

3 **AN ORDINANCE** approving the purchase of thirty-six months of
4 Computer Services benefitting the infrastructure utilized by the City
5 of Fort Wayne and Allen County, for a total cost of \$17,622,875;
6 from and through Resultant by the City of Fort Wayne, Indiana,

7 **Whereas**, the City of Fort Wayne, City Utilities, and Allen County jointly
8 operate computer systems and networks to benefit of all City and County
9 departments;

10 **Whereas**, the City and County have jointly service providers for shared
11 computing infrastructure since 1988;

12 **Whereas**, the City of Fort Wayne, City Utilities, and Allen County wish to
13 jointly contract and share the cost of an IT services through Resultant to
14 manage the networks, applications, systems, and hardware currently running
15 in our environment.

16 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**
17 **THE CITY OF FORT WAYNE, INDIANA:**

18 **SECTION 1.** That the purchase of IT Services for the City's computing
19 infrastructure from Resultant for a total cost to the City of \$17,622,875 over thirty-six
20 months is hereby approved in all respects. That said purchase will be used to ensure the
21 proper operation of the computing infrastructure throughout the City.

22 **SECTION 2.** That the City is authorized and directed to take all action
23 necessary for the purchase of these services by and through Resultant.

24 **SECTION 3.** That this Ordinance shall be in full force and effect from and
25 after its passage and any and all necessary approval by the Mayor.

26 
27 _____
28 Council Member

29 APPROVED as to form and legality

30 

Malak Heiny, City Attorney

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
IT OUTSOURCING MASTER SERVICES AGREEMENT (MSA): AMENDMENT 1**

This AMENDMENT is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

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1 TERM

1.1 INITIAL TERM AND APPROPRIATIONS

The Term of this Agreement shall commence at 12:01 a.m., Eastern Standard Time (EST) on [JANUARY 1ST], 2024, contingent upon the fully executed (fully signed) Amendment and shall end on [DECEMBER 31ST], 2026 (the "Initial Term")(3 years), subject to appropriation by the City/County of funds for this Agreement for such period and unless terminated earlier, renewed, or otherwise extended in accordance with the Master Services Agreement.

1.2 NOTIFICATION OF EXPIRATION AND OR TERMINATION

All contract language with respect to contract expiration, termination, notification and/or communication(s) of the same still applies as written and per the active City/County MSA.

1.3 RENEWAL BY THE CITY/COUNTY

The City/County may, at its sole option and discretion, extend the Initial Term for up to two (2) additional successive years (renewal periods) of one (1) year or more by providing written notice delivered to Service Provider at least 120 days before the end of then-current Term. Pricing and terms are at the discretion of the City/County and will be negotiated between the City/County and the Service Provider, consistent with the pricing proposal provided to the City of Fort Wayne and Allen County and contained within this Amendment.

2 SLA UPDATES / AGREEMENTS (2023)

2.1 REVISED SLAs/XLAs TABLE

The following amended SLAs/XLAs serve to take precedence/replace and supersede the original SLA/XLA table contained in the City/County MSA by and between the City/County and Service Provider.

REMINDER: ALL current MSA Roles and Responsibilities (R&R) tables and Reporting Requirements for each service tower/area and contract mgmt overall not specifically detailed and described as part of this amendment are still fully in effect and required and part of the original MSA terms.

MSA: 20.9.2 SERVICE DESK:		Service Measure / Performance Target					SLAs/XLAs
Service Desk - Incident Resolution							
1	1 st Call Resolution Rate	Resolution on first call of resolvable incidents (Excluding calls to the Service Desk not related to technical issues)					90%
2	Email Response rate (beyond automated responses)	≤ 45 mins					98%
Sev Level SLAs		Respond Within	SLA	Plan Within	SLA	Resolve Within (business hours/days)	SLA
3	Severity 1—Urgent	30 minutes*	90%	2 hours*	90%	2 hours*	90%
4	Severity 2—Critical	1 hour	90%	3 hours	90%	6 hours	90%
5	Severity 3—Normal	2 hours	90%	6 hours	90%	12 hours (2 days total)	90%
6	Severity 4—Cosmetic	4 hours	90%	8 hours	90%	24 hours	90%
* SEV 1 FOOTNOTE:		When applicable and pre-approved by City/County, SLA forgiveness may be applied for "workaround" scenario.					
Service Desk - Incident Closure							
7	Root Cause Analysis (RCA)	Provide monthly RCA report for all Sev 1. Sev 2 and all Reoccurring Problem Tickets upon request.					98%
8	Reoccurring Problem	Recall (same issue/ticket reopened for same problem)					<10%
User Account Administration							
9	New User Account (up to 5 per request)	Minimum Sev Level 3 SLA applies					N/A
10	New User Account (6-20 per request)	Minimum Sev Level 4 SLA applies					N/A
11	Privilege Changes	Minimum Sev Level 2 SLA applies upon approval					N/A
12	Emergency Disable Account	Within 30 minutes of authorized request.					98%
13	Disable User Account (non-emergency)	Minimum Sev Level 3 SLA applies					N/A
Customer Satisfaction							
14	Triggered Satisfaction Survey Response	Vendor Mgmt responds to any/all dissatisfied survey response by contacting the customer within 8 business hours and conducts RCA. RCA is documented and reported monthly to C/C.					98%

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
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	MSA: 20.9.2 SERVICE DESK:	Service Measure / Performance Target	SLAs/XLAs
15	Annual Customer Satisfaction Survey - (conducted by Independent 3rd party Surveyor)	Users surveyed should be very satisfied or satisfied. Annual survey to be conducted at discretion of the City/County. SLA only applies when annual survey is conducted.	85%
	Service Desk - Response Time		
16	Speed-to-Answer	≤ 60 sec	90%
17	Call Abandonment rate	≤ 2% of calls that abandon greater than or equal to 60 seconds	90%
	Reporting Requirements		
18	SLA and ALL contractual Reporting Requirements	Measure and report ALL contractual report requirements (SLA and others) as stated within the timeframes detailed. (weekly, monthly, etc.)	98%
19	XLA: First Level Resolution	% tickets resolved by Help Desk regardless of channel / total incidents and requests resolved without escalation divided by total incident and requests resolved over a period of time.	Yr1: 45% Yr2: 55% Yr3: 65%
20	XLA: Quarterly Net Promoter Score	Index ranging from -100 to 100 that gauges the customer's overall satisfaction with a service and the customer's satisfaction to the organization delivering the service / (Number of Promoters minus Number of Detractors) divided by (Number of Respondents) times 100	80%

	MSA: 20.9.5 DESKTOP:	Service Measure / Performance Target	SLAs/XLAs
	Deployment – Desktop		
1	Urgent Request, New PC setup or reimaging single installation (High Priority)	Sev Level 1 SLA applies	N/A
2	PC setup or reimaging 1-5 PC's	Minimum Sev Level 3 SLA applies	
3	PC setup or reimaging 6+ PC's	Minimum Sev Level 4 SLA applies	
	Physical Equipment Moves		
4	Urgent Request, single move (High Priority)	Sev Level 1 SLA applies	N/A
5	PC move 1-5 PC's	Minimum Sev Level 3 SLA applies	
6	PC move 6+ PC's	Minimum Sev Level 4 SLA applies	
	Customer Satisfaction		
7	XLA: % of all end user devices that are capable of being monitored by vendor's toolset.	End user devices monitored in vendor's device management tools as a percentage of all end user devices in vendor's configuration management database	>80%
8	XLA: % of failed updates or changes.	Failed installation of approved operating system updates, security patches, group policy updates, and approved application installation and upgrades - for devices capable of being patched that are missing >2 Microsoft patches.	<10%
9	XLA: % of issues reported vs. self-healing scripts deployed.	% of issues reported that are capable of self-healing vs. self-healing issues resolved by vendor's monitoring and management toolset. Ex: Disk defragmentation, disk cleanup,	>25%

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
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		anti-virus missing, computer restart, service restart, blacklisted process, windows patches missing.	
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	MSA: 20.9.8 NETWORK & SERVER:	Service Measure / Performance "fit for use" Target	SLAs/XLAs
Network & Server			
1	LOCAL Production Applications and Databases uptime/availability	Sun-Sat, 000-2400	95%
2	Shared Storage systems	Sun-Sat, 000-2400	95%
3	QA/Test Systems and Production Servers	Sun-Sat, 000-2400	95%
4	Internet Access Availability, to devices within City/County control	Sun-Sat, 000-2400	95%
5	LAN availability to devices within City/County control	Sun-Sat, 000-2400	95%
6	Wireless Network Availability to devices within City/County control	Sun-Sat, 000-2400	95%
System/Server/Network Administration (All Platforms)			
7	Continuously monitor server and network capacity and performance and storage capacity for defined threshold alerts and anomalies. Notify City/County when alerts are triggered, or anomalies are identified on system resources.	1-hour notification to City/County of verification of event trigger or anomaly identification. NOTE: Event trigger or anomaly identification to be defined and agreed upon with City/County and Vendor.	98%
Capacity/Performance Planning:			
8	Trend Analysis and reporting across all platforms. Capacity change requests - Server & Storage	Monthly analysis reports and interim reports on rapidly developing events and trend identification for all devices capable of being monitored.	95%
9	Deploy security patches and antivirus updates necessary to protect or repair environment vulnerabilities.	Same business day as signoff subject to agreed-upon change control procedures. Minimum Sev 1 SLA applies	N/A
10	Deployment: New Server	Virtual server - 1 business day. Minimum Sev 2 SLA applies Physical server, 3 business days (upon receipt of equipment). Minimum Sev 3 SLA applies	N/A
11	Critical Restore Requests:	1 Hour to begin the restore process. 8 hours to complete the process. Minimum Sev 1 SLA applies	N/A
12	Non-Critical Restore Requests	1 day to begin from time of notification by Service Recipient. 2 days to complete. Minimum Sev 3 SLA applies	N/A
13	Backup Services: Server Backup	Tier I (Daily with logs – incremental) Tier II (Weekly without logs – incremental) Tier III (Monthly – with logs – Full) Tier IIII (Yearly - with logs - Full)	90% 95% 98% 98%

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
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MSA: 20.9.10 ASSET MANAGEMENT:		Service Measure / Performance Target	SLAs/XLAs
Asset Management			
1	Target A: Network attached - Automatic Discovered Data Fields	Includes any/all IMAC activity as well as end of life devices. Of devices capable of being automatically discovered and monitored. Includes tablets/iPads	90%
2	Target B: Network Attached - Manually Updated Data Fields	Measured daily. Reported quarterly or upon request. Includes any/all IMAC activity as well as end of life devices. Includes tablets/iPads	80%
3	Target C: Non - Network Attached - manually Updated Data Fields	Measured daily. Reported quarterly or upon request. Includes any/all IMAC activity as well as end of life devices. Includes tablets/iPads	70%
True ups & Corrections			
4	Target A: Network attached - Automatic Discovered Data Fields	SLA added to measure response to inaccurate data. Within 10 business days data will be restored to within the percentage goals. Of devices capable of being automatically discovered and monitored. Includes tablets/iPads	90%
5	Target B: Network Attached - Manually Updated Data Fields	Measured daily. Reported quarterly or upon request. Includes any/all IMAC activity as well as end of life devices. Includes tablets/iPads	80%
6	Target C: Non-Network Attached - manually Updated Data Fields	Measured daily. Reported quarterly or upon request. Includes any/all IMAC activity as well as end of life devices. Includes tablets/iPads	70%

MSA: 20.9.13 APPLICATION SERVICES:		Service Measure / Performance Target	SLAs/XLAs
1	XLA: Monthly Response Time Impact Analysis	Monthly Report on Applications experiencing response time issues and/or multiple problem tickets for escalation to projects for resolution.	95%
2	KPI: Assist 3 rd Party Support & Maintenance	Work with 3rd party vendors to provide input and guidance on support and maintenance levels where appropriate and beneficial/value add to the City/County	100% (KPI)

MSA: PROJECTS AND PORTFOLIO MGMT:		Service Measure / Performance Target	SLAs/XLAs
1	Project Scoping: Define, scope, and build the plan.	For projects requests originating from C/C IT Leadership (i.e. the Chiefs): Service provider will submit to the City/County a completed SOW, including business case for project, simple definition of success, start date, expected level of effort (hours), cost (if any), milestone completion dates, and a completion date, within TWO (2) business weeks of receipt of a City/County approved project request form (PRF). For project requests originating from C/C depts/agency's directly to Service Provider: Service Provider will be granted one (1) additional week to meet, understand, discuss needs and alternatives and properly scope project request before solutioning.	95%
2	Project Mgmt: Work the plan	Upon City/County approval, Service Provider will manage all tools, process, and people (resources) necessary to facilitate the successful completion of said project, as per the agreed upon SOW. Status reports will be provided on a weekly basis.	95%

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
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		Delays (regardless of responsible party, cause or intent): City/County will be notified within one (1) business day of delay and agreement on mitigation will be requested at next available portfolio meeting.	
3	Project Completion/Close out	<p>Upon successful project completion, Service provider will submit an agreed upon project close-out form (PCF) to the City/County for review and record.</p> <p>PCF should minimally include the following: (1) lessons learned, (2) Service Provider and C/C specific feedback, (3) Achievement/Alignment with stated project/sow goals, (4) Project acceptance/Sign Off</p>	95%

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
IT OUTSOURCING MASTER SERVICES AGREEMENT (MSA): AMENDMENT 1**

3 PROFESSIONAL FEES

This AMENDMENT is incorporated into and made a part of the Master Services Agreement (MSA) by and between the City/County and Service Provider.

All fees for the Services described within the MSA and this Amendment shall be paid in accordance with this Amendment ONE (1) as per the terms and timeline described within. The City/County shall not be required to pay Service Provider any amounts for the Services other than those set forth under this AMENDMENT and applicable MSA sections.

If a FEE dispute and/or conflict arises between the MSA and this AMENDMENT, the AMENDMENT shall take precedence with respect to fees (fees only).

Professional Fees: TOTALS		
Year ONE (Jan 1-Dec 31 / 2024)	Year TWO (Jan 1-Dec 31 / 2025)	Year THREE (Jan 1-Dec 31 / 2026)
\$9,534,221	\$9,406,910	\$9,350,327
\$360,000 <i>(Projects set aside budget)</i>	\$360,000 <i>(Projects set aside budget)</i>	\$360,000 <i>(Projects set aside budget)</i>
\$9,894,221	\$9,766,910	\$9,710,327

For reference:

2023 Current Budget	\$7,394,943 (annually)	
Delta / Addl Funding Needed	\$2,499,278 (annually)	\$208,273 (monthly)

Professional Fees: City/County ANNUAL split (Civil City, City Utilities, County) (40%, 20%, 40%)					
Year ONE		Year TWO		Year THREE	
Civil City	\$3,957,688	Civil City	\$3,906,764	Civil City	\$3,884,131
City Utilities	\$1,978,844	City Utilities	\$1,953,382	City Utilities	\$1,942,065
County	\$3,957,688	County	\$3,906,764	County	\$3,884,131
TOTAL	\$9,894,221	TOTAL	\$9,766,910	TOTAL	\$9,710,327

Professional Fees: City/County MONTHLY split (Civil City, City Utilities, County) (40%, 20%, 40%)					
Year ONE – Monthly Split		Year TWO – Monthly Split		Year THREE – Monthly Split	
Civil City	\$329,807	Civil City	\$325,564	Civil City	\$323,678
City Utilities	\$164,904	City Utilities	\$162,782	City Utilities	\$161,839
County	\$329,807	County	\$325,564	County	\$323,678
TOTAL	\$824,518	TOTAL	\$813,909	TOTAL	\$809,194

4 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT ONE (1) to the Master Services Agreement (MSA) on the dates prescribed below.

RESULTANT ("Service Provider")

By: _____ Date: _____

Printed: _____

Title: _____

AS SIGNED BY THE CITY OF FORT WAYNE, IN. ("City/County")

By: _____ Date: _____
Garry Morr, City Controller – City of Fort Wayne, IN

AS SIGNED BY THE COUNTY OF ALLEN, IN. ("City/County")

By: _____ Date: _____
F. Nelson Peters, Commissioner – County of Allen, IN

By: _____ Date: _____
Therese M Brown, Commissioner – County of Allen, IN

By: _____ Date: _____
Richard E. Beck, Commissioner – County of Allen, IN

By: _____ Date: _____
Chris Cloud, Deputy Auditor – County of Allen, IN

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:
IT OUTSOURCING MASTER SERVICES AGREEMENT (MSA): **AMENDMENT 1****

APPROVED AS TO FORM AND LEGALITY:

By: _____ Date: _____
Malak Heiny, City Attorney – City of Fort Wayne, IN

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	RFP 7205796 in 2020
Awarded To	Resultant
Amount	N/A
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	N/A
Number of Bidders	9
Required Attachments	

EXTENSIONS

Date Last Bid Out	
# Extensions Granted To Date	None

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback-- Authority)	
Sole Source/Compatibility Justification	

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Contracted Services for Computer, Networks, Applications, and Help Desk. This is shared contract with Allen County.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	Fund Dept Org Object = 0010-0002-0260-5314

Fort Wayne City Council
c/o City Clerk' Office
Fort Wayne, IN 46802

Subject: Resultant IT Contract

Members of City Council:

This ordinance is to authorize the purchase of computer services for the joint City and County computing environment. The three-year cost of these services to the Civil City and City Utilities is \$17,622,875. Allen County, Civil City, and City Utilities all join this contract and the three-year contract cost for all three entities is \$29,371,458. Resultant and its subcontractors are Indiana companies.

The City and County conducted an extensive RFP process in 2020 and this is the first extension.

This contract is a 33% increase over the previous contract. There are two primary reasons for the increase. First, though the previous vendor was paid per infrastructure item, Resultant discovered significantly higher amounts of infrastructure than reported by the previous vendor. Second, both prudent planning and cyber-insurance requirements lead us to ask for additional resources against cyber-attacks.

The new contract advances our cybersecurity posture. We are adding additional cybersecurity resources to monitor and respond to incidents raised by monitoring operations centers. We are creating formal Disaster Recovery Plans, Business Continuity Plans, and Incident Response Plans. We are implementing plans to diversify the physical locations of our computing infrastructure.

Listed below is the are the cost details for the term of IT services contract.

	Full Contract	City Share
Year 1	\$9,894,221	\$5,936,533
Year 2	\$9,766,910	\$5,860,146
Year 3	\$9,710,327	\$5,826,196
Total	\$29,371,458	\$17,622,875

If you have any questions, please contact us.

Joseph Welch
CIO
City Utilities
260-427-5561

James Haley
CIO
City of Fort Wayne
260-427-1461

Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 12, 2023

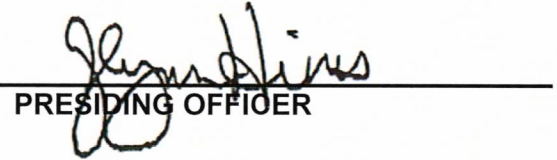

LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

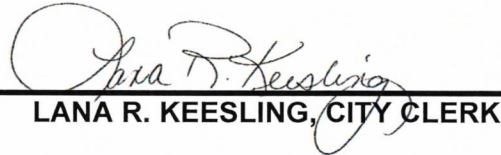
Resolution No. S-23-11-18 on the 12th day of December, 2023

ATTEST:


LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of December 2023, at the hour of 10:40 o'clock A.M. E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of December 2023, at the hour of 1:30 o'clock PM . E. S. T.


THOMAS C. HENRY, MAYOR

