City of Dublin

Office of the City Manager
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Memo

To: Dublin City Council

From: Dana L. McDaniel, City Manager

Date: December 3, 2015

Initiated By: Doug McCollough, Chief Information Officer

Re: Resolution 88-15 – Authorizing a Master Services Agreement with Washington Township for the Purpose of Providing Certain Information Technology Services.

Summary

Washington Township Administrator Sara Ott and Fire Chief Alec O'Connell requested that the City of Dublin enter into a Master Services Agreement with Washington Township for the delivery of Information Technology services to the Township, foregoing existing service contracts and bringing the Township and the City into closer technology coordination, consistency, and quality of service.

The City can deliver telecommunications, Internet, Database, Server, and Data Storage services from its Data Center located in the Metro Data Center. The City can deliver Desktop Support Services from its dedicated Service Desk staff, currently located at the Dublin Municipal Building. Delivery of Technical Services to public entities is an appropriate use of the resources, capacity, and expertise the City has developed.

The City can most efficiently deliver these services using a Master Services Agreement with Service Attachments. It is anticipated that the Service Attachments will be adjusted, subject to Council ratification, to reflect the changing nature of the technologies and the service levels and types that will meet the needs of the Township and the abilities of the City.

Recommendation

Staff recommends approval of Resolution 88-15, authorizing the City Manager to enter into this Master Services Agreement with Washington Township.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 88-15 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASHINGTON TOWNSHIP FOR THE PURPOSE OF PROVIDING CERTAIN INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Dublin has available Information Technology resources and personnel including access to a fully functional Data Center managing the Dublink Fiber network and a fully functional Service Desk operation; and

WHEREAS, Washington Township has limited resources and no dedicated Information Technology Department and needs access to dedicated Information Technology resources to manage ongoing technology services operations within the Township; and

WHEREAS, the City of Dublin and Washington Township have expressed a mutual interest in establishing an agreement to deliver Information Technology services to the Township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring, that:

Section 1. The City Manager is hereby authorized to take any and all actions necessary to execute the Master Services Agreement, in substantially the same form as attached as Exhibit A.

Section 2. This resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

Master Services Agreement

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Agreement

This Master Services Agreement for information technology services is entered into by and between **the City of Dublin,** an Ohio city in Franklin, Delaware and Union counties, with offices at 5200 Emerald Parkway Dublin, OH 43017 ("Dublin") and Washington Township an Ohio township in Franklin, Delaware, and Union Counties, with offices at 6200 Eiterman Road, Dublin, Ohio 43016 ("Client"), as of the Effective Date of January 1, 2016 ("Effective Date"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, Dublin and Client agree that Dublin shall provide Services and Products to Client upon the following terms and conditions:

1. Services, Products and Expenses Overview

A. Service Attachments. Except for Supplemental Services, unless otherwise agreed to in writing by both parties, all Services, Products, Fees and Expenses to be delivered by Dublin to Client are limited to those described in a Service Attachment, and any amendments thereto. In the event of any conflict between the provisions of a Service Attachment and this Master Services Agreement, the specific provisions contained in the Service Attachment shall control.

B. Supplemental Services and Products. From time to time, Dublin, with Client's prior approval, may provide Client with Supplemental Services, at Dublin's then-current rates.

2. Change Requests

A. If Client desires a change in Services or Products (if applicable) delivered under a Service Attachment, Client shall deliver to Dublin a Change Request. Upon receipt of a Change Request, Dublin shall, within ten (10) business days of receipt, review and return the Change Request to Client along with a Service Attachment amendment setting forth the revised deliverables and Fees, including the cost of the change and the impact of the change upon the Services delivery schedule, if any.

B. Client shall, within five (5) business days thereafter, review Dublin's comments, and return to Dublin an original, properly executed Service Attachment amendment.

C. Upon a complete and timely acceptance by Client, Dublin shall implement the changes per the amended Service Attachment. No changes shall be effective until an amended Service Attachment is properly executed by Client and Dublin, and Client agrees to pay any Fees due as a result of the amendment. Dublin shall invoice Client for all fees that are incurred as a result of the amendment, and Client shall pay these invoices in accordance to the terms and conditions set forth in Section 9 below.

D. If Client does not timely accept the Dublin's proposed Service Attachment amendment, the Change Request shall be deemed rejected and withdrawn by Client. All then-existing Service Attachments shall remain in full force and effect until their natural expiration, or earlier termination, in accordance with their terms and the terms of this Agreement.

3. Client Responsibilities

A. Client's use of the Services shall comply with all applicable laws and regulations, the terms of this Agreement, and;

B. The following terms in this Section 3(B) shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment:

1. Client shall maintain the Equipment and Covered Devices free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment and Covered Devices while at the Client's Site.

2. As between the parties, Client is solely responsible for (a) all use (whether or not authorized) of a Service, which use shall be deemed Client's use for purposes of this Agreement; and (b) all content that is stored or transmitted via a Service. Client shall not upload, post, transmit or otherwise make available on or via a Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. Dublin may remove, or demand the removal of, content that in its judgment violates these standards. The foregoing paragraph is inapplicable to law enforcement officials performing authorized law enforcement activities.

3. Client agrees to: (a) conform its Covered Devices and Software to Washington Township's then-current Network specifications and system requirements for the Services; (b) allow Dublin, at its sole opinion and in its sole discretion, to monitor Client's traffic and content on its Network, including through the use of automatic content filters (including without limitation spam, virus and adult language sniffers and filters). Dublin shall have the right but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Services and take any action that Dublin deems appropriate to protect the Equipment, Services and its facilities. No upgrade, modification, or enhancement will be made without Client's prior written consent, which shall not be unreasonably withheld. ; (c) provide Client staff to act as Dublin's "smart hands" to perform simple On-Site tasks; and (d) participate in Dublin's annual Client Satisfaction Survey.

4. Acceptable Use Policy

A. The following terms in this Section 4 shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment.

B. The Service may be used only for lawful and appropriate purposes. Client and its Users may not transmit, retransmit, redirect, or store material in violation of federal or state laws or regulations or industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Client and its Users may not abuse or fraudulently use the Service or Equipment, nor allow such use by other parties given access to Client's equipment. The foregoing paragraph is inapplicable to law enforcement and fire officials performing authorized activities, including certain public safety functions typical of Fire and Rescue personnel, their training and normal operations. The following illustrate some, but not all, uses that are prohibited under this Acceptable Use Policy:

1. **Child Pornography:** It is illegal under federal and state child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

2. **Inappropriate Content:** Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by Dublin, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.

3. **Denial of Service:** Engaging in activity that may or will interfere with the Service of another user, host or network on the Internet. Users are also prohibited from activity considered a

precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Dublin.

4. **Distribution of Viruses:** Intentional distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by Client may be blocked by Dublin from accessing the Network.

5. **Forging Headers:** Forging or misrepresenting a message header of an electronic transmission originating or passing through Dublin's Network.

6. **E-mail Spamming [or Mail-bombing]:** The transmitting of unsolicited e-mail to multiple recipients, sending large amounts of e-mail repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Dublin servers as a mail drop or name server for SPAM. Sending unsolicited bulk e-mail from another Internet service provider's network advertising or implicating any Service hosted or provided by Dublin, including without limitation e-mail, web hosting, FTP and DNS services. The sending of e-mail with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk e-mailers on the Dublin Network - removal of complainants is required, as is the creation of a master no-send list. Bulk e-mailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk e-mailers will also be required to demonstrate a definitive prior business relationship between the sender and the recipient. Utilizing a Client affiliate program to generate leads makes Client responsible for the actions of its Affiliates. This control includes, but is not limited to, blocking Affiliate links and sending the affiliate traffic to a 404 error type page.

7. **Fraudulent Activities:** Fraudulent activities include, but are not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

8. **Unauthorized Access:** Unauthorized access includes, but is not limited to, the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Dublin Services not included in Client's contract; devising ways to circumvent security in order to access unsubscribed Services; using the Services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of Service; and/or interfering with a Service, overloading a Service or attempting to disable a host not assigned to Client.

9. **Network Sabotage:** Use of Dublin Equipment and Services in a manner that interferes with others' use of the Internet or Dublin's Network.

10. **Pyramid Schemes:** Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

11. **Unlawful Acts:** Use of Dublin Equipment and Services to violate the law or to aid any unlawful act.

12. **Non-e-mail Based Spamming:** Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the Dublin Network is prohibited.

13. **Facilitating a Violation of this AUP:** Advertising, transmitting, or otherwise making available any software, program, product, or Service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

14. **Blacklisting:** Behavior by a Client that causes or could cause blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from Dublin. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

C. **Violations and Enforcement.** At Dublin's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the Service if Client does not cease the violation. Dublin may immediately suspend or terminate Service with or without notice if Dublin reasonably determines that a violation of the AUP has occurred. Dublin will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of Service. Dublin is not liable for damages of any nature suffered by any Client, end-user, or any Third-Party resulting in whole or in part from Dublin exercising its rights under this AUP. Dublin has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the Dublin Network but, where possible and necessary, may do so at its discretion. Therefore, Dublin does not assume liability for others' violations of the AUP or failures to terminate those violations. Dublin reserves the right to assess time and materials charges to resolve Client issues that are not resolved by the Client in a timely manner.

D. Because Dublin acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)); Client is solely responsible for complying with such statutes, rules and regulations.

E. Dublin reserves the right to modify this AUP at any time without prior notification to Client. However, such amendment shall not restrict or negatively affect any law enforcement officer engaging in authorized law enforcement research or activities.

F. TO REPORT A VIOLATION OF THIS AUP OR AN ABUSE OF DUBLIN'S SERVICES, PLEASE CONTACT: The City of Dublin Information Technology Service Desk via email at helpdesk@dublin.oh.us, or by phone at (614) 410-4444.

5. Master Services Agreement Term

A. Unless terminated as described in Section 6 below, the term of this Master Services Agreement shall begin on the Effective Date and continue in full force and effect until such time as: (a) all Service Attachments between Client and Dublin have expired or been terminated; and (b) Client will not require future Services, Supplemental Services, or Products (if applicable) from Dublin.

6. Master Services Agreement Termination

A. If: (i) all Service Attachments are inactive due to expiration, or have terminated upon their terms, or have been terminated, as allowed under Section 8 below and (ii) Client will not require future Services or Products (if applicable) from Dublin, then either party may terminate this Agreement, by delivering prior written notice to the other party at least thirty (30) days prior to the desired termination date. Otherwise this Agreement shall remain in full force and effect until conditions (i) and (ii) above are met and proper notice has been given.

7. Service Attachment Term

A. Unless a Service Attachment contains a longer Term, each Service Attachment shall be effective for one (1) year from its Effective Date.

B. Unless terminated as provided in Section 8 below, each Service Agreement shall, on its anniversary, automatically renew for a successive term ("Renewal Term"); ninety (90) days prior to the Renewal Term commencing, Dublin shall provide written notification to Client of any proposed fee adjustments, and Dublin and Client then shall negotiate, in good faith, any potential changes in fees for each service provided under a Service Attachment.

8. Service Attachment Termination

A. A Service Attachment may be terminated prior to the expiration of any Term, without liability (except for Service Fees owed to Dublin as set forth in the Service Attachment through the date of termination), upon any of the following bases:

1. By the written agreement of both parties at any time;
2. For defaults other than those relating to Client's payment obligations under a Service Attachment or Section 9 herein, either party may terminate a Service Attachment upon thirty (30) days written notice of the other party's material breach of the Service Attachment, provided that such material breach is not cured within thirty (30) days following one party notifying the other party of such breach;
3. A Service Attachment shall terminate automatically within sixty (60) days after either party becomes a voluntary or involuntary debtor in any action for bankruptcy protection, reorganization, receivership, trusteeship, or liquidation; or makes an assignment of substantially all its assets for the benefit of its creditors; and/or
4. Upon a default of any of Client's payment obligations under a Service Attachment or Section 9 herein, Dublin shall have the right to immediately terminate the Service Attachment.
5. By Client, at any time for any reason, upon thirty (30) days written notice to Dublin.

B. Upon the termination or expiration of a Service Attachment: (a) Dublin's obligations thereunder shall cease; (b) Client promptly shall pay all amounts due and owing to Dublin for Services.

9. Fees and Expenses, Payment Terms and Default

A. **Fees and Expenses.**
Except for Supplemental Services, all Fees and Expenses will be stated on a Service Attachment or an amendment thereto. Fees and Expenses for Supplemental Services will be charged to Client at Dublin's then-current rates, unless otherwise mutually agreed to in writing by the parties.

B. **Invoicing.**
Dublin will invoice Client for recurring Services on the six month anniversary of the Service Agreement and every six months thereafter. The invoice will be accompanied by service reports outlined in the Service Attachments. Dublin will invoice Client for Supplemental Services immediately after delivery. Dublin will invoice Client for all other Services or Products based upon the terms set forth in the applicable Service Attachment.

C. **Payment Terms.**
Unless otherwise stated in a Service Attachment, Client shall pay by method satisfactory to Dublin all invoiced Fees and Expenses in full within sixty (60) days of the invoice date.

D. **Invoice Dispute.**
Should Client dispute in good faith any portion of an invoice, Client shall notify Dublin, in writing and prior to the due date of the invoice, of the disputed amount, the nature and basis of the dispute. Each party shall use its best efforts to resolve the dispute prior to the invoice due date..

E. **Late Payments and Default.**
If Client defaults by not timely paying a Dublin invoice, Dublin may charge Client interest at an annual rate of fifteen per cent (15%) on all past due invoice amounts; and such interest shall accrue on the unpaid balance from the day after an invoice becomes due until the invoice is fully paid.

F. **Suspension of Services.**
In the event that Client materially breaches the terms of this Agreement, Client agrees, Dublin may, in addition to any other remedies available at law or in equity, suspend delivery of Services and/or Products, in whole or in part, under this Agreement and all Service Attachments without notice to Client. Dublin's right to suspend under this Section is in addition to Dublin's right to terminate all Service Attachments and this Agreement for non-payment.

10. Taxes

A. All Fees and Expenses to be paid by Client are exclusive of any applicable sales, use, excise, or services taxes, ("Taxes") which may be assessed. Dublin will invoice Client, and Client will pay directly or reimburse Dublin for such Taxes. Dublin will remit all collected Taxes to the appropriate governmental authorities. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other all resale certificates, exemption certificates, information regarding out-of-state use of materials, services or sale, and other information reasonably requested by either party.

11. WARRANTY & WARRANTY DISCLAIMERS

A. Dublin warrants to Client that all Services and Supplemental Services provided by Dublin to Client shall be performed in a good and workmanlike manner, in accordance with accepted industry standards. Dublin also warrants to Client that Dublin and its Third-Party Service Providers, if any, shall possess valid rights in and to the use of all Intellectual Property used by Dublin in delivering Services to Client under the terms of any Service Attachment.

B. **THE SERVICES, PRODUCTS, AND RELATED EQUIPMENT USED OR PROVIDED IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE ATTACHMENT ARE NOT COVERED BY ANY OTHER DUBLIN WARRANTIES OF ANY KIND; AND DUBLIN DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NO ADVICE OR INFORMATION GIVEN BY DUBLIN, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.**

C. **CLIENT ASSUMES ALL RISK AND RESPONSIBILIT Y FOR USE OF ALL SERVICES INCLUDED THAT INVOLVE THE USE OF THE INTERNET. DUBLIN HAS NO CONTROL OVER CONTENT APPLICABLE OR ACTIONS OCCURRING THROUGH ANY SERVICE; AND DUBLIN DISCLAIMS ALL RESPONSIBILITY FOR SUCH CONTENT AND ACTIONS. DUBLIN DOES NOT WARRANT THAT ANY SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT DUBLIN'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CLIENT UNDER THIS SERVICE ATTACHMENT, AND DUBLIN DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.**

12. Limitations of Liability

A. **A. DUBLIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE ATTACHMENT, REGARDLESS OF WHETHER OR NOT DUBLIN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF DUBLIN FOR ANY AND ALL REASONS AND FOR ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL SERVICE ATTACHMENTS SHALL BE LIMITED TO THE LESSER OF: (1) THE FEES PAID TO DUBLIN UNDER THIS AGREEMENT OR THE APPLICABLE SERVICE ATTACHMENT(S) IN THE TWO (2) MONTHS PRECEDING THE DATE THAT THE CLAIM OR CAUSE OF ACTION AROSE; OR (2) DUBLIN'S LIMITS OF LIABILITY INSURANCE. IN NO EVENT SHALL DUBLIN'S AFFILIATES, CONTRACTORS OR THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY UNDER THIS AGREEMENT OR ANY SERVICE ATTACHMENT.**

13. Independent Contractor

A. Dublin and its Affiliates, contractors and sub-contractors shall perform all Services as independent contractors - and not as employees, agents or representatives of Client. Dublin shall not be entitled to any privileges or benefits that the Client may provide to its employees. Dublin may subcontract any or all of the Services hereunder; provided that the use of any such subcontractor shall not relieve Dublin of any of its obligations hereunder. Neither party nor their respective Affiliates, employees or agents shall be authorized to act or appear to act as a representative of the other party, whether in performing Services or otherwise.

14. Covenants

A. Client covenants that:

1. Client is a political subdivision organized, validly existing and in good standing under the laws of the state of Ohio.
2. At the time of execution of each Service Attachment, Client will have performed, or will perform, all necessary procedural acts, in accordance with all applicable federal and Ohio laws, in order for Client: (i) to have full power and authority to execute, deliver and perform the obligations set forth in each Service Attachment; and (ii) to consummate the transactions contemplated hereby. Each Service Attachment incorporating this Agreement will be the valid and binding obligation of Client, enforceable against Client in accordance with its terms. The person signing each Service Attachment on Client's behalf is authorized to do so and may bind the Client to all of the terms and conditions contained therein; and represents and warrants that such person acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Client.
3. Client will provide Dublin necessary interaction with its personnel, and access to appropriate documentation, records and facilities in order for Dublin to timely perform its obligations under this Agreement and all Service Attachments.

B. Dublin covenants that:

1. Dublin is a municipal corporation under the laws of the State of Ohio.
2. At the time of execution of each Service Attachment, Dublin will have performed, or will perform, all necessary procedural acts, in accordance with all applicable federal and Ohio laws, in order for Dublin: (i) to have full power and authority to execute, deliver and perform the obligations set forth in each Service Attachment; and (ii) to consummate the transactions contemplated hereby. Each Service Attachment incorporating this Agreement will be the valid and binding obligation of Dublin, enforceable against Dublin in accordance with its terms. The person signing each Service Attachment on Dublin's behalf is authorized to do so and may bind Dublin to all of the terms and conditions contained therein; and represents and warrants that such

person acting within the scope of his or her authority as an officer, director, or duly authorized employee of Dublin.

3. If Client is a governmental entity, Dublin will complete an Affidavit certifying to Client under the penalty of perjury and/or falsification that Dublin is in compliance with Section 3517.13 of the Ohio Revised Code, as amended.
4. It will perform all services, as described in service attachments, in a reasonable, good-faith, and timely manner.
5. It will complete a Client HIPAA Business Associate Agreement
6. It will allow Client, or Client's representative, to audit Dublin's system one (1) time per year in order to insure HIPAA security compliance.

15. Insurance

A. Client shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, broad form general liability insurance, with competent and qualified issuing insurance companies, with minimum limits of not less than $1,000,000 US per occurrence for personal injuries, wrongful death, survival, loss of consortium, and/or loss or damage to property. Such insurance may be provided in primary and excess, including umbrella or catastrophe, policy forms. Client shall also carry such insurance as will protect it from all claims under any Worker's Compensation laws in effect that may be applicable to it. Upon request, each party shall provide the other party with evidence of the necessary insurance policies required under this section. Neither party shall have the obligation to name the other party as an additional insured under any policy of insurance.

16. Property Rights

A. The following terms in this Section 18 shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment:

1. **Ownership.** All Dublin Property shall remain the sole and exclusive property of Dublin and/or its suppliers. Client shall acquire no interest in the Dublin Property by virtue of the payments provided for herein.
2. **Use.** If applicable, Client may use Dublin Property intended by Dublin to be provided in conjunction with its delivery of Services. Client may not reproduce, modify or distribute Dublin Property, nor use it for the benefit of any Third-Party. All rights in the Dublin Property not expressly granted to Client are reserved to Dublin. Client will not open, alter, misuse, tamper with or remove any Equipment. All Equipment shall remain as-is and where-is installed by Dublin, and Client will not remove any markings or labels from the Equipment indicating Dublin (or its Third-Party suppliers) ownership or serial numbers.
3. **License Granted.** If Software is provided to Client hereunder, Dublin grants Client a limited, non-exclusive and non-transferable license to use such Software, in object code form only, solely in conjunction with the related Services delivered by Dublin.

17. Waiver

A. A party's delay or failure to enforce any provision of this Agreement or of any Service Attachment shall not be deemed a waiver of that party's rights with respect to that provision or any other provision of this Agreement or the Service Attachment. A party's waiver of any of its rights under this Agreement or a Service Attachment is not a waiver of any of its rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

18. Force Majeure

A. Either party shall be relieved of its obligations under this Agreement and any Service Attachment to the extent that its performance is delayed or prevented by a Force Majeure event.

B. Upon the occurrence of a Force Majeure event, the party whose performance is affected shall give written notice to the other party describing the affected performance; and the parties shall confer within two (2) business days, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties, including without limitation implementing disaster recovery services. The party whose performance is affected shall use its best efforts to minimize the delay caused by the Force Majeure event and to re-commence its performance as if no Force Majeure event had occurred.

19. Notices

A. All notices and communications concerning this Agreement or any Service Attachment shall be made in writing and addressed as follows:

If to Dublin:	**If to Client:**
City Manager Dana McDaniel	Township Administrator Sara Ott
City of Dublin	Washington Township
5200 Emerald Parkway	6200 Eiterman Road
Dublin, Ohio 43017	Dublin, Ohio 43016

B. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, or by facsimile, or by electronic mail, and shall be deemed delivered when actually received by the other party. (the “Notice Date”)

C. The address to which such notices and communications are to be given may be changed by written notice given by a party to the other party pursuant to this Section.

20. Alternative Dispute Resolution Process

A. **Good Faith Negotiation.**

1. The parties agree that before resorting to any formal dispute resolution process concerning any dispute arising out of or relating to this Agreement or any Service Attachment, except in disputes relating to breaches of Sections 12 through 14 herein, inclusive, the parties’ respective executive management will first attempt to engage in good faith negotiations in an attempt to preserve their respective and mutual interests, including their continuing business and professional relationship, and resolve the dispute amicably.
2. A party shall send a Section 17 notice to the other party, describing in reasonable detail the basis of the dispute and requesting a meeting between the parties to begin negotiations.
3. Unless otherwise agreed in writing by both parties, negotiations shall begin within three (3) business days after the Notice Date; and the parties shall conclude negotiations within fourteen (14) calendar days after the Notice Date.

B. **Continued Services.**

1. Except as otherwise provided herein, Dublin shall continue to provide Services under this Agreement and any Service Attachments, and Client shall continue to make payments to Dublin, in accordance with this Agreement and any Service Attachment, during this alternative dispute resolution process. If negotiations under this Section do not resolve the dispute, the parties are free to proceed to litigation or agree in writing to submit the dispute to another alternative dispute resolution forum.

21. Limitation of Actions

A. All claims under this Agreement or any Service Attachment must be initiated not later than one year after the date of the act or omission that forms the basis of the dispute. The failure to perfect a claim within this one (1) year limitation period shall forever bar the claim and cause of action.

22. Governing Law and Jury Waiver

A. This Agreement and all Service Attachments shall be governed and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of law principles. Both parties agree to submit to the jurisdiction of the courts of the state of Ohio; and further agree that jurisdiction of any action between them shall be exclusively vested in the state courts of Ohio. Both parties further agree that the venue of any action between them shall be exclusively vested in: (i) the state courts located in Franklin County, Ohio, if the action is brought by Dublin; or (ii) the state courts located in the county where Client maintains its principal office, if the action is brought by Client. Both parties specifically waive any other choice of venue.

B. **DUBLIN AND CLIENT HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, COUNTER-CLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM BROUGHT BY EITHER DUBLIN OR CLIENT AGAINST THE OTHER PARTY.**

23. Severability

A. If a court of competent jurisdiction finds any portion of this Agreement or any Service Attachment is illegal, invalid or unenforceable, the offending portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement or any Service Attachment shall remain in full force and effect.

24. Equitable Relief

A. A party cannot reasonably or adequately be compensated in damages in an action at law for breach or threatened breach of Section 12, 13, or 14 herein; which would cause irreparable harm and significant injury and damage to the aggrieved party. Therefore, the aggrieved party shall be entitled, in addition to any other remedies it may have under this Agreement, any Service Attachment, or otherwise, as provided by applicable law, to seek and obtain immediate preliminary, interim and permanent injunctive relief, without requirement of posting any bond, or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.

25. Survival

A. The provisions of Sections 9-35, inclusive, shall survive the termination or expiration of this Agreement.

26. Assignment and Successors

A. Dublin and/or Client may not assign this Agreement, or any Service Attachment without the prior written consent of the other party. Any assignment or attempted assignment in contradiction of this Section shall be unenforceable, ineffective, and null and void.

B. Subject to the limitations on assignment, this Agreement and all Service Attachments shall become binding upon the parties, their successors and permitted assignees.

27. No Third-Party Beneficiaries

A. There are no Third-Party beneficiaries to this Agreement or any Service Attachment; and neither this Agreement nor any Service Attachment shall be construed to create any right enforceable by any Person or Entity, other than the parties hereto.

28. Definitions

A. As used in this Agreement and all Service Attachments, the following terms are defined as follows:

1. "Affiliate" shall mean an Entity or Person who, directly or indirectly, (i) controls; (ii) is controlled by; or (iii) is under common control with either Client or Dublin, as appropriate.

2. "Agreement" shall mean this Master Services Agreement or a Service Attachment, as appropriate.

3. "Application" or "Applications" shall mean Software that employs the capabilities of a Server or a PC directly to a task that a User wishes to perform.

B. As used in this Agreement and all Service Attachments for Managed Services and/or Hosted Services the following terms are defined as follows:

1. "Availability" is achieved when a Device is present and ready for use, accessible in a usable form, or capable of responding to requests or processing, excluding minor malfunctions or errors that do not preclude the material use or function of the Device.

2. "Back-Up" shall mean a Device that archives or restores Client Software and/or Data to or from another Device.

3. "Change Request" shall mean the writing prepared by Client and submitted to Dublin in which Client seeks to modify the scope of Services being provided under one or more Service Attachments.

4. "Client" shall mean the Entity identified in the opening paragraph of this Agreement, and its employees, agents, and officers.

5. "Client Site" or "Client Sites" shall mean the buildings and grounds occupied by Client.

6. "Competing Activities" shall mean:

a. As to Client and Client Affiliates; (a) being employed by; (b) acting as a representative, consultant, broker or agent for; (c) being a director, officer, or advisor to; (d) being a proprietor, principal, shareholder, creditor, investor, general partner, limited partner, member, trustee, manager or other owner of; or (e) being an officer, director, or advisor to: any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Dublin or any Dublin Affiliate; and/or

b. As to Client and Client Affiliates; assisting (financially or otherwise), controlling, managing, owning, investing, providing advisory or consulting or other services to any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Dublin or any Dublin Affiliate; and/or

c. As to Client and Client Affiliates; being interested or connected in any manner with the leadership, ownership, management, operation, promotion or control of any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Dublin or any Dublin Affiliate; and/or

d. As to Client and Client Affiliates; calling upon, soliciting, diverting, taking away, or attempting to call upon, solicit, divert, or take away any past, existing or potential clients, suppliers, vendors, manufacturers, partners, or accounts of Dublin or any Dublin Affiliates; and/or

e. As to Client and Client Affiliates; hiring, attempting to hire, contacting with, attempting to contract with or soliciting for employment or contract, any person who is an employee or independent contractor of Dublin or any Dublin Affiliate; and/or

f. As to Client and Client Affiliates; using the name or marks, or any derivation thereof, of Dublin or any Dublin Affiliate, in any proprietorship, partnership, corporation or any other business; and/or

g. As to Dublin and Dublin Affiliates; hiring, attempting to hire, contacting with, attempting to contract with or soliciting for employment or contract, any person who is an employee or independent contractor of Client or any Client Affiliate; and/or

h. As to Dublin and Dublin Affiliates; using the name or any Marks, or any derivation thereof, of Client or the Client Affiliates, in any proprietorship, partnership, corporation or any other business.

7. "Compliant" shall mean a Device or and/or Software that meets or exceeds the minimum criteria for specified by Dublin for each type of Device.

8. "Completion Notice" shall mean the notice provided by Dublin to Client indicating that Services Specified in a Service Attachment have been completed by Dublin.

9. **"**Covered**"** shall mean, with respect to a Site, User or Device, that the Site, User or Device is entitled to Services defined in a Service Attachment.

10. "Deliverable" shall mean all documentation, whether in hard copy or electronic form, such as analyses, reports, manuals, test results, or any other item other than product provided by one party to the other pursuant to the terms of a Service Attachment.

11. **"**Data" shall mean a body of facts or information, in an electronic format, and sufficient for use or storage on a Device.

12. **"**DataForce**"** shall mean the brand of Services offered by Dublin; and protected under service mark or other intellectual property laws.

13. **"**Device" or "Devices**"** shall mean any and all hardware and related firmware, including without limitation all Network Devices, Specialty Servers, Servers, PCs, Printers, and/or IP Phones.

14. **"**Effective Date**"** shall mean the January 1, 2016.

15. **"**End-of-Life**"** shall mean the last date that an Application, Device or Operating System is available for purchase from its manufacturer.

16. **"**End-of-Support**"** shall mean the last date that an Application, Device or Operating System is officially supported by its manufacturer.

17. **"**Entity**"** shall mean any general partnership, limited partnership, limited liability company, corporation, professional corporation, joint venture, trust, joint stock company, cooperative, unincorporated association, governmental entity or other political subdivision.

18. **"**EST**"** shall mean Eastern Savings Time, as adjusted by Daylight Savings Time.

19. **"**Exchange®**"** shall mean Exchange Server® Software manufactured by Microsoft®.

20. **"**Expenses" shall mean the actual cost of the expenses incurred by Dublin in delivering Services or Products to Client; including without limitation travel expenses, lodging, meals and telecommunications expenses.

21. "Fees" shall mean all fees owed by Client to Dublin as a result of delivering Services or Products to Client.

22. "Force Majeure" shall mean any condition or event caused in whole or in part by something beyond a party's reasonable control, including without limitation: acts of God, terrorism, flood, fire, explosion, earthquake, tsunami, volcanic eruption, tornado, hurricane, typhoon, other unusually severe weather conditions, acts of war, civil or military authority, government regulations, embargoes, epidemics, riots, insurrections, nuclear accidents, power blackouts, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, and acts or omissions of public telecommunications carriers.

23. "Holidays" shall mean Dublin's recognized holidays, as amended, and which as of the Effective Date include New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

24. "ICANN" shall mean the Internet Corporation for Assigned Names and Numbers.

25. "Intellectual Property" shall mean all intellectual and similar property rights including without limitation patents, patent applications, inventions, discoveries, copyrights, licenses, trademarks, trademark applications, trade secrets, service marks, service mark applications, trade dress, mask work, Confidential Information, proprietary business and technical information, know-how, software and databases and all embodiments and fixations thereof including all documentation,

registrations and franchises, logos, contracts, and all books and records describing or used in connection with any of the foregoing and all additions, improvements, and accessions to any of the foregoing.

26. "IP Phones" shall mean all Internet Protocol telephones manufactured by Cisco Systems, Inc, and used by Client.

27. "Management Services" shall mean the Services and the set of control mechanisms in place to test, control and manage configuration changes and resolve problems, with any Covered Device, in an effort to meet any applicable Service Level Thresholds.

28. "Master Services Agreement" shall mean this Agreement, containing all of the general terms and conditions of the business relationship between Dublin and Client.

29. "Milestone" shall mean a specific goal, objective, or event pertaining to Services described under the terms of a Service Attachment.

30. "Microsoft®" shall mean Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

31. "Dublin" shall mean City of Dublin, a City in Ohio; and its employees, agents, and officers.

32. "Dublin Affiliate" shall mean an Affiliate of Dublin.

33. "Network" shall mean all network infrastructure devices, including without limitation, Client's UPS units attached to Network devices, network time clocks, switches, hubs, routers, IP KVM switches, wireless access points, wireless controllers, firewalls, VPN concentrators, security appliances.

34. "On-Site" shall mean those Services that require a Dublin technician or engineer to be physically at a Client Site.

35. "Operating System" or "O/S" shall mean the source and object code software installed on a Device, which is responsible for controlling the hardware in order to allow Users and Applications to make use of the Device.

36. "PC" and "Personal Computer" shall mean a personal computer, and shall include its O/S and Applications.

37. "Person" shall mean a natural person, and not an Entity.

38. "Printer" shall mean a Device that prints documents and is attached to Client's network either via a Server or a direct Network connection.

39. "Project Plan" shall mean a plan documenting the aspects and timeline of the Services in a Service Attachment.

40. "Property" shall mean all Intellectual Property, Devices and Software belonging to Dublin or Client, as applicable.

41. **"**Remote" or "Remotely" with respect to Support or Management shall mean Services that can be performed by Dublin personnel without being physically present at a Client Site.

42. **"**Routine" shall mean ordinary and customary.

43. **"**Server" shall mean a combination unit of a Device and Software which is linked to Client's Network and which provides programs or services to Users or to other Devices. A "Specialty Server" is a Server that runs a specific Application. Each "Virtual Machine" will be counted as a Specialty Server.

44. **"**Service" or "Services" shall mean, individually and collectively, any and all services provided, or to be provided, by Dublin to Client, including without limitation all services set forth in the Service Attachments, and any Supplemental Services.

45. **"**Service Attachment" shall mean a supplemental agreement for Services and/or Products between Dublin and Client describing the Services and/or Products to be delivered, applicable Fees, Expenses and specific terms, conditions, responsibilities and delivery schedules.

46. **"**Site" shall mean a specific Client Site.

47. **"**Software" shall mean all license rights, title and interest owned by or leased to a party to this Agreement or a Service Attachment, in and to the source code, object code, and all modifications thereto, as applicable.

48. **"**SQL" shall mean the Structured Query Language database Server software manufactured by Microsoft®.

49. **"**Supplemental Services" are a type of limited Services provided by Dublin to Client on a "one-off" or emergency basis, which Services are not included within a Service Attachment.

50. **"**Term" shall mean the period of time that a Service Attachment shall remain in full force and effect.

51. **"**Third-Party" shall mean any Person or Entity other than Dublin or Client.

52. **"**Users" shall mean Client's authorized employees, agents, contractors and guests who use Client's Network or Devices and/or receive Services under a Service Attachment.

29. Amendment

A. The remainder of the terms and conditions of this Agreement, and the terms and conditions of any Service Attachments, can be modified or amended by both parties by written consent of both parties.

30. General Provisions

A. The headings of the Sections in this Agreement, and any Service Attachment, are not part of the Agreement, but are for the convenience of the parties.

B. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter as the identity of the Person(s) or Entity or Entities referred to may require, and all words shall include the singular or plural as the context or the identity of Persons or Entities may require.

C. The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all actions that may be reasonably necessary or appropriate to achieve the purposes of this Agreement and all Service Attachments.

D. This Agreement, and any Service Attachment, may be executed in counterparts; each of which shall have the same effect as original document.

E. The parties agree that they shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement and all Service Attachments.

F. This Agreement and the Service Attachments, constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements, whether oral or written. The parties agree that the terms and conditions contained herein and in the Service Attachments shall prevail over any different terms and conditions contained in any purchase order issued by Client to Dublin, and that such purchase order's varying terms shall have no force and effect.

31. Acceptance

A. Client's execution of one or more Service Attachments shall constitute acceptance of the terms of this Master Services Agreement, as amended from time to time, as if Dublin and Client had both caused this Master Services Agreement to be duly executed and delivered and enforceable as of the Effective Date of each Service Attachment.

B. In the event of any conflict between the provisions of a Service Attachment and this Master Services Agreement, the specific provisions contained in the Service Attachment shall control.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

Washington Township

_____
Sara G.Ott, Township Administrator

_____
Date

City of Dublin, Ohio

BY: _____
Doug E. McCollough, Chief Information Officer

_____
Date

BY: _____
Angel Mumma, Director of Finance

_____
Date

BY: _____
Dana L. McDaniel, City Manager

_____
Date

Approved as to Form:

_____
Stephen J. Smith, Law Director

_____
Date

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the agreement has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

_____

Joyce Robinson, Fiscal Officer

SERVICE AGREEMENT

This Service Agreement is entered into by and between the City of Dublin, an Ohio governmental entity, with offices at 5200 Emerald Parkway, Dublin, Ohio 43017 ("Dublin"), and Washington Township, an Ohio governmental entity, with offices at 6200 Eiterman Rd., Dublin, Ohio 43016 ("Client"), as of DATE (the "Effective Date"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, Dublin and Client agree as follows:

1. City of Dublin Information Technology Services Overview
    a. The terms and conditions under which The City of Dublin's Information Technology Service will be provided are set forth in this Service Attachment and in Dublin's Master Services Agreement, which may be modified from time to time, and which is incorporated here by reference. In the event of any conflict between the Master Services Agreement and this Service Attachment, the specific provisions contained in this Service Attachment shall control.
2. City of Dublin Desktop Support Services
    a. The City of Dublin will provide Client with Desktop Support Services selected by Client in Section 2. The City of Dublin shall use commercially reasonable efforts to deliver the service Monday Through Friday from 8:00 AM to 5:00 PM to Client as well as 24/7/365 On-Call Coverage using either the online method (https://cityofdublin.freshservice.com/login/normal) or phone method.
    b. Assist with Purchase Planning
        i. The City of Dublin will provide assistance with purchasing decisions in regards to PC hardware. Recommendations will be made using our supported hardware matrix.
        ii. If requested, the City will provide recommendations on software purchases for non-specialized applications (i.e. Adobe Standard, Microsoft Office, etc.).
    c. Deployment
        i. Imaging
            1. The City of Dublin will provide a hardware agnostic standard workstation image using a current version of the Microsoft desktop operating system (this will require that Washington Township provide an enterprise license key for Windows).
            2. The City of Dublin will provide up to 3 model specific images per year complete with all necessary driver software.
        ii. Software
            1. Most software will be available using Remote Desktop Connections to a server hosting the applications or will be deployed using a centrally-managed software distribution technology.

d. Printing
    i. It is recommended that Washington Township enter a managed print services agreement with the same vendor as the City of Dublin to manage and support its printer fleet.
e. Computer Repairs
    i. Hardware repairs will be coordinated with City of Dublin support staff. This would include basic internal component diagnostic repairs and coordination of repairs covered by manufacturer's warrant.
f. Troubleshooting
    i. Repair of issue will be attempted by using remote tools whenever possible. If the issue is unable to be resolved using remote means, an on-site visit will be performed.
g. Requesting Service
    i. Hours of Coverage
        1. Monday – Friday, 8 a.m. – 5 p.m.
        2. 24/7/365 On-Call Coverage using method ii below.
    ii. Methods
        1. Online - https://cityofdublin.freshservice.com/login/normal
        2. Phone – (614) 410 – 4444 iii. Email – helpdesk@dublin.oh.us
h. Active Directory Administration
    i. Management of user accounts.
        1. Create/modify user accounts.
        2. Reset passwords
    ii. Management of workstation accounts.
        1. Ensure placement of proper containers.
    iii. Group Policy
        1. Create/modify group policies.
    iv. Groups
        1. Create/modify security and distribution groups
        2. Add/remove members to groups.

3. City of Dublin Network Services
    a. Infrastructure
        i. Implementation and Monitoring
        ii. Configuration management
    b. Security
        i. Firewall monitoring
        ii. Firewall configuration
        iii. Security review and recommendations
    c. Wireless
        i. Wireless monitoring
        ii. Wireless Equipment and Configuration Management

d. Third party provided circuits
    i. Vendor coordination
e. DNS
    i. DNS management and hosting
f. Change Management
    i. Oversee and manage network and security changes
    ii. Documentation and History
g. Documentation
    i. Overview documentation for all infrastructure
    ii. Backups of configurations centrally stored and replicated

4. City of Dublin Server and Storage Management
    a. Monitoring and Reporting
        i. Monitor status of customer's servers
        ii. Monitor available disk space on all servers
        iii. Monitor SQL Health
        iv. Monitor AD health
    b. VMWare
        i. Manage and monitor Vmware components
        ii. Evaluate usage and make recommendations for changes as needed
        iii. Troubleshoot / Repair on all Vmware components as needed
    c. Active Directory
        i. Manage AD infrastructure and related components
            1. DNS
            2. GPO
            3. OU Structure
            4. AD Health
    d. SQL Server Management
        i. We will manage SQL server performance within constraints of the hardware
        ii. Monitoring of SQL environment
        iii. Recommendations of changes needed
        iv. Configuration changes as approved
5. Service Attachment Fees
    a. For the Services described in the Service Attachment, Client shall pay to the City of Dublin the following Fees for the term set forth in the Master Services Agreement:

Annual Fees		
Network Services and Server/Storage Management	$30,540.26	(25% of 1 staff)
Desktop Support Services	$69,121.35	(75% of 1 staff)
TOTAL	**$99,661.61**	

Acceptance

IN WITNESS WHEREOF, the parties, by their authorized signers, have caused this Service Attachment to be duly executed and delivered as of the date below, and enforceable as of the Effective Date.

WASHINGTON TOWNSHIP

_____

Sara G. Ott, Township Administrator

_____

Date

CITY OF DUBLIN, OHIO

_____

Dana L. McDaniel, City Manager

_____

Date

_____

Douglas E. McCollough, CIO

_____

Date