

#### Staff Report

**Report To: Council Meeting** 

From: Magda Badura, CAO/Treasurer

**Date:** 2022-08-11

**Subject: IT Support Agreement** 

### **Recommendation:**

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: IT Support Agreement; and

That Council authorize the Mayor and Clerk be authorized to execute the Agreement for Shared Information Technology Support and consider the by-law as presented in the By-law portion of the Agenda; and

That Council delegate authority to the CAO/Treasurer to work with the Township of Malahide and the other Partner Municipalities in awarding a contract to the successful bidder of the Township of Malahide Information Support Services Request for Tender.

## Purpose:

The purpose of this report is to provide information to Council and seek direction with regards to shared IT Support.

## **Background:**

The Township of Malahide's CAO issued a letter to Partner CAO's (West Elgin, Dutton Dunwich, & Southwold) advising of Malahide's desire to enter into a new agreement, it being acknowledged that the Township of Malahide currently requires less IT coverage and as such the costs would be expected to become more equitably shared amongst the Partner Municipalities. Malahide's letter was motivated by the previous "Manager of IT" resigning earlier this year.

The Partner CAOs have met and agree with this new approach and have developed a new Shared IT Service Agreement and a Request for Proposal document. In the opinion of the Partner CAOs, a 3<sup>rd</sup> party IT service provider will provide the best value and service at this time with economies of scale being realized through a group procurement process. Reports are being brought to the Partner Councils seeking direction in order to execute a new IT Service Agreement.

Under the new agreement, partnering municipalities would deal with the IT provider directly, rather than through the Township of Malahide. Further a minimum number of hours is not required to be purchased form the IT provider, instead partnering municipalities would be billed directly by the IT Provider each month based on actual hours used during the billing period. This allows partnering municipalities to better control their costs and alleviates the financial burden of pay for unused service hours.

Other clauses of note:

Clause 10: The IT Provider will have available resources so to cover illness, vacations, absences, etc. This was a weakness of the past arrangement.

Clause 13: Although Malahide is procuring and administering the 3<sup>rd</sup> party IT service, each Partner will have direct access to the service provider to conform the work/service o be performed, including but not limited to: what of the two levels of IT support will the work be billed; how many estimated hours the work will require; and if the work will require overtime hours.

Clause 17: The term of the Agreement is to be short. This is given that the County has been working towards establishing an IT department. If and when such a department is established and the partnering council's determine that the County will provide IT Services, this Agreement is structured accordingly. It will also allow the Municipality an opportunity to continue with the 3<sup>rd</sup> party IT provider, should it be determined that is the best course.

If all Partnering Councils agree and the agreement is executed, an RFP process to select a qualified provider will proceed through Malahide, however the selection committee will include representatives from all the Partnering Municipalities.

# Financial Implications:

The impact should be minimal as the Municipality will continue to pay based on use of service.