

AGREEMENT
FOR THE SHARING OF INFORMATION TECHNOLOGY SUPPORT

THIS AGREEMENT made this _____ day of _____, 2022.

BETWEEN:

The Corporation of the Municipality of West Elgin

(Hereinafter referred to as "**West Elgin**")

of the First Part

AND:

The Corporation of the Municipality of Dutton Dunwich

(Hereinafter referred to as "**Dutton Dunwich**")

of the Second Part

AND:

The Corporation of the Township of Southwold

(Hereinafter referred to as "**Southwold**")

of the Third Part

AND:

The Corporation of the Township of Malahide

(Hereinafter referred to as "**Malahide**")

of the Fourth Part

WHEREAS Section 20 of the Municipal Act, S.O. 2001, c.25 provides that a municipality may enter into agreements with one or more municipalities or local boards for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality or local board in which the service or thing is provided;

AND WHEREAS the above parties, hereinafter referred to collectively as the “Partners”, wish to exercise a co-operative approach to the respective needs for Information Technology (“IT”) Support;

AND WHEREAS it is deemed expedient to share services between the Partners to ensure adequate IT Support is available to each Partners’ municipality;

NOW THEREFORE the Partners hereto mutually agree as follows:

- (1) Malahide will procure and administer the services of a 3rd-party IT Support Provider (“IT Provider”) on behalf of the Partners.
- (2) The IT Provider will provide two levels of IT support to the Partners:
 - a. “first level”: Standard “IMAC” (install, move, add and change) Services including all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.
 - b. “second level”: Advanced Network, Product and Service Support including, but not limited to: security appliances and network routing; security audits; network assessments; server maintenance; network/server software configuration and installation; and, providing expert advice, confidential or otherwise, to senior municipal staff for municipal budget and project-planning purposes.
- (3) Each Partner is expected to coordinate directly with the IT Provider to schedule the purchasing of “first level” support services (as described in (2) a. herein).
- (4) To ensure each of the Partners is provided access to an appropriate level of second level support service (as described in (2) b. herein) hours, each Partner agrees to consult with the Partners and/or the IT Provider in order to ensure the IT Provider can plan and deploy its resources accordingly.
- (5) The IT Provider will bill partnering municipalities directly each month based on actual hours used during the billing period. Invoices from the IT provider will provide details for the work performed by billable hour.

- (6) That the IT Provider can or may be able to commit to a predetermined time period, such as all-day Wednesday for 50 weeks of the year. However, all members recognize that unforeseen circumstances may require the pre-determined time to be shifted.
- (7) Those members who require the IT Provider to work beyond normal work hours of 8:00 am to 4:30 pm will be charged at the overtime hourly rate established in (5) herein.
- (8) That the IT Provider shall employ and/or secure resources so that multiple IT service professionals can be available to cover illnesses, vacations, absences, etc.
- (9) If the IT Provider gives notice to Malahide as per an executed service contract, Malahide will not be responsible to provide a replacement IT Provider to the Partners.
- (10) Each Partner will be responsible to arrange with the IT Provider, the specific work to be done. Each Partner agrees to limit the scope of the work to the general IT Support as provided in (2) herein.
- (11) It is the responsibility of each Partner to request and/or conform with the IT Provider, in writing or otherwise, a description of the work to be performed, including but limited to: what of the two levels of IT support as described in (2) herein will the work be billed; how many estimated hours the work will require; and, if the work will require overtime hours. Malahide will not intervene to resolve a work order dispute.
- (12) Any performance issues should be brought to the attention of the Manager of Legislative Services/Clerk of the Township of Malahide.
- (13) No Partner(s) will solicit or offer employment or separate contract(s) to the IT Provider, its respective employee(s) and/or sub-contractor(s), whether directly or indirectly during the term of this Agreement, except in consultation with the other Partners and all other Partners providing prior written agreement and acceptance.
- (14) Under no circumstances shall Malahide be liable to the Partners or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by IT Provider and/or its respective employee(s) and/or sub-

contractor(s), whether such liability is asserted on the basis of contract, tort or otherwise, even if Malahide has been warned of the possibility of such damages.

- (15) This agreement is for the remainder of 2022 and the year 2023. Partners must provide notice on or before October 1st, 2023 of their intent to withdraw/change this agreement for the year 2024.

IN WITNESS WHEREOF the parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Municipality of West Elgin

Duncan McPhail, Mayor

Jana Nethercott, Clerk

The Corporation of the Municipality of Dutton Dunwich

Bob Purcell, Mayor

Tara Kretschmer, Acting Clerk

The Corporation of the Township of Southwold

Grant Jones, Mayor

Jeff Carswell, CAO/Clerk

The Corporation of the Township of Malahide

Dave Mennill, Mayor

Allison Adams, Clerk