

Intergovernmental Agreement for VOIP shared services

This intergovernmental agreement (the "AGREEMENT") for shared Voice over Internet Protocol ("VoIP") telephone services, hereinafter designated as "Services," by and between the City of Columbus, an Ohio municipal corporation, acting through its director of technology, hereinafter designated as "Columbus," and the Columbus City Schools acting through its superintendent, hereinafter designated as "CCS," together, hereinafter designated "Party(ies)," understand and agree and

WHEREAS, CCS will leverage the Columbus investment in VoIP telephone solutions by sharing technology and services. The support of the VoIP environment will be a collaborative partnership between the Parties. Columbus will maintain, support and revise the shared VoIP solution hosting environment and provide 24-hour Tier 2-4 resolution support, and remotely support CCS Tier-1 with deployment, operations and provisioning of IP phones and the VoIP solution; and

WHEREAS, the Parties have determined that it would be in the best interests of CCS and Columbus to provide for the efficient and coordinated implementation of the Services; and

WHEREAS, the Parties, in discussing their respective Telephone operations, have agreed in principle that using the VOIP platform in a partner jurisdiction may result in efficiencies and/or cost savings; and

WHEREAS, Section 9.482 of the Ohio Revised Code, permits a political subdivision when legally authorized to do so to enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a partnership approach to the provision of certain services will be considered when the means for such cooperative effort are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, Columbus has resources to increase its capacity to provide VOIP services, including, but not limited to, datacenter infrastructure, network interface, escalation support, Level 2 support, Level 3 & 4 resolution, environment build out to partner jurisdictions and other governmental entities; and

WHEREAS, Columbus is able to provide services to CCS on the terms and conditions hereinafter set forth, to provide Services for the CCS in accordance with the Columbus's ability to provide Services within its capacity and internal service priorities; and

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Columbus will provide Services to CCS as outlined in the attached Exhibit A "Service Agreement," Exhibit B "VoIP Expenditures," and, Exhibit C "Asset Sales." Both parties understand that this AGREEMENT is non-exclusive and that CCS is under no obligation to utilize Services under this AGREEMENT, and that Columbus is under no obligation to offer or perform Services. Parties shall give the other a minimum of ninety (90) days advance written notice regarding their intention to discontinue services in full or in part under this AGREEMENT.
2. The Parties are political subdivisions and are entitled to all of the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
3. This Agreement does not in any way limit any power or function of a municipality in respect of any such functions being performed under this Agreement by another municipality.
4. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other Parties and the results thereof. Each Party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.
5. Notwithstanding anything to the contrary, a Party shall not be liable to another Party for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.
6. No covenant, obligation, or promise of the Parties contained in this Agreement shall be deemed to be a covenant, obligation, or promise of any present or future council member, board member, officer, or employee of the Parties in other than their official capacity and neither the officer, employee, board members, or council members of the Parties approving or executing this Agreement shall be liable personally by reason of the covenants, obligations, or promises contained in this Agreement.

7. For employment relationship purposes, any Columbus participant shall be an employee of the municipality for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the CCS, and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a Columbus's employee may be involved.

8. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law") where applicable, to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits. Any documents pertaining to system configuration and system security shall not be considered Public Records and are considered confidential infrastructure security records as described in section 149.433 of the Ohio Revised Code.

9. The effective date of this Agreement shall be the latest date signed below and shall be for an initial a three-year period with extensions available on a year to year basis upon mutual agreement by both parties and approved by respective legislative authorities; provided, however, that either party may terminate this Agreement upon 90 (one-hundred twenty) days' advance written notice to the other party as described in Section 1 above. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided for the remaining term of the agreement.
 - All third party contractual obligations and early termination fees will be the responsibility of the CCS and payable at the time of contract termination in full per the terms of the third-party agreements.

10. This Agreement may only be amended or extended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.

11. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to: Columbus City Schools:

Columbus City Schools

Attention: Michele VanDyke

1091 King Avenue

Columbus, OH 43212

If to: the City of Columbus:

City of Columbus, Department of Technology

Attention: Sam Orth

1111 E. Broad Street

Columbus, OH 43215

or such other address as may be designated in writing by the Parties.

12. The City will invoice the CCS on an annual basis for services rendered. CCS shall submit payment by mail with the Columbus provided invoice along with payment made payable to the City of Columbus, City Treasurer.

- This Intergovernmental Agreement is a new service which therefore required certain assumptions around the system configuration of the services provided herein. The assumptions were derived by both parties were relied upon to estimate various hardware, software, third-party relationships and staff service fees. The recurring Service Fees described in this agreement will be reviewed or “trued-up” at the end of each contractual year with data provided through Columbus Service Desk ticketing system and other Columbus measures of actual system use and resource consumption for the services provided in this agreement. Actual hours and resource consumption consumed to support the CCS telephony system will dictate the realized cost of the service. Any change in manufacturer’s maintenance cost or third-party service fees will be included in the annual Service Fee review by Columbus. After an annual review between Columbus and CCS of actual and realized service costs, Columbus reserves the right to change fees for services herein in the subsequent contract year.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

City of Columbus

Columbus City Schools

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Intergovernmental Agreement for VOIP Shared Services

Exhibit "A"

Service Agreement

Service Description

CCS will leverage the Columbus investment in VoIP telephone solutions by sharing technology and services. The support of the VoIP environment will be a collaborative partnership between the Parties. Columbus will maintain, support and revise the shared VoIP solution hosting environment and provide 24-hour Tier 2-4 resolution support, and remotely support CCS Tier-1 with deployment, operations and provisioning of IP phones and the VoIP solution

Columbus City Schools Potential Benefits

- **Availability** – Except during scheduled maintenance periods, Columbus City Schools will have access to use the service 24 hours a day, 7 days a week.
- **Cost-Savings** – Columbus City Schools may save money by not incurring additional expenses for personnel and equipment associated with building, supporting, monitoring and maintaining telephony related services. Entities that have VoIP systems can leverage the Session Initiation Protocol (SIP) service to reduce their long distance and trunking costs.
- **Efficiency** – The service is delivered in a manner that requires fewer resources to meet operational demands of Columbus City Schools. It is also inclusive of calling within the state of Ohio and reduced long distance charges outside of Ohio.
- **Scalability** – The service is configured according to current operational needs. It may be modified and scaled as those needs change.
- **Redundancy** – The service will enable Columbus City Schools the advantage of fully redundant dual fiber connections between the City of Columbus and Columbus City School data centers. They will also benefit from failovers between City of Columbus data centers needed for disaster recovery.
- **Back-ups** – Columbus City Schools will benefit from nightly backups of their phone data, server configuration, phone templates, voicemail and greetings.

City of Columbus Provides

- Datacenter Infrastructure
- Network Interface
- Call Manager Server Services
- Storage Infrastructure and Back-up Services
- Escalation Support
- Level 2 support, Level 3 & 4 Resolution
- Level 1 training of CCS staff to include phone configuration, testing and deployment
- Network, VoIP, and other configurations standards as necessary to ensure operation consistent with the current Columbus network and VoIP configurations

- Server Environment Build Out
- Assistance, input and on-going updates to VoIP project plan and schedule
- Assistance and input into technical, functional or business requirements needed for CCS to bid CCS provided hardware, software, or professional services for CCS purchased VoIP components

Columbus Maintenance Schedule

Upgrades and patches will be performed when necessary during a monthly maintenance window which is the third-weekend of the month from Friday through Sunday, except for emergency repairs that cannot be completed in a scheduled maintenance window. These will be coordinated with CCS and communicated in advance. Columbus reserves the right to change planned maintenance schedules, including the days and times which will be communicated to CCS in advance.

Columbus Incident Response & Resolution

Columbus will provide Tier 2 – 4 support resolution. Support for business impacting critical events are 24 hours per day, 7 days a week, 365 days a year. Support for all other events will be addressed 24 hours per day, 7 days a week 365 days a year according to severity outlined in the Maximum Response Times (MRT) standards.

Columbus Maximum Response Times

Emergency Service Restoration Procedure

Columbus shall operate and maintain an Operations Center (“OC”) twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year. Additionally, Columbus will maintain a Service Desk during normal business hours 7 AM to 5 PM Eastern Time, Monday through Friday except designated holidays. During evenings, weekends and holidays, system issues and events will be handled through network alert call outs, by trained and qualified personnel. A single phone number, 614-645-5758, is utilized for all Operations support calls. Columbus City Schools will receive a planned call back within 30 minutes of the initial notification of a service issue with, as required, status updates being communicated every 2 hours on the hour until resolution.

Columbus maintenance employees or Contractor (contracted representatives) shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Columbus will immediately begin work remotely upon receipt of an event to determine root cause and begin remediation efforts. The City of Columbus shall have its first maintenance employee, or that of its contracted maintenance company, at the site requiring Emergency Maintenance activity within two (2) hours after the time the City of Columbus becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of the City of Columbus.

Columbus will maintain a telephone number, 614-645-5758, to contact personnel at the OC. The City of Columbus OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair of fiber-related problems detected in the Columbus City Schools system, through the City of Columbus

monitoring equipment and upon notification by the City of Columbus, by Columbus City Schools, or upon notification by a third party. Updates to the methods and procedures for system monitoring will be communicated to CCS ahead of the changes being implemented.

Maximum Resolution Times (MRTs) are goals that have been established to complete work to evaluate performance levels. MRTs are a general guideline and should not be considered on individual interactions but as an overall average. The City of Columbus has set MRTs less than what is reported by “Best Practices”. Several factors are considered including 3rd party response times which are needed to resolve certain issues.

Severity	Description	Response Time
Priority 1 Critical	District Wide Outage	½ hour
Priority 2 High	Building Outage	½ hour
Priority 3 Average*	User Outage	½ hour NBH, NBD
Priority 4 Low*	Partial User Outage	1 hour NBH, NBD

** After hours response times for Priority 3 and Priority 4 will be next business day (NBD)*

Columbus City Schools Provides

- Project Management including procurement resources to develop, collect or manage the planning, acquisition and installation of needed technology components for installation in CCS facilities.
- All School facility based hardware including networking and telephone components
- Configuration, Testing and Installation of VoIP Phones
- Internal data communications wiring
- Network Support between CCS facilities and CCS Data Centers
- Network Components and Configuration within the Columbus City Schools Data Centers
- Level 1 Support
 - Train-the-Trainer Model for Knowledge Transfer from City of Columbus
 - Physical Phone Support
 - Troubleshooting (1st Attempt Resolution)
 - Escalation of Non-Resolved Issues to City of Columbus
 - End-User Training
- Adoption of Columbus network and VoIP standards, guidelines and practices necessary to ensure on-going VoIP operations
- CCS is responsible for providing and supporting all internal data wiring, programming of data equipment, routing, network segmentation, routing and POE (802.3af) switching infrastructure. CCS is also responsible for the termination of fiber infrastructure to CCS owned data equipment, facilitating the connected dual data center design.
- All proposed design, installation and configuration work to be performed on the network and backend system supporting the VoIP environments shall be submitted, reviewed and approved by Columbus in advance of systems implementation in writing.

CCS Project Management

CCS shall provide a designated VoIP Project Manager to serve as the primary project resource for planning, managing and coordinating work activities, tasks, reports of Columbus, CCS and vendors throughout the build-out of the project. The CCS project manager's role shall include procurement tasks necessary to develop, collect or manage the planning, acquisition and installation of needed technology components for installation in CCS facilities. The CCS PM will also serve as a liaison with Columbus.

CCS Incident Response & Resolution

CCS shall serve as Tier-1 helpdesk support for VoIP services. In its role as Tier-1 support, CCS shall respond to all user-initiated incidents or service requests by first contacting CCS Tier-1 support. Except in emergencies and limited circumstances shall a CCS end user call Columbus for VoIP support. CCS Tier-1 support shall ensure that end-user submitted incident or service requests are recorded in a service desk, helpdesk or trouble-ticketing system for recording keeping and service coordination purposes. CCS shall work with Columbus at a later point in time to integrate service desk systems or to adopt a uniform system. CCS Tier-1 support shall diagnose all service incidents, outages and attempt to resolve them before escalating them to Columbus Tier-2 support. Such Tier-1 issues are expected to include, but are not limited to: 1) Local Area Network operations (data network, routing, power), 2) Building Power, 3) VoIP telephone configuration and power and 4) End-User training, knowledge, skills and abilities to use the system.

CCS shall establish and share with Columbus a Tier-1 support schedule which identifies a single Point of Contact (POC) for ticket escalation during normal business hours (M-F 7:00 AM to 5:00 PM), including contact information, and designated backups appointed to contact City of Columbus for escalated issue resolution.

CCS VoIP incident identification and first-call resolution is expected to demonstrate that: a) power to the phone or network, b) local area network issues, c) phone configuration or settings, and d) telephone handset equipment failure as the cause of the outage or performance degradation have first been eliminated by CCS as a potential incident cause prior to escalating the outage to Columbus Tier-2 support. Columbus reserves the right to redirect to CCS any or all incidents which CCS cannot reasonably establish that it has eliminated the causes a), b) c) and d) identified above.

CCS is expected to utilize current industry best practices in ruling out power or their own electronics, CCS-owned fiber jumpers, or other non-Columbus system issues, as failure points before alerting Columbus staff to a potential outage.

Intergovernmental Agreement for VOIP Shared Services

Exhibit "B"

VOIP Expenditures

1. CSS will provide funding for all hardware, software, licensing, maintenance and services related to the Services.
2. CCS will bid and procure all items identified in the Estimated Columbus City Schools VoIP Costs spread sheet "1st year CCS Installation Costs"
3. CCS will legislate funding for the City of Columbus to purchase on their behalf items identified in the Estimated Columbus City Schools VoIP Costs spread sheet " 1st year COC One Time Charges". Columbus will legislate the expenditure of those funds.
4. CCS will legislate funding for the items identified in the Estimated Columbus City Schools VoIP Costs spread sheet " 1st year Maintenance and Service Charges" and pay on an annual basis post 1st year deployment.

Columbus City Schools Funding Inclusions

- Professional Services funding
 - Engineering for backend system installation, configuration, testing, and turn up
 - Network Engineer Staff augmentation (1), first year only
 - Telephone Services Staff augmentation (2), first year only
 - Project Manager (1), first year only
- Licensing and Support funding
 - Telephone License and support, (5yr term), (Cisco Unified Communications Manager)
 - Network monthly port charges
 - Annual Cube licensing charges
 - SIP Trunking monthly recurring charges
 - COC support and Voicemail , yearly recurring charge
- Maintenance funding
 - All CCS facility based network/telephony equipment
 - Backend system hardware; Routers, Cubes, Blades (anything not covered by licensing)
 - CCS maintenance costs may fluctuate dependent on manufacuter's price increase/decrease

*Backend system references Cisco Unified Communications Manager

**Columbus City Schools will allocate funding to City of Columbus for purchase of backend system.
City of Columbus will not incur out of pocket costs with this Intergovernmental Agreement.

Intergovernmental Agreement for VOIP Shared Services

Exhibit "C"

Asset Sale & Ownership

1. City of Columbus will sell excess End of Support (EOS), unwarranted telephones that have been taken out of service due to Columbus performing a telephone refresh at the rate of \$35.00 per phone up to a quantity of 1,800 telephones.
2. CCS will need to refresh these phones within 5yrs.
3. All telephones will be in complete working order with all components i.e. handset, base unit, handset cord.
4. Columbus shall retain ownership of its assets used to provide services under this agreement. Those assets shall include, but not be limited to, data center, server, storage, networking, software and other licenses it owned or acquired in service of this agreement.
5. CCS shall own the physical servers acquired on its behalf to fulfill this agreement. By signing this agreement, CCS expressly acknowledges that it understands that the physical servers acquired are in the form of server "blades", which, by themselves without a server chassis which is compatible with the server blades, cannot function for any purpose.
6. Ownership of third-party software licenses purchased by Columbus on CCS' behalf shall be dictated solely by the terms of the third-party provider. In the event this agreement is discontinued the transfer of any licenses purchased by Columbus to CCS shall be dictated solely by the third-party agreement(s).