

AN ORDINANCE AUTHORIZING THE CITY OF FRONTENAC, MISSOURI TO ENTER INTO AND EXECUTE AN INTERGOVERNMENTAL MASTER AGREEMENT BETWEEN THE FRONTENAC POLICE DEPARTMENT AND THE REGIONAL JUSTICE INFORMATON SERVICE COMMISSION (REJIS).

WHEREAS, the City of Frontenac Police Department uses the Regional Computer Aided Dispatch System (RCAD), and

WHEREAS, REJIS will provide implementation, maintenance, and service to upgrade our CAD system, and

WHEREAS, the Motorola Premier One CAD update is in partnership with the West County Dispatch Center and the police departments of the cities of Creve Coeur, Ladue and Town and Country, and will "go live" on June 26, 2023, and

WHEREAS, the RCAD update is designed to efficiently manage resources and provide real-time information to officers that improves situational awareness and decision making.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN AS FOLLOWS:

SECTION ONE:

The Chief of Police is hereby authorized to execute a contract with REJIS for CAD licenses and maintenance at a cost of \$60,280.00, which includes the initial setup cost of \$15,120.00. The initial set up costs of year one, is to be requested to be included in the fiscal year 2023-2024 budget.

SECTION TWO:

This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF FRONTENAC, MISSOURI, THIS 18th DAY OF APRIL 2023.

Presiding Officer

Attest:

Leesa Ross, City Clerk

APPROVED THIS 18TH DAY OF APRIL 2023.

Kate Hatfield, Mayor

Attest:

Leesa Ross, City Clerk



City of Frontenac, Missouri
POLICE DEPARTMENT

10555 Clayton Road, Frontenac, Missouri - 314-994-9300

To: Jaysen Christensen, City Administrator
From: Chief Mark Guttman #188 *mm*
Date: April 10, 2023
Re: REJIS Intergovernmental Master Agreement

I request authorization to enter into an Intergovernmental Master Agreement with the REJIS Commission for the implementation, maintenance, and service to upgrade our Regional Computer Aided Dispatch System.

The Motorola Premier One CAD update is in partnership with the West Central Dispatch Center and the police departments of the cities of Creve Coeur, Ladue, and Town and Country and currently has a scheduled "Go Live" date of Monday June 26, 2023. The RCAD update is designed to efficiently manage resources and provide real-time information to officers that improves situational awareness and decision making.

The total cost of CAD licenses and maintenance over the 7-year agreement is \$60,280.00, which includes the initial setup cost of \$15,120.00. A breakdown of costs per year is:

- Year 1 \$15,120.00
- Year 2 \$6,704.00
- Year 3 \$7,016.00
- Year 4 \$7,344.00
- Year 5 \$7,688.00
- Year 6 \$8,024.00
- Year 7 \$8,384.00

The initial setup cost of year 1 is to be requested to be included the 2023-24 budget.



**INTERGOVERNMENTAL MASTER
AGREEMENT**
Between
Frontenac Missouri Police Department (FPD)
and
The REJIS Commission (REJIS)

This information shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that a contract is awarded to this offer or as a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information in the data if it is obtained from another source without restriction or contained in the proposal in its entirety.

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This Intergovernmental Master Agreement (the "IMA" or "Agreement"), dated this 14th day of March, 2023 (date contingent on "Go Live" date which has yet to be determined), by and between The Frontenac Missouri Police Department (hereinafter "FPD") and the Regional Justice Information Service Commission (hereinafter "REJIS").

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I - Definitions of Terms

1.1 Definitions of terms used in the Intergovernmental Master Agreement (IMA). The following terms shall have the defined meanings and described functions for the purpose of this Agreement. Some terms may not be pertinent to this agreement but are defined within to support potential future Service Exhibits.

Base Intergovernmental Agreement Period - a seven (7) Year Agreement year period beginning with the Effective Date.

Business Process Owner - A FPD senior-level manager, usually in a department with line responsibility, who has the budget and decision-making responsibility for a FPD business process and its related computer application(s). FPD and REJIS hereby acknowledge and agree that the FPD, Chief of Police (as defined below) is FPD's business process owner of enterprise information technology infrastructure and systems, and of enterprise information technology processes and their related computer applications.

CASE - A means by which REJIS tracks calls for support from a customer or to track events that FPD has requested REJIS to monitor.

Deliverable - Services or product output to be provided to FPD as specified in the Service Exhibit(s).

COP - The Chief of Police of FPD's Information Technology (IT) function, or such person(s) designated by senior FPD officials to perform the functions designated in this Agreement.

Executive Director - The Executive Director of REJIS.

Executive of Interest - The FPD Chief of Police (COP).

Non-Reoccurring Cost (NRC) - Cost that occur one time.

Monthly Reoccurring Cost (MRC) - Cost that reoccur monthly.

Annual Reoccurring Cost (ARC) - Cost that reoccur annually.

Frontenac Missouri Police Department Working Days - Monday through Friday excluding FPD and REJIS specified holidays.

REJIS CIO - The Chief Information Officer for REJIS.

REJIS Service Portfolio - Listing of additional REJIS Service offerings that can be utilized by FPD. See Attachment One for a brief overview.

Renewal Option Periods – There will be three (3) two (2) year increments commencing on the anniversary of the Effective Date.

Service Exhibits (SE) - Categories of services to be provided by REJIS to FPD pursuant to the terms, covenants and conditions of this Agreement and which are attached hereto and incorporated herein by reference as if fully set out herein.

Service Level Agreement (SLA) - Agreements between REJIS and FPD setting service provider and recipient expectations, responsibilities and roles; describes the products or services to be delivered; identifies contacts for problems; and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, communicated, changed and controlled.

Article II - Agreement Term

2.1 Term. The term of this Agreement shall be for seven (7) year base period of eighty-four (84) months beginning with the Effective Date. There will be three (3) two (2) year Renewal Option Periods thereafter beginning on the anniversary of the Effective Date.

2.2 Renewal Options. This Agreement can be renewed for up to three (3) two (2) year additional terms as outlined above, unless either party delivers to the other party a written notice of non-renewal at least twelve (12) months prior to the commencement of the next renewal period. The parties will negotiate any modifications to the terms of this Agreement to be effective for any renewal period and shall execute a written amendment to reflect any such modified terms.

2.3 Funding Out. Notwithstanding anything else to the contrary in this Agreement, the obligations of FPD under this Agreement shall cease immediately and without penalty, requirement for written notice or further payment being obligatory (aside from those owing for services already provided pursuant to this Agreement) if FPD does not for any reason appropriate funds for this Agreement or any of its renewals. FPD cannot commit to funding for like services identified within the SE(s) from another provider of service if the Funding Out clause is utilized.

2.4 Termination

2.4.1 Termination for cause. Except for the provision of subsection 2.4.4 of this Article, termination for failure of either party to comply with any of the provisions of this Agreement ("for cause") shall occur upon ninety (90) days' notice in writing to the other party. Termination for cause may occur only after the party on notice has used its best efforts to cure any defaults and has within said ninety (90) days been unable to correct the default to the satisfaction of the other party. Among other circumstances, by way of example and not limitation, FPD has the right, for good cause, to terminate this Agreement in its entirety or to terminate REJIS' right to perform a specific service required by this Agreement for a material:

2.4.1.1 failure by REJIS to comply with FPD policies that are in effect and of which REJIS has notice ninety (90) days in advance of the effective date. REJIS and FPD hereby acknowledge and agree that changes and modifications to FPD policies may be made at the sole discretion of FPD. REJIS and FPD further acknowledge and agree that such changes and modifications may result in a change in services provided to FPD by REJIS pursuant to the terms of this Agreement and may result in additional or increased costs and/or expenses to REJIS. REJIS and FPD hereby acknowledge and

agree that if the additional or modified policies place a substantial cost burden on REJIS, the parties will negotiate a solution that either extends the time before REJIS will be bound to comply, or will compensate REJIS for the cost incurred to comply with the additional or modified policies. If such changes reduce the costs and/or expenses for REJIS, then the parties will negotiate a reduction in costs to FPD under this Agreement. REJIS shall provide an estimate and basis of the costs that will be incurred for FPD's review at no charge; or

2.4.1.2 failure by REJIS to attain three (3) or more service levels as defined in the SLA(s) for two (2) consecutive quarterly reporting periods; or

2.4.1.3 intentional misstatement by REJIS of financial conditions, billing or costs under this Agreement; or

2.4.1.4 failure by REJIS to keep relevant and critical software at the vendor required levels of support that FPD has contracted with REJIS for support. FPD will direct the timing of system upgrades and patches, if applicable.

2.4.2 Procedure upon notice of intent to terminate for cause. The party in receipt of a notice of intent to terminate for cause shall acknowledge receipt of said notice in writing within five (5) working days. The party in receipt of notice shall address the cause(s) for termination in writing prior to the expiration of the ninety (90) day cure period or such additional time as may be provided in the notice or as mutually agreed upon by FPD and REJIS.

2.4.3 Termination for Convenience. Consistent with the terms of this Agreement, FPD may terminate REJIS' rights and obligations to perform services under this Agreement and/or in any or all SE's without cause on one hundred eighty (180) days written notice, provided that said termination is consistent with the terms of this Agreement and as applicable the specific SE describing the services to be terminated; and that such termination shall not occur within the first six (6) months of the Effective Date of this IMA.

FPD will provide advanced notification of termination without cause SE services no later than one hundred eighty (180) days prior to the termination date. If such termination is requested by FPD for any SE, FPD will compensate REJIS for any amounts, fees, charges, damages, costs, expenses or penalties accrued as of the termination date to vendors by REJIS as a result of the discontinuance, termination or early cancellation of agreements, licenses, contracts, and/or leases for software, hardware, or services that were required to provide or support the services provided to FPD pursuant to the terms of the terminated SE.

2.4.4 Termination for non-payment. REJIS may declare a termination for cause in the event FPD fails to pay for services provided by REJIS pursuant to the terms, covenants and conditions of this Agreement. Any declaration of termination for non-payment will follow the procedure set out in Article II, subsection 2.4.1 and 2.4.2 of this Agreement.

2.4.5 Termination Assistance. Both parties acknowledge the critical nature of the services being provided under the Agreement and agree that any termination will require an orderly process and cooperative environment. The wellbeing of both organizations requires that any extraordinary expense associated with termination must be acknowledged by both parties with mutual agreement on any financial liability to assure an orderly transition. REJIS will provide the required services to ensure an orderly transition. FPD will compensate REJIS for any expenses approved by FPD in advance beyond the normal

categories of services as set out in the Agreement and will provide the structure and facilities for transition.

Article III - Scope & Identification of Services

3.1 General Scope. It is the intent of the parties that REJIS perform services for FPD as set out in the SE and perform FPD services in accordance with the terms, covenants and conditions of the Service Exhibits which are attached hereto and incorporated herein by reference as if fully set out herein. Services provided by REJIS shall meet agreed to service levels. FPD will provide for any/all hardware/software refreshes based upon industry standard practices. If FPD determines that hardware/software refresh actions should be extended and those actions are proven to have a material adverse impact on REJIS' ability to meet SLA requirements, REJIS shall not be accountable for those actions and subsequent implications. However, REJIS shall make its best effort to ensure hardware/software availability and operability regardless of refresh actions that FPD may or may not take.

3.2 Additional Services. REJIS, at the request of FPD, may provide additional services beyond the scope of services to be provided pursuant to the terms, covenants and conditions of this Agreement ("Additional Services"). REJIS shall provide FPD with a written estimate of the charges for any such Additional Services, and FPD and REJIS shall execute a written SE agreement detailing such Additional Services prior to FPD awarding any Additional Services to REJIS. FPD may put any Additional Services out to bid to third parties.

REJIS shall not bill FPD, without prior approval by the FPD COP for any time or expense related to the marketing, researching, or evaluating of new or expanded services or technologies. Any training of REJIS personnel to support new technologies solely used by FPD will require prior approval from REJIS and FPD, who will reimburse REJIS for specified training.

REJIS may execute additional agreements with FPD for specific additional work or services outside the scope of this Agreement. The FPD COP shall approve this type of work and subsequent billing of the same. However, if FPD requires requirements analysis support, that would be on a reimbursable basis.

REJIS shall not bill FPD, without prior approval by the FPD COP or the FPD Department being charged any time or expense for responding to FPD bids, RFPs or RFIs. However, if FPD requires requirements analysis support, that would be on a reimbursable basis.

3.3 Services Portfolio. REJIS shall maintain a current list of services that it provides and has experience in and for which it maintains current competence/skills. REJIS shall provide FPD with such a list upon receipt of a written request from the FPD COP within ten (10) Working Days of REJIS' receipt of such a request.

3.4 Ownership.

3.4.1 Asset & Facilities Ownership - REJIS will send FPD any revisions to FPD specific circuit configurations or asset management/inventory information within ten (10) Working Days (or such longer period as mutually agreed upon) of the change going into effect/production that impacts FPD operations. Information will be sent to the FPD {POC For Business Owner Abbreviation}. If created electronically, the files will also be sent or made available to FPD.

3.4.2 Data Ownership / Intellectual Property - Data/Information Ownership. All information, data, and publications created specifically for and paid for by FPD or as a

result of the work identified in Article III of this Agreement is the property of FPD unless (i) otherwise noted, (ii) copyright protected, or (iii) otherwise defined or agreed to by both parties to this Agreement.

Custom Software Ownership. If, however, custom coded software is developed by REJIS, the following statement applies. As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed custom coded software and make it available to any/all regional government entity (entities) that can utilize the capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the custom coded software as long as REJIS does not disclose any FPD confidential or proprietary information to any third party; and provided that FPD is granted a perpetual, worldwide, non-exclusive, royalty free license to use such custom coded software for its internal business purposes. FPD agrees that the custom coded software will not be disclosed, given, sold to, or used by another party without the approval of REJIS or as otherwise required by law.

3.6 Place of Performance. REJIS will provide FPD services from the REJIS facilities which are their typical work location unless otherwise noted within a SE.

Article IV - Pricing and Payment

4.1 Fees and Pricing. REJIS' fees, rates, and other charges for services provided pursuant to the terms, covenants and conditions of this Agreement shall be those fees, rates and charges set out in the Service Exhibits to this Agreement.

4.2 Travel Reimbursement. For services that cannot be provided over the telephone; travel reimbursement will be required. REJIS personnel will track all travel (provided that travel shall not include travel to and from an individual's residence to a local work-site). All travel will be tabulated monthly and submitted via an invoice for reimbursement to FPD. The amount invoiced will be based upon the Internal Revenue Service travel/mileage rate plus any parking costs incurred.

4.3 Method of Payment. FPD shall pay REJIS all service fees, rates, and charges for usage pursuant to the Service Exhibits for any Agreement year. REJIS will invoice FPD monthly for mutually agreed to services that are recurring. REJIS will generate a monthly invoice for agreed to services. FPD shall pay invoices no later than thirty (30) days from the date of its receipt of the invoice.

4.4 Pass Through Charges. From time to time, at the request of and with the prior approval of the FPD COP and consistent with applicable FPD policies, REJIS may purchase from third party vendors various items or services for FPD to be used by FPD which are beyond the scope of services to be provided FPD as set out in the Service Exhibits. Such purchases or expenditures by REJIS will be reimbursed by FPD to REJIS at the cost of the item or service plus up to a ten (10%) administration fee and which shall become due and payable from FPD within thirty (30) days of FPD's receipt of billing by REJIS with no offsets. REJIS may not be able to purchase all pass-through charges on behalf of FPD due to the cash outlay required. In such cases, REJIS may require FPD to pay for any needed items or services prior to REJIS performing work related to said items or services.

4.5 Hourly Billings. Except as otherwise provided for herein, REJIS shall bill FPD all hourly rates in fifteen (15) minute (1/4 of an hour) increments.

4.6 Contingent Obligations. FPD's financial obligations under this Agreement that are payable after the then-current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, the Agreement will become null and void, without penalty to FPD. However, nothing in this paragraph shall relieve FPD of its responsibility to pay for services provided up to the time of termination.

Article V - Law and Venue

This Agreement is made and entered into in the City of St. Louis, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement or any action or causes of action arising out of this Agreement. Venue of any action arising out of this Agreement shall only be in the state and federal courts in the County or City of St. Louis, Missouri.

Article VI - Audit

During the term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, FPD retains the right to audit the services provided by REJIS and the associated charges for purposes of compliance with the terms of this Agreement, adherence to security measures and controls and in accordance with the terms of the Service Exhibits, upon reasonable notice to REJIS, at FPD's discretion and expense. FPD personnel may inspect and/or tour the REJIS facilities at the discretion of the FPD COP and with advanced approval of the REJIS Executive Director (which approval will not be unreasonably withheld), and review all relevant books and records, as long as such inspections are not disruptive to REJIS' operations. In the event that the results of such audit establish that REJIS has overcharged FPD, REJIS will refund such overcharge within thirty (30) days of notice from FPD. REJIS agrees to promptly address any other issues disclosed by the audit results. If such "other issues" exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by the FPD {POC For Business Owner Abbreviation}. In the event FPD does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

Article VII - Notice

Any notice, request, or other communication to be given hereunder shall be in writing; and shall be delivered personally, or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid or shall be sent by other similar form of rapid transmission confirmed by the mailing (by first class or express mail or overnight commercial delivery service, postage and charges prepaid) of written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. Notice shall be deemed received at actual receipt. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to REJIS:
REJIS
Executive Director
4255 West Pine Boulevard
St. Louis, Missouri 63108

If to FPD:
Frontenac Missouri Police Department
c/o Chief of Police
10555 Clayton, Road
St. Louis, Missouri 63131

Article VIII - Conflict of Interest

REJIS represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Agreement upon an agreement or understanding for a gratuity, commission, percentage, brokerage or contingent fee in any form, to any person excepting bona fide employees of REJIS, or bona fide established commercial or sales agency. For breach or violation of this representation and warranty, FPD may, by written notice to REJIS, terminate the right of REJIS to proceed under this Agreement or be entitled to pursue the same remedies against REJIS as it could pursue in the event of a breach. The rights and remedies of FPD, as provided in this Paragraph, shall not be exclusive and are in addition to any other rights and remedies under this Agreement or provided by law.

Article IX - Employees

Except as otherwise provided for herein, REJIS and FPD agree they will not actively solicit for employment nor employ each other's personnel or employees without written permission during the term of this Agreement and for one hundred eighty (180) days after the termination of this Agreement. In the event that REJIS or FPD chooses to employ an individual who within the preceding one hundred eighty (180) days was employed by the other party as a full-time employee, both REJIS and FPD hereby agree to pay an amount equal to three (3) months base salary to the other party, unless otherwise mutually agreed in writing. The base salary will be computed on the employee's salary as of the time of departure from either REJIS or FPD.

Article X - Non-discrimination

During the performance of this Agreement, REJIS shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, disability, veteran status, age or sex. REJIS shall comply with this policy which must prevail throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, discipline, transfer, termination or other terms, conditions or privileges of employment. In the event of REJIS' non-compliance with the provisions of this Paragraph, REJIS will take corrective action to remedy any non-compliant area. If REJIS does not provide a remedy within ninety (90) days this Agreement may be canceled, terminated or suspended in whole or in part and REJIS may be declared ineligible for further FPD contracts/agreements. The rights and remedies of FPD provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Agreement or as provided by law.

Article XI - Assignment

Except as otherwise provided for herein, REJIS shall not, without the prior written consent of the FPD {POC For Business Owner Abbreviation}, assign, transfer or otherwise dispose of this Agreement, any claim hereunder, any interest herein or any monies due or to become due hereunder.

Article XII - Compliance with Law

This Agreement is entered into subject to compliance by REJIS with all provisions of the Constitution and laws of the State of Missouri.

Article XIII - Security

REJIS will conform to FPD Policies that are made available to REJIS and report any violations to the FPD {POC For Business Owner Abbreviation}. REJIS will proactively recommend and implement generally accepted industry security processes and practices that are consistent with the scope of services, described in the Service Exhibits, with a focus on practices that are consistent with industry best practices, including any that may be recommended by FPD's major vendors. If such recommendations or practices exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by the FPD {POC For Business Owner Abbreviation}. In the event FPD does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

REJIS shall provide timely physical and logical protection for FPD hardware, software and data, that are under REJIS control as provided for in the scope of services in the Service Exhibits, that meet or exceed FPD's requirements. Examples would include policies, practices, and procedures for handling security breaches. To the extent allowed by applicable law, REJIS shall indemnify and hold FPD (and its officers, trustees, commissioners, directors, employees and agents) harmless from and against all liability, claims, damages and expenses (including reasonable attorneys' fees) related to damages caused to FPD hardware, software and data under REJIS' control.

REJIS will cooperate with any security audits conducted by FPD or its agent. FPD will cooperate with any security audits conducted by REJIS or its agent. Each party initiating such an audit shall be responsible for its own out-of-pocket expense for conducting any such audit, except, in the event the FPD COP requests that REJIS participate in any FPD initiated audit, then REJIS shall be authorized to charge any reasonable hours expended by REJIS to FPD at REJIS' then prevailing rate plus any out-of-pocket expense, which shall be pre-approved by the FPD {POC For Business Owner Abbreviation}.

REJIS staff and contracted employees are fully fingerprint background checked and are required to undergo CJIS awareness training. REJIS staff sign a Non-Disclose Acknowledgement attesting to:

- I acknowledge that as an employee of the Regional Justice Information Service (REJIS), I have access to confidential and non-confidential records that are the property of criminal justice and other governmental agencies. I understand I may not retrieve for personal use or disseminate any information obtained through the REJIS system. I also understand that any unauthorized entry, modification, deletion, retrieval, or dissemination of such information may result in criminal and/or disciplinary action including dismissal from REJIS.
- Further, I acknowledge that I may have access to software that is the intellectual property of REJIS or others, and agree that I will not disclose or release this software to others without specific authorization from REJIS management. Disclosure in violation of this policy may result in civil penalties and disciplinary action, including dismissal.

Article XIV - Provision of Insurance

14.1 Insurance coverage for property assets. REJIS and FPD agree to provide insurance coverage (or self-insure) for damages to owned assets that are in the possession of or located at the premises of the other party. The amount of insurance coverage shall be adequate to cover the replacement of such assets. It shall be sufficient for this purpose if FPD is named as a Loss Payee for its interests on a policy held by REJIS covering loss of property. FPD will provide to REJIS a current inventory of the equipment located within the REJIS facility on an annual basis.

14.2 General Insurance Requirements. REJIS must provide satisfactory Certificates of Insurance on ISO ACORD 25 forms to FPD, indicating that REJIS has obtained and will continue to carry commercial general liability, workers compensation/employer's liability, business auto liability, cyber liability and professional liability as required and applicable to the Agreement.

REJIS shall carry and maintain for the life of the Agreement adequate insurance for bodily injury, personal injury and property damage with a company satisfactory to FPD and which is: (i) Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or (ii) Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or (iii) For workers compensation coverage only, organized pursuant to the Missouri Insurance Company Act (R.S.Mo §§ 287.900 to 287.920).

FPD and its Trustees, officers, agents and employees, shall be named as "Additional Insured(s)" for all required insurance coverage (with the exception of workers compensation coverage and professional liability) with respect to the work covered by the Agreement. The amounts of coverage required herein shall not be construed to limit the liability of REJIS under the indemnification provision of the Agreement. The limits of liability shall not be for less than the amounts listed below. The insurance carrier will be acceptable regardless of the above requirements if the insurance company furnishes a bond guarantee or policy containing a provision (commonly referred to as a "cut-thru" endorsement) giving all claimants thereunder a direct right of recovery against the company's reinsurer, provided the reinsurer meets one of the qualifications listed above.

14.3 Commercial General Liability (CGL): REJIS agrees to maintain for the duration of the Agreement commercial general liability, (CGL), and if necessary commercial general umbrella insurance with a limit of no less than \$3,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location Agreement. CGL insurance shall be written and shall cover liability arising from premises, operations, independent contractors, products - completed operations, personal injury and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. FPD shall be endorsed on the policy as additional insured.

14.4 Error and Omissions Liability: REJIS shall maintain in force for the duration of this Agreement errors and omissions and professional liability insurance appropriate to the REJIS' employees and consultants' profession(s) while providing services to FPD. Coverage as required in this Article shall apply to liability for professional error, act or omission arising out of scope of the REJIS' services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$2,000,000 per occurrence. The insurance coverage under such certificates shall be retroactive to the date of this Agreement and REJIS shall cause the same to remain in effect for period of two (2) years following the termination of this Agreement (hereinafter referred to as the Insurance Period).

14.5 Business Interruption Coverage. It is the intent of the parties that REJIS be able to provide adequate services, in accordance with the terms of this Agreement, in the event of a disaster or other occurrence, which may cause REJIS to be unable to provide services from its facilities. To this end, REJIS shall obtain sufficient insurance to ensure continuity of services from a subordinate site, that is, to cover the cost of temporary equipment and facilities that would be incurred by REJIS in the event a REJIS facility, for whatever reasons, except acts of war, acts of God, insurrection or terrorism, suffers significant property loss which renders the facility unfit for occupancy, or for any reason, other than acts of war, insurrection or terrorism, which cause an interruption in services which cannot be restored promptly. Such policy, as is obtained or held, must be approved for this purpose by the FPD {POC For Business Owner Abbreviation}.

14.6 Workers' Compensation Insurance. REJIS shall maintain in force for the duration of this Agreement workers' compensation insurance with statutory limits and a limit of \$1,000,000 for Employer Liability and to include the following:

- \$1,000,000 Each Accident
- \$1,000,000 Coverage Limit
- \$1,000,000 Disease Each Employee.

The policy shall be endorsed with ISO form WC 00 03 01 - Alternate Employer Endorsement. The Alternate Employer Endorsement shall designate FPD as "alternate employer".

14.7 Cyber Insurance. REJIS shall maintain in force for the duration of the Agreement an Internet Liability policy including without limitation, unauthorized access, unauthorized use, virus transmissions, denial of service, personal injury, liability of service provider and liability of FPD arising out of acts of REJIS with respect to design and development of the system used to operate and maintain the service with minimum limits of \$2,000,000 per occurrence.

14.8 Certificate of Insurance. REJIS will provide to FPD certificates of all such insurance at the outset of this Agreement and annually (or at the renewal or change of any policy) thereafter while this Agreement is in force.

Article XV - Severability

If for any reason one or more of the terms, covenants, conditions or provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term, covenant, condition or provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable term, covenant, condition or provision never had been included in this Agreement, provided the invalidity of such term, covenant, condition or provision does not materially prejudice either REJIS or FPD in their respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

Article XVI - Confidentiality and Privacy

REJIS will comply with FPD privacy policies, including the handling of information designated "Confidential" or "Private." REJIS acknowledges that REJIS personnel may gain access to information, disclosure of which remains restricted by law, and REJIS agrees to consider any and all information involved in performance of services under this Agreement as confidential, shall be used only for purposes of this Agreement, and no such information shall be disclosed by REJIS or its agents or personnel, except as required by law. FPD and REJIS acknowledge that the parties may discover each other's proprietary information in connection with the performance of services performed under this Agreement and FPD and REJIS agree to receive this information in confidence, to use this information only for the purposes of this Agreement,

and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party, except that REJIS and FPD may comply with requests for release of open records in conformity with the provisions of Missouri's Sunshine Law (Chapter 610 of the Missouri Revised Statutes, 2000, as amended from time to time), or other applicable law or order of a court of law with proper jurisdiction. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other party's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

Article XVII - Contractors

REJIS and/or FPD may employ independent contractors to provide information technology products and services as long as those products or services are not in conflict or in contradiction to the terms of this Agreement. REJIS, at the written request of the FPD {POC For Business Owner Abbreviation}, will cooperate with these authorized, independent contractors and provide access and use of FPD physical and logical computing and network resources and facilities that are under REJIS control as directed by the FPD {POC For Business Owner Abbreviation}. REJIS shall ensure that all subcontractors providing services under this Agreement are approved in advance by FPD (which approval will not be unreasonably withheld), that all subcontractors abide by the terms and conditions of this Agreement, and that REJIS maintains liability for the acts and omissions of such subcontractors.

Article XVIII - Business Change

In the event of a material and substantive change in REJIS' business model, FPD may initiate an immediate renegotiation or termination of this Agreement at the FPD {POC For Business Owner Abbreviation}'s discretion. Events that may constitute a substantive change would include for example:

1. Merger or acquisition.
2. Significant change in mission/charter.
3. REJIS filing for bankruptcy protection.

Article XIX - Amendment

From time-to-time FPD and REJIS may find it necessary, in the course of normal business, to modify this Agreement and/or one or more of its associated SE. Such modification when agreed to by both parties and duly authorized and signed by the FPD COP and the REJIS Executive Director shall become a part of this Agreement for the duration of the term of this Agreement.

Article XX - Warranties/Guarantees

This is a services engagement. REJIS warrants that it will perform services hereunder in good faith and in a professional manner. Unless established in SE or SLA, REJIS disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Article XXI - Force Majeure

Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

Article XXII - Required Approvals

When the consent, approval, waiver, release, or certification ("Approval") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of REJIS is required, the Approval must be from the REJIS Executive Director or his or her authorized or designated representative. Whenever the Approval of FPD is required, the Approval must be from the FPD COP or the authorized or designated representative.

Article XXIII - Miscellaneous Provisions

23.1 Exhibits and Attachments. All SE and attachments described herein are incorporated into this Agreement by this reference as if fully set out herein.

23.1.1 Additional FPD SE - As separate SE between REJIS and FPD for specific Information Technology services expire or are created, these agreements will be incorporated under this IMA as a SE to this Agreement for use of consistent Agreement terms and conditions. The new SE format will follow the sample template below set forth in section 23.1.2 to this Agreement and will identify those Articles under the Agreement that apply and incorporate those unique terms, conditions, and pricing added to the FPD Agreement.

23.1.2 Additional FPD Agreement SE Template Format - The following sample template should be used for any future "Additional FPD SE":

Service Exhibit (SE) _____

In accordance with the **FPD Intergovernmental Master Agreement** (IMA) this Service Exhibit (SE) is established to provide {Description Of Support} services for FPD activities.

Agreement Exhibit Term

SE-#-1 - Definition of Services

SE-#-2 - Scope of Services

SE-#-3 - Duties and Responsibilities

SE #-4 - Service Quantity

SE #-5 - Service Quality

SE-#-6 - Financial Terms

SE-#-7 - Scope Changes

Acknowledgement of Terms and Conditions

Attachments / SLA's - {As Required to be part of the SE}

23.2 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.

23.3 Dates and Non-business Days. Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last

day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, FPD or REJIS holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that day shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.

23.4 Other Documents. Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and shall perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

23.5 Counterparts. This Agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.

23.6 Waiver. No waiver of any breach of any term, covenant, condition, warranty, or provision herein contained shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any term, covenant, condition, warranty, or provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

23.7 No Personal Liability. No commissioner, director, executive, officer, board member, employee or other agent of FPD or REJIS shall be personally liable under or in connection with this Agreement or any future SE.

Article XXIV - Acknowledgement of Terms and Conditions

The parties hereto affirm each has full knowledge of the terms, covenants, conditions, warranties and requirements contained in this Agreement. Each party acknowledges that such party, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications, attachments or exhibits thereto.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Master Agreement (IMA) on the date first written above.

REJIS:

REJIS COMMISSION

By: _____

Sheila Pearson
Interim Executive Director

Date: _____

FPD:

Frontenac Missouri Police Department

By: _____

Colonel Mark Guttman
Chief of Police

Date: _____

Service Exhibit (SE) One - Client Computer Aided Dispatching Service

SE-1-1 Definition of Services

REJIS and FPD have entered into this agreement in which REJIS will provide the implementation, maintenance, and service for a Regional Computer Aided Dispatching (RCAD) System. This will be a regional program with other agencies participating in the procurement and operation.

It is the intent of the parties that REJIS perform services for the FPD for the implementation and maintenance of a RCAD System through Motorola Solutions.

SE-1-2 Scope of Services

In accordance with the provisions of the IMA and this SE, REJIS will provide for:

- The centralized hardware, software and physical location to operate the Motorola PremierOne solution. The solution will be housed at the REJIS Data Center, a fully redundant facility and monitored 24/7/365 for service availability.
- A redundant Disaster Recovery (DR) location with centralized hardware, software and physical location to operate the Motorola PremierOne solution. The solution will be housed at the REJIS DR location, currently Springfield MO, 24/7/365 to ensure for service availability.

SE-1-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE. FPD staff will participate in user working groups and in setting of project priorities to guide and support the RCAD System.

DELIVERABLES/CONDITIONS:

REJIS

1. Centralized hardware, software and physical location to operate the Motorola PremierOne solution. The solution will be housed at the REJIS Data Center, a fully redundant facility and monitored 24/7/365 for service availability.
2. Redundant Disaster Recovery (DR) location with centralized hardware, software and physical location to operate the Motorola PremierOne solution. The solution will be housed at the REJIS DR location, currently Springfield MO, 24/7/365 to ensure for service availability.
3. Will update and maintain services from Motorola for the software provided for the operation of Motorola PremierOne solution. REJIS will obtain maintenance and warranty services in respect to any Equipment purchased in connection with the System.
4. Monthly RCAD status reports.
5. Quarterly in person RCAD user group meetings.
6. Priority One calls for support will be accepted 24/7/365 by REJIS Operations Center (ROC) and resources assigned to support calls within one (1) hour.
7. Provide "train the trainer" support so FPD can train their staff.
8. GIS mapping support for RCAD implementation and ongoing mapping changes.
 - GIS support from August 1, 2022 - December 31, 2023 at no cost to FPD.

- GIS support beginning January 1, 2024. Estimated rate for support will not exceed \$80.00 per full CAD seat per month in 2024.

FPD:

Client Use Only

FPD may use and execute the Software only for purposes of serving the internal needs of FPD's business. Any other use of the Software is strictly prohibited. Client will not make the Software available for use by third parties on a "time-sharing", "application service provider", or "service bureau" basis or for any other similar rental or sharing agreement, except as expressly authorized in writing by REJIS.

Third Part Access and Queries

FPD may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only; and such queries may be conducted solely for FPD internal business purposes. FPD may not query the Software, or permit any third party to query the Software for a third party's business purposes.

Competitive Use

FPD may not utilize or permit a third party to access or utilize any part of the Software in any manner that competes, directly or indirectly, with any product or service of Motorola or REJIS. This includes without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Motorola or REJIS products or services, or using interfaces or other products connecting to the database of the Software in connection with a third-party's competing products.

Additional Components

Other components (hardware and/or third-party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, FPD is required to provide workstations and personal computers, network, operating system, Internet connectivity, GPS devices or other associated software, radios, and other components (e.g., cables and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system and are compatible with the RCAD Motorola PremierOne software.

Proper Environment

FPD is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate in a secure environment and according to the specifications for the equipment as specified by the manufacturer. FPD will ensure that all work sites it provides will be in compliance with all applicable industry and OSHA standards. To the extent applicable, FPD will ensure that all work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. The work site will be inspected prior to implementation to advise of any apparent deficiencies or non-conformity.

General

1. Identify request for service within the intent of this SE.
2. Provide access to FPD personnel or resources required to meet the obligations under this SE.

3. Provide responses to questions or events required to meet timetables or requirements consistent with this SE.
4. Provide for appropriate connectivity, hardware and software to support CAD setup and configurations at the FPD site(s).
5. Maintain a full department LEWeb subscription based upon REJIS guidelines for REJIS/MULES/DOR/Nlets/NCIC interface integration based for the agency.
6. Provide CAD data for use in REJIS regional services.

SE-1-4 Service Quantity

REJIS will supply FPD the following:

1. A REJIS Systems Manager primary Point of Contact (POC) for all services related to this SE.
2. Skilled REJIS staff to support tracking for support calls, training staff, and technical staff to assess calls to work to remediate issues.

DELIVERABLES:

1. CAD project and assignment reporting (REJIS responsibility)
2. Monthly checkpoint calls with REJIS POC (REJIS responsibility to coordinate calls)

SE-1-5 Service Quality

REJIS will provide staffing to perform services as identified by FPD within this SE. Work to be measured through:

1. Services identified within this SE
2. Service levels as identified with Attachment Three - Service Level Agreement (SLA) - One

SE-1-6 Financial Terms

FPD will pay for time services identified in this SE based upon the following rate schedule. FPD commits to the following NRC and ARC rate schedules to be utilized over a one (1) year term. NRC rates to be invoiced upon Contract Signature and ARC/MRC charges to be invoiced annually on the service go-live date. Payment due thirty (30) days net from invoice date. Any support hours utilized, not covered by this agreement, will be billed monthly in arrears.

NRC¹

NRC			
Category	Qty	Rate	Total
CAD Seats	0	\$ 27,393.00	\$0.00
Low Use CAD	0	\$ 2,853.00	\$0.00
Mobile Concurrent	0	\$ 2,355.00	\$0.00
Mobile	8	\$ 1,890.00	\$15,120.00
Handheld Concurrent	0	\$ 1,559.00	\$0.00
Handheld	0	\$ 1,296.00	\$0.00

¹ - NRC - Costs for initial licensing, initial central site and initial DR site costs.

ARC²

ARC								
Category	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
CAD Seats	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Low Use CAD	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile Concurrent	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mobile	8	\$ -	\$ 6,704.00	\$ 7,016.00	\$ 7,344.00	\$ 7,688.00	\$ 8,024.00	\$ 8,384.00
Handheld Concurrent	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Handheld	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

² - ARC - Costs for ongoing licensing, ongoing central site and ongoing DR site costs.

Summary of all RCAD License and Maintenance Costs	
Initial Setup Cost	\$15,120.00
Maintenance Costs	\$45,160.00
Total Cost of Ownership	\$60,280.00

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a six percent (6%) increase. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

SE-1-6-1 Place of Performance

REJIS will provide FPD services from the REJIS facilities which are their typical work location.

SE-1-7 Scope Changes

From time-to-time FPD or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges and costs.

Attachment One - REJIS Service Portfolio

REJIS can provide for additional products and services for FPD as required in the performance of the Agreement through the creation of additional SE(s) added to the IMA. A summary of several additional services REJIS can provide include:

- Data Center Colocation Services
- Data Center Disaster Recovery Services
- SolarWinds Monitoring
- Windows Server Administration
- Operations Monitoring and Support
- NetMotion & Wireless Connectivity Support
- Multi-Factor Authentication (MFA)
- Mobile Device Management - Mobile Iron
- McAfee Security Software
- KnowBe4 and Security Awareness Training
- Security Services

Attachment Two - REJIS Escalation Process

Department/Division: Frontenac Missouri Police Department - Escalation Process – Colonel Mark Guttman 314-373-6531

REJIS: REJIS Operations Center - 314-535-9497 or 888-923-7255

If Trouble CASE is Open After	Priority 1 Automatic REJIS Action	Priority 2 Automatic REJIS Action
Immediate Notification	REJIS Operations Center (ROC) escalates to the appropriate REJIS staff immediately by voice and email. Customer notified call is assigned within fifteen (15) minutes.	ROC escalates to the REJIS staff immediately by voice and email.
1 Hour	REJIS Operations Center contacts the user that initiated the CASE to establish how to be contacted and updated going forward through problem resolution.	Customer notified call is assigned.
2 Hours	If REJIS is unable to successfully analyze and troubleshoot the problem, ROC will notify next level management of status and contact user.	REJIS Technician contacts the user person initiating the CASE.
4 Hours	REJIS will contact Vendor additional Technical Support for assistance and resolution as needed.	
24 Hours	Reviewed by Systems Managers of open CASEs, priority for resolution, and resources necessary to resolve problem.	Reviewed by Systems Managers of open CASEs, priority for resolution (Note: Priority 2 is lesser priority), and resources necessary to resolve problem.
As Appropriate (based on severity of CASE and time lapse)	Escalate to the REJIS CIO, and as appropriate to the REJIS Executive Director.	Escalate to the REJIS System Manager, CIO and as appropriate, REJIS Executive Director.
Definitions		
Priority 1 CASEs: Highest priority, impacts multiple users, mission critical applications or major locations and for which there is no immediate work-around.		
Priority 2 CASEs: An outage affecting a single user, non-mission critical application or location, or there is a work-around for the problem.		

Attachment Three
Service Level Agreement (SLA) - 01
FPD

SLA #: 01
DEPARTMENT/DIVISION: FPD
DATE: 15th of March, 2023

Category Service Provided: REJIS CAD Services

Description of Service(s)	Department/Division Contact (Org/Title/Phone)	REJIS Supporting Contact (Org/Title/Phone)	Business Hours of Operation	Service Quality Measurement	Target	Problem Resolution Procedures
• Regional Computer Aided Dispatch (RCAD)	Chief of Police Colonel Mark Guttman 314-373-6531	REJIS System Manager Bryan Mueller 314-633-0295 (o) 314-267-1606 (m) REJIS CIO Eric Gorham 314-633-0252 (o) 314-267-1612 (m)	24/7/365 Note: Business Hours 7:00 am - 5:00 pm Monday-Friday Excluding REJIS and FPD holidays	Percentage of time annually that REJIS is available Hours of unplanned downtime available monthly to the FPD COP by ten (10) business days of the following month Unplanned downtime available to CIO for SLA by ten (10) business days the end of each quarter	99.95% annual availability (excluding Maintenance Window) Maintenance Window: 5:00 (5) hours per year planned for performing maintenance	<ul style="list-style-type: none"> REJIS Operations Center (ROC) will take all calls and escalate to REJIS Operations Support Staff. REJIS ROC Staff will use internal monitoring of log files to identify issues and isolate/resolve problem. Perform and communicate "event analysis" reports to CIO within one (1) week of occurrence on any unplanned outages.

Department/Division Responsibilities: Departments experiencing REJIS service problems will contact the REJIS Operations Center (ROC) at 314-535-9497 providing a name, department, phone number, and description of problem.

REJIS Responsibilities: REJIS Services will be available on a 24/7/365 basis. The annual goal is to be operated and maintained with a planned downtime not to exceed five (5) hours per year to support maintenance and configuration changes. Planned maintenance windows will be during non-business hours and not count as downtime with maintenance windows approved by FPD application owner at least one (1) week in advance. REJIS may coordinate additional windows if mutually agreeable to REJIS and FPD prior to the event occurring. Annual unplanned REJIS service down time is at 99.95% availability (4.23 hours annually). The ROC will accept all CASEs. Possible remedies include: 1) reboot of the equipment, 2) isolation of problem based on facility log file review, 3) escalation to Maintenance or Vendor based on equipment connectivity problem, 4) hardware/software repair done by REJIS. The REJIS Escalation Process is listed below for CASE resolution. ROC will advise key FPD of CASE status. REJIS will initiate and manage maintenance agreements with vendors to assure REJIS services availability. REJIS will ensure all documentation is current and accurate using SolarWinds, NetSuite, Word / PDF / Visio documentation and knowledgebase tools.