESOLUTION AUTHORIZING AN INFORMATION TECHNOLOGY SERVICES CONTRACT WITH RACINE COUNTY FOR 2020

WHEREAS, the current contract with Racine County for information technology services expired December 31, 2017, and there is a need to enter into a current contract and to allow for up to six additional one-year extensions; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Racine County for Information Technology Services, as set forth in Exhibit A, which expires December 31, 2020 and allows for up to six additional one-year extensions is authorized and approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 16th day of March, 2020.

VILLAGE OF CALEDONIA

By: James R. Dobbs
James R. Dobbs, Village President

Attest: Karie Pope
Karie Pope, Village Clerk

REV: March 16, 2020

Information Technology Services Contract

This contract made and entered into this 9th day of March 2020, by and between the Village of Caledonia (hereinafter referred to as "VILLAGE") and the County of Racine, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. The term of this contract shall be from **January 1, 2020** through **December 31, 2020**. This contract may be extended for six additional one-year terms on the same or mutually agreed upon revised terms upon written approval of both parties.
2. For the term of this contract, COUNTY shall provide VILLAGE with Information Technology ("I.T.") technical support as follows:
 - a. COUNTY will provide technical support for desktop/server PC's, peripherals, infrastructure and networking devices to the extent possible depending on the age of equipment.
 - b. COUNTY will provide network, server and desktop configuration, and trouble shooting and repair service.
 - c. In situations where COUNTY cannot repair equipment due to age or extent of damage or issue, COUNTY will recommend purchase of replacement parts or software to the VILLAGE.
 - d. COUNTY will assist the VILLAGE in resolving software application issues in office products, packaged products and any custom software with the understanding that the that the VILLAGE will make reasonable efforts to have its software kept current with maintenance and licensing.
 - e. For software that is not designed to work on existing networks or is not documented, COUNTY will provide best efforts to make the software work.

3. The VILLAGE will be responsible for funding the purchase of all hardware, software, peripheral, cabling, parts, software, licensing and maintenance, internet connections and connections to other networks for its systems and applications. COUNTY will work with the VILLAGE to identify technology strategies and identify any technology that would be needed to accomplish the necessary tasks as appropriate.

4. The technical support shall be done at an hourly rate detailed below:
- a) All off-site technical support calls will be billed at an \$80 per hour rate - charged in ten-minute increments.
 - b) On-site, complex technical support, and after-hours support (after 5pm) will be billed at an \$125 per hour rate – charged in ten-minute increments.
 - c) Any other third-party consulting services required to support the VILLAGE will be passed through the COUNTY at cost.
 - d) All expenses related to the technical support will be included at cost (i.e., mileage, supplies, etc.).

5. Billing the VILLAGE will be done on monthly basis. COUNTY will track and report all support provided to the VILLAGE **and** provide a copy of the time log to the VILLAGE with each billing.

6. The Racine County Information Technology Department will provide best effort to resolve problems and other technical issues in a timely manner.

7. COUNTY does not warrant uninterrupted or error free operation of any of the systems for which it provides services. The services under this contract are provided without warranties of any kind. VILLAGE recognizes that certain systems may not be able to be repaired by COUNTY. VILLAGE agrees that the COUNTY shall not be responsible for any damages, including but not limited to loss of data or other business or property damage, suffered by VILLAGE arising out of the services provided by COUNTY pursuant to this contract. COUNTY's liability shall not exceed the fees that

VILLAGE has paid under this agreement. VILLAGE agrees that the pricing for the services would be substantially higher but for these limitations.

8. Either party can terminate this contract for any reason or for no reason upon sixty (60) days prior written notice to the other party. In the event of any such termination by the VILLAGE, COUNTY shall be paid for services performed through the date of termination.

9. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated entities and their subcontractors. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

10. The parties to this contract are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

11. Neither party shall transfer or assign this contract without the written consent of the non-assigned party.

12. The contact people for this contract are:

Racine County:

Shuchi Wadhwa, Director of Information Technology
Wendy Christensen, County Clerk
Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403

Village of Caledonia

Tom Christensen, Village Administrator
5043 Chester Lane
Caledonia, WI 53402

13. The work done under this contract shall be performed during normal business hours, to the extent possible. After hours non-emergency service requests will go to the Racine County Information Services Help Desk. After hours emergency service requests will be handled by Racine County on-call personnel. The parties recognize that COUNTY will provide the services under this contract using both COUNTY employees and employees of subcontracted third party providers.

REVIEWED BY FINANCE DIRECTOR

[Signature] 3/17/2020
Sign Date

Racine County

By: [Signature]
By: JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

Date 03-18-2020
Certified to be correct as to form

By: [Signature]
Racine County Corporation Counsel

Village of Caledonia

By: [Signature]

[Signature]
Wendy M. Christensen
Racine County Clerk 03/20/2020

DATE(S)	OFFSITE SUPPORT AMOUNT	ONSITE SUPPORT AMOUNT	WAN/COMPLEX AMOUNT	MILEAGE TIME AMOUNT	MILEAGE AMOUNT	MATERIALS	TOTAL BILLED
2017	2,374.00	15,486.40	34,693.60	7,399.20	1,308.88	-	61,262.08
2018	1,530.00	11,453.60	1,340.00	3,620.00	677.98	-	18,621.58
2019	2,113.20	19,100.00	180.00	5,300.00	1,070.68	-	27,763.88
PUBLIC WORKS PROJ 2019		7,500.00				6,259.78	13,759.78
TOTALS	6,017.20	53,540.00	36,213.60	16,319.20	3,057.54	6,259.78	121,407.32

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2017	2,374.00	15,486.40	34,693.60	7,399.20	1,308.88	-	61,262.08
2018	1,530.00	11,453.60	1,340.00	3,620.00	677.98	-	18,621.58
2019	2,113.20	19,100.00	180.00	5,300.00	1,070.68	-	27,763.88
PUBLIC WORKS PROJ 2019		7,500.00				6,259.78	13,759.78
TOTALS	6,017.20	53,540.00	36,213.60	16,319.20	3,057.54	6,259.78	121,407.32