

MEMORANDUM OF UNDERSTANDING (MOU)
INFORMATION TECHNOLOGY SERVICES AGREEMENT

effective this _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE

(hereinafter called the “**County of Bruce**”)

- and –

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(hereinafter called the “**Municipality of Kincardine**”)

Introduction: This Memorandum of Understanding (MOU) is intended to outline the terms and conditions upon which IT services will be provided by County of Bruce to Municipality of Kincardine.

Duration: This MOU shall commence on January 1, 2024 and continue in perpetuity unless otherwise terminated or amended as stipulated herein.

Scope of Services: County of Bruce agrees to provide the following IT services to Municipality of Kincardine as outlined in detail within Schedule A of the IT Services Agreement – MOK (date)

Year 1 Focus: During the first year of this MOU:

1. The primary focus of IT services will be on break/fix work. Through this process, a living audit of systems and services will be generated. This audit is intended to provide Municipality of Kincardine with critical insights pertinent to budget considerations, particularly in the areas of IT security, risk mitigation, software license currency, modernization, and compliance.
2. Information Technology staff provided by Municipality of Kincardine will be under the direction and guidance of County of Bruce. While the primary responsibility of this staff will be to support Municipality of Kincardine's operations, they may also be utilized in other areas not exclusively related to Municipality of Kincardine based on County of Bruce's discretion.

Year 2 Focus: During the second year of this MOU:

- 1) The IT staff member originally from Municipality of Kincardine may transition to become an employee of County of Bruce. All relevant employment procedures, policies, and benefits of County of Bruce will apply to this staff member from the effective date of the transition.
 - a) If the IT staff member from Municipality of Kincardine transitions to become an employee of the County of Bruce the fully burdened costs of the transitioning IT staff member will be added to the agreement costs. Municipality of Kincardine agrees to compensate County of Bruce for these additional costs from the beginning of Year 2. An updated invoice reflecting this change in costs will be provided by County of Bruce.

- 2) Yearly County of Bruce will provide Municipality of Kincardine with information pertinent to budget considerations, particularly in the areas of IT security, risk mitigation, software license currency, modernization, and compliance.

Responsibilities of County of Bruce:

1. Ensure timely delivery and performance of the services contained within executed IT Services Agreement - MOK.
2. Maintain and update software and hardware necessary for the delivery of said services.
3. Provide technical support and assistance to Municipality of Kincardine on schedule and as required.
4. Quarterly reporting to the Municipality of Kincardine Director of Corporate Services in support of Council reporting requirements.

Responsibilities of Municipality of Kincardine:

1. Notify County of Bruce in a timely manner of any issues or concerns regarding the IT services.
2. Ensure timely payment for the services rendered as per the payment terms outlined.
3. Provide feedback and necessary information to County of Bruce to facilitate the services.
4. Provide electronic access to systems and services of which are to be supported by the County of Bruce. This includes passwords and usernames and system documentation.
5. Provide physical access to systems and services of which are to be supported by the County of Bruce through physical and electronic keys for building and room entry purposes at all sites where IT infrastructure is located.

Payment Terms: Municipality of Kincardine agrees to compensate County of Bruce based on the following payment terms:

1. Payment shall be made quarterly upon receipt of the invoice from County of Bruce.

Confidentiality: Both parties agree to maintain the confidentiality of any information, documents, data, or communication shared between them.

Termination: Either party may terminate this MOU with 6 months written notice. In the case of a breach of the terms outlined herein, the aggrieved party may seek immediate termination. Full details contained in section 22, 23, 24 of the IT Services Agreement – MOK.

Dispute Resolution: Any disputes arising out of this MOU shall be resolved through mediation or, if necessary, through an agreed-upon arbitration process. Full details contained in section 29 of the IT Services Agreement – MOK.

Amendment: Changes or amendments to this MOU must be mutually agreed upon and put in writing, signed by the authorized representatives of both parties. Full details contained in section 12 of the IT Services Agreement – MOK.

Contacts:

County of Bruce:

- Designated Contact: Michael Kirkpatrick
- Phone: 519 881 1291
- Email: mkirkpatrick@brucecounty.on.ca

Municipality of Kincardine:

- Designated Contact: Roxana Baumann
- Phone: 519-396-3468 x 7107
- Email: rbaumann@kincardine.ca

Acknowledgment:

By their respective signatures below, the parties agree to all terms and conditions outlined in this Memorandum of Understanding.

Corporation of the County of Bruce: _____ Date: _____

Corporation of the Municipality of Kincardine: _____ Date: _____