

RECEIVED MAR - 1 2012

BOROUGH OF STATE COLLEGE

243 South Allen Street, State College, PA 16801- 4864

February 29, 2012

Mark A. Kunkle, Manager
Ferguson Township
3147 Research Drive
State College, PA 16801

RE: Memorandum of Understanding Agreement for Email Services

Dear Mark:

Enclosed please find a signed Memorandum of Understanding for the Borough to provide email services to Ferguson Township for a period of five (5) years.

If you have any questions, please feel free to contact me.

Sincerely,

Sharon K. Ergler
Assistant Borough Secretary

SKE/

Enclosure



BOROUGH OF STATE COLLEGE

223 South Zittel Street, State College, PA 16801-4806

MEMORANDUM OF UNDERSTANDING

between
The Borough of State College
and
The Township of Ferguson

I. Intent of Participants

The intent of this agreement is for the Borough of State College to provide email services to Ferguson Township via the Borough's private cloud. The Township, through the execution of this agreement, will be sharing the cost for extending the current email service used by the Borough. This arrangement will cost the Township less than either a local installation of Microsoft Exchange or Microsoft's cloud offering, Office 365. Further, by using the Borough's email service, the Township can gain access to shared calendaring and global contacts for themselves, CATA and the Borough.

II. Background

Per the Township's request, the Borough's Information Technology department evaluated options to move from the Windstream provided email to either a locally installed Exchange Server or to migrate email services to Microsoft's cloud service, Office365. While doing the evaluation, the IT staff was tasked to review its cost models for services it could offer RTC members. The exercise showed that the Borough could provide email to the Township for less because it would charge for only those expenses above and beyond what it would cost the Borough to manage its own email service. This includes a share to increase the spam filtering service, initial licenses, CALS, plus their associated Software Assurance. With that, the Borough offered to provide for the Township's email service.

Upon review of the evaluation, Ferguson Township would like to subscribe to the Borough's email service for a period of five (5) years.

III. Collaborative Objectives and Acknowledgments

In this agreement, the Borough will continue to own and administer the email system. This allows the Township to have free hosting and storage while only paying for yearly spam and email licenses. Two years are required to lower license costs. Based on 55 users, the Township will pay approximately \$5100 for the Years One and Two. Currently, the Township should expect to pay \$2100 each year for Years Three, Four, and Five barring any changes to the number or costs of licenses. Exact user count will determine the final number.

The Borough IT Department will purchase and manage these licenses to maintain proper tracking/auditing, billing, and keep current the installed version of the email server. Changes, upgrades, scheduled and unscheduled downtime of the email server will be communicated. The Borough will bill for these licenses as a line item in the yearly Utility Billing normally submitted October of each year.

By hosting this service, the Borough can be more responsive to email support calls and provide standard access to email, contacts, and calendar to mobile devices. Ferguson Township will not be charged for email technical support as it is covered through their participation in the RTC program. Changes in their participation will require a change to this MOU.

Mayor: Elizabeth A. Goreham

Council President:
Borough Council:

Donald M. Hahn
Thomas E. Daubert
Catherine Dauler
Peter Morris

Ronald L. Filippelli
Sarah Klinetob
James L. Rosenberger

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Fax (814) 231-3082
TDD (814) 234-7101
WEBSITE: www.statecollegepa.us

Exchange Services Agreement – Email
February 10, 2012



BOROUGH OF STATE COLLEGE

243 South Mill Street, State College, PA 16801-4806

IV. Administrative Provisions

- A. Back ups of email mailboxes are stored for 60 days and then deleted. The Borough will investigate automation that can facilitate dispositions such as deleting individual's emails left in the Sent and/or Deleted mailboxes for over a certain period. This process and time period will be communicated before implementation to assure there is no conflict with current business process.
- B. The Exchange (mail) Server is not intended to be a source for documents or communications that are deemed as Public Records. It is recommended that once officials determine that an email is considered a Public Record those emails are then printed or saved as a protected document (e.g., PDF format). These paper/electronic files are then stored with other Public Records.
- C. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of Participants.
- D. Nothing in this MOU binds the Participants to perform beyond their respective authorities.
- E. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Borough of State College, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
- F. Any information furnished between the Participants under this MOU may be subject to the Pennsylvania Right-to-Know Law. The Participants agree to consult one another prior to releasing potentially privileged or exempt documents.
- G. All press releases and public statements issued by the Participants concerning or characterizing this MOU will be jointly reviewed and agreed to by delegated staff representing each of the undersigned signatories.
- H. All Participants agree to resolve disputes expeditiously. If a dispute arises among the Participants regarding the terms or the implementation of this MOU, the following steps will be taken:

The Participant that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other Participants within 5 working days of dispute occurrence. All Participants will engage in discussions in an attempt to arrive at a consensus and resolve the dispute. If no resolution is reached within 15 working days of receipt of the statement of dispute, the dispute may be elevated in writing, along with any rationale or supporting documents to the relevant Participants' respective chief executive officer or his/her designees. The principal contacts for the parties will engage in discussions to seek consensus. If resolution is not reached by the chief executive officers within 30 working days of their receipt of the written statement of the dispute, the Participants may employ the services of a dispute resolution specialist to assist in the resolution of disputes.

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Exchange Services Agreement – Email
February 10, 2012



BOROUGH OF STATE COLLEGE

435 South Mill Street, State College, PA 16801-4806

- I. Periodic meetings of the Participants will be scheduled to review progress and identify opportunities for advancing the purposes of this MOU.
- J. A Participant may amend or modify this MOU through written agreement among all other Participants.

V. Principal Contacts

Each Participant hereby designates the following employees as the principal contacts regarding this MOU. These contacts may be changed through written notice to each Participant:

Borough of State College:
Township of Ferguson:

Angel H. Hernandez, Chief Technology Officer
Mark A. Kunkle, Ferguson Township Manager

VI. Term of the Agreement

This MOU will take effect on the date of the last approving signature specified below and expires five (5) calendar years thereafter.

Borough of State College
By: Thomas J. Fountaine, II, Borough Manager

Date

Township of Ferguson
By: Mark A. Kunkle, Township Manager

Date

Mayor: Elizabeth A. Goreham

Council President:
Borough Council:

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By: Mark A. Kunkle, Township Manager

2/22/2012

Date