

**The Township of Cavan Monaghan**

**By-law No. 2022-10**

**Being a by-law to authorize the execution of the IT Managed Services Agreement, between The Corporation of the Township of Cavan Monaghan and The Corporation of the County of Peterborough.**

**Whereas** the Municipal Act, 2001, S.O., 2001, c.25, S.5, S. 8 and S. 11 authorizes Council to pass by-laws;

**Whereas** the Council of the Township of Cavan Monaghan deems it desirable to enter into an Information Technology Managed Services agreement with the County of Peterborough as a full support IT service providing IT services 24/7/365 that is responsible for the safety, security, and reliability of the Township's IT infrastructure and associated services as documented in the agreement.

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Agreement with The Corporation of the County of Peterborough.
2. That the Agreement is attached as Schedule 'A' to this By-law.

Read a first, second and third time and passed this 7<sup>th</sup> day of March, 2022.

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**Scott McFadden**  
**Mayor**

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**Cindy Page**  
**Clerk**

**Information Technology  
Managed Services Agreement**

**Between**

**The Corporation of the County of Peterborough**

**“County”**

**and**

**The Corporation of the Township of Cavan Monaghan**

**“Client”**

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## **1. Agreement Term**

- 1.1 This Agreement is between **The Corporation of the Township of Cavan Monaghan**, herein referred to as the Client, and **The Corporation of the County of Peterborough**, herein after referred to as the County.
- 1.2 The term of this Agreement (the “Term”) shall be one (1) year, from the Effective Date, January 1, 2022, to December 31, 2022; with an automatic annual renewal thereafter. Either party shall give at least 180 days written notice prior to the end of the Term of intent not to renew this Agreement, if such renewal were to be available.
- 1.3 The Agreement shall be reviewed annually in June of current term to address any necessary adjustments or modifications.
- 1.4 If either party terminates this Agreement, the County will assist the Client in the orderly termination of services, including timely transfer of the services to another designated provider.
- 1.5 If the Client terminates the contract, the transfer will be treated as project services, and a Statement of Work (SOW) will be prepared by the County and approved by the Client.

## **2. Fees and Payment Schedule**

- 2.1 In accordance with the County’s Tariff of Fees By-Law the County sets its fees to member municipalities at a level that allows it to cover its costs only.
- 2.2 Managed Services (a)
  - 2.2.1 Under this agreement it is estimated that The County will provide the Client with 24/7 IT Managed Services on an as-and-when required basis.
  - 2.2.2 The annual fee for IT Managed Services (a) is set at \$25,000 which will be billed in quarterly equal amounts to the Client.
  - 2.2.3 The actual number of hours worked by the County may vary from month to month. At the end of the calendar year, the County and Client will perform a “true-up” to compare the total paid for IT services matches to the hours actually worked. This information will form the basis of a new annual agreement, on approval of both parties.

- 2.2.4 The County will provide on-site visits to each Township location monthly, to be arranged in advance.
- 2.3 Project Services (b)
  - 2.3.1 Fees for Project Services are based on an approved Statement of Work (SOW, Appendix B) between the Client and the County which will outline the billing schedule. Project work will be billed on an 'hours worked' basis at a base rate of \$75/hour during Normal Working Hours, unless overtime is required and agreed to in the SOW in which case it will be billed at a rate of \$112.50/hr.
  - 2.3.2 A description of IT Projects is provided in Appendix E.
- 2.4 Time Tracking
  - 2.4.1 The County shall track all IT staff and contractor time by work type for billing and monitoring purposes.
  - 2.4.2 Time shall be tracked in 15-minute units.
  - 2.4.3 Time tracked shall include travel time to site, where appropriate.
- 2.5 All invoices will be subject to a late payment charge of 1.5% simple interest to be calculated upon the balance owing after 30 days.

### **3. Taxes**

- 3.1 All fees are exempt from HST

### **4. Contract Management**

- 4.1 The County's IT Manager will be the County's Contract Manager and will be responsible for the delivery of day-to-day IT services. The County's IT Manager will effectively operate as the Client's IT Manager. The County may also assign a designate(s).
- 4.2 The Client will assign a Client Contact to act as the Client Contract Manager, who will liaise with the County's IT Manager. The Client may also assign a designate(s).
- 4.3 The Client may be required to amend its purchasing bylaw to include the County as an exempted professional services provider.

### **5. Services**

- 5.1 The County provides a full support IT service that provides IT services 24/7/365. The County is responsible for the safety, security, and reliability

of the Client's IT infrastructure, that meets the standards outlined below, and associated services as documented in this agreement.

- 5.2 As documented in Section 7, if third-party charges are required in order to resolve any issues, these will be passed on to the Client after first receiving authorization from the Client Contact or designate authorization to incur them.
- 5.3 **Hardware/Software/System Support:** The County will provide support for all hardware, software and systems specified in Appendix A, granted that they are covered under a currently active Vendor Support Contract or Warranty; and that all Software is Genuine, currently and validly Licensed and Vendor-supported and maintained. Should any hardware, software or systems not meet these criteria the Client will be given specific details and timing to purchase replacements or fulfill the specified criteria. If timing is not met, the specified hardware, software and systems will be excluded from this Service Agreement.
- 5.4 **Virus Recovery for Current, Licensed Antivirus Protected Systems:** Attempted recovery performed by the County from damages caused by virus infection, which have not been detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution. If Antivirus is provided by a third party this will be in co-operation with the third party and may incur additional costs to the Client.
- 5.5 **Monitoring Services:** The County will provide ongoing monitoring and security services for all critical devices which are indicated in Appendix A granted that the technology has the ability and County IT has access. The County will document critical alerts, scans and event resolutions to the Client through the Helpdesk.
- Should a problem be discovered during monitoring, the County shall make every attempt to rectify the condition in a timely manner through remote means.
- 5.6 **Application Support Services:** The County will assist the Client in setting up and ensuring that business applications are operable and functioning as necessary. In many cases this will require working with the Client and a third-party software provider to resolve issues.

Assisting third-party vendors in the support of systems, and, under their direction, the deployment of patches and updates is considered part of this agreement. The client will need to administer and maintain appropriate software licensing and support contracts with the vendors of applications.

Projects to implement enhancements, new components, add-ons or new modules to software systems, a major upgrade or a replacement of a business system will be considered a project, and would be handled under the arrangements outlined in Appendix B.

## **6. Minimum Standards Required for Services**

- 6.1 In order for Client's existing environment to qualify for the County's Managed Services, the following requirements must be met:
- a) All Servers with Microsoft Windows Operating Systems must be running a currently supported version of Microsoft Server and not listed as End of Life or must have Extended Support. All Microsoft Servers must have all the latest Microsoft Service Packs and Security and Critical Updates installed.
  - b) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a currently supported version of Microsoft Enterprise or Pro (not Home) and not listed as End of Life or must have Extended Support. All Microsoft Windows devices must have all the latest Microsoft Service Packs and Critical Updates installed.
  - c) All Desktop PC's, Notebooks/Laptops and Servers must be covered by a hardware warranty.
  - d) All Server and Desktop Software must be Genuine, Licensed and Vendor Supported.
  - e) The environment must have a currently licensed, up-to-date and Vendor Supported Server based End Point (Antivirus) Solution protecting all Servers, Desktops, Notebooks/Laptops, mobile devices and Email.
  - f) The environment must have a currently licensed, Vendor Supported Server based Backup and Restore Solution that can be monitored and send notifications on job failures and successes.
  - g) All supported devices must have the County's IT systems management client installed to allow for remote administration.
  - h) The environment must have a currently licensed, Vendor Supported Hardware Firewall between the Internal Network and the Internet or Managed Service through an ISP and all network switches, routers and WiFi hardware must have management capabilities.
  - i) There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.

- 6.2 County IT will conduct an IT assessment and continually maintain changes to ensure minimum standards are met. Key issues and risks are documented in Appendix D. Where minimum standards are not met, Client must sign off on the assumption of liability and risk associated with declining documented IT recommendations.

Note that costs required to bring Client's environment up to these Minimum Standards are the responsibility of the client.

## **7. Exclusions**

- 7.1 Service rendered under this Agreement does not include:
- a) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
  - b) The cost of any parts, equipment, or shipping charges of any kind.
  - c) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
  - d) The cost of any Third-Party Vendor or Manufacturer Support for hardware and software migrations.
  - e) The cost of any Third-Party Vendor or Manufacturer Support or Incident Fees of any kind.
  - f) The cost to bring Client's environment up to minimum standards required for Services.
  - g) The cost of Client staff time to assist in the delivery of Services.
  - h) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
  - i) Service and repair made necessary by the alteration or modification of equipment other than that authorized by the County, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than the County.
  - j) Project Services, work outside the scope of core tasks as documented in Appendix A, will be handled according to the approach outlined in Appendix B

## **8. Coverage**

- 8.1 Remote Helpdesk support and management of Client's IT networks and systems will be provided to the Client by the County through remote means during Normal Working Hours.
- 8.2 After hours support shall be requested through the After-Hours Support Line at (705) 775-7117. (See 8.5 below.)

### 8.3 Support and Escalation

Any client staff member or designate may raise a Helpdesk Request with the Helpdesk.

The Client will provide a list of Client staff that are authorized to request IT services outside of Normal Working Hours.

Any requests that have cost or security implications will be reviewed with the Client Contact before being enacted.

Helpdesk Requests are via email to the Help Desk or by phone. Each request will be assigned a Helpdesk Request Number for tracking purposes.

The County will respond to Client's Helpdesk Requests according to the targets set out in Section 9, and under the provisions of Appendix A. Out of normal hours or on holidays, the County will respond with best efforts.

The escalation process, where the Client is dissatisfied with the resolution or speed thereof, is detailed in Section 12.

### 8.4 Onsite Services

In some cases, it will not be possible to resolve issues and problems remotely. In such cases an onsite visit by a County IT staff will be required. Refer to Section 9 for Service Level Agreements (SLAs) for response and resolution times.

### 8.5 Service outside Normal Working Hours

IT support performed outside of Normal Working Hours, shall incur additional overtime charges at a rate of \$112.50/hr at a minimum of 1-hour for first hour with 15-minute pro-rated increments for additional time, subject to the agreement of the Client Contact or other authorized personnel and County IT Manager.

The procedure for contacting County IT outside of normal hours will be as follows:

- Calling the After-Hours Support Line at (705) 775-7117

## 9. Response and Resolution

9.1 The following table identifies the targets of response and resolution times for each impact level. The client will identify the impact level. If an

alteration to the impact level is required, it will be done with agreement between the County IT Manager (or delegate) and the Client contact (or delegate).

<b>Issue</b>	<b>Impact Code</b>	<b>Target Response<sup>1</sup> Time</b>	<b>Target Resolution Time<sup>2</sup></b>	<b>Escalation threshold</b>
Service not available (all users and business critical functions unavailable)	A	Within 30 minutes	98% within 4 hours	4 hours
Significant degradation of service (large number of users or business critical functions affected)	B	Within 1 hour	98% within 7 hours	1 working day
Limited degradation of service (limited number of users (less than 3) or functions affected, business can continue)	C	Within 4 hours	95% within 2 days	2 working days
Small service degradation (business process can continue, one user affected)	D	Within 1 working day	95% within 5 working days	5 working days
Work order / new request (e.g. new PC, new network connection, moves, adds and changes, new system function)	E	Within 1 working day	95% within agreed completion date	5 working days

<sup>1</sup> Response = acknowledgement of request (assignment of ticket ID) and contact with client by helpdesk staff with an update on work in hand)

<sup>2</sup> Resolution = problem has been fixed, or workaround established that restores required services and functionality

## **10. Authentication and Authorization**

- 10.1 Where helpdesk requests are made to add new users, to change or grant new access permissions, Client approval will be required to ensure that the Client authorizes access to services, files and folders.
- 10.2. The County will provide a standard form to ensure that these types of requests are appropriately authorized and that requests can be audited.

## **11. Helpdesk Activity**

- 11.1 Activities are used to track work that is not a break-fix type of request but is covered by the Managed Services agreement (Section 2.2).
- 11.2 Activities typically require discussion and negotiation with the client about what is required to determine the most appropriate solution. Activities may involve hardware, software and third-party costs being charged to the client.
- 11.3 When Activities are requested, County IT will agree on an estimated completion date with the Client. This information will be added to the ticket in the helpdesk system.
- 11.4 Where costs will be incurred to complete an Activity, for a new PC purchase, for example, this will be reviewed with the Client Contact before any purchases are made.
- 11.5 Note that in some cases Activities may be out of scope of this agreement, considered a Project per the terms of Section 2.3. In such cases, the Client will require project services to cover the requirement. In cases where it is not clear whether a project is in or out of scope, County IT staff will refer to the County IT Manager to resolve with the Client Contact.

## **12. Service Request Escalation process**

- 12.1 Where a request is not resolved within the escalation threshold, the helpdesk system will automatically flag the IT Manager, who will contact the Client Contact to determine a suitable approach to resolving the problem. This may involve a work-around until a more complete solution can be found.
- 12.2 The Client Contact may also contact the IT Manager directly to escalate concerns and to discuss progress.

### **13. Poor Performance / Dispute Resolution**

- 13.1 The Client and County agrees that in the event that provision of services is interrupted by reason of an Excusable Delay, that such delays shall not constitute poor performance.
- 13.2 Should the performance of the County not meet the Client's satisfaction, the Client Contact should first discuss the problem with the County IT Manager.
- 13.3 If performance is not satisfactorily resolved, the Client Contact may escalate the concerns to the Client's CAO. The Client CAO shall then discuss the complaint directly with the Director, Corporate Services, who will work with the County IT Manager and Client to resolve the issue satisfactorily.

### **14. Ongoing Service Management**

- 14.1 The Director, Corporate Services & County IT Manager will meet (virtually or in person) with the Client Contact on a quarterly basis to review service levels, work completed, work planned, issues, and to identify new initiatives and projects.
- 14.2 For annual budget planning the County Director, Corporate Services & IT Manager will work with the Client's Management Team as required.

### **15. Annual Review**

- 15.1 The CAO of the Client and the CAO of the County and/or the Director, Corporate Services & County IT Manager and the Client Contact should meet annually in June to review the (i) most recent quarterly update, (ii) results from an annual Customer Service Satisfaction Survey completed in advance of the Annual Review, (iii) overall performance of the County services and (iv) to discuss any amendments to this Agreement. See Section 9 for Service Levels that will support the annual review process.
- 15.2 At this time, Appendix A may be amended to reflect changes in service provision.

### **16. Assignability**

- 16.1 From time to time the County may be required to engage the services of contractors for work performed as part of this agreement. In such cases, the County warrants the work and will be responsible for ensuring that contractors abide by the rules governing this agreement.

## **17. Confidentiality & Privacy**

- 17.1 The County shall operate in accordance with all applicable privacy legislation and will maintain appropriate security procedures to protect personal and other Confidential Information provided by the Client to the County.
- 17.2 The County will comply with the Client's direction in updating or destroying personal information provided by the Client to the County.
- 17.3 Each party shall keep confidential all Confidential Information and documentation relating to the other party. Each party shall not disclose or divulge information to any third party without prior written consent of the other party, unless otherwise required by law
- 17.4 The County will only use the Confidential Information of the Client for the purposes of discharging its responsibilities under this Agreement. The County will divulge such Confidential Information only to the necessary employees, agents, and contractors on a strict need to know basis in connection with such purposes.
- 17.5 The County will take appropriate action to ensure that all persons who are given access to any Confidential Information are bound by the obligations of this Agreement.
- 17.6 The Client agrees that, if the Client inadvertently receives from the County any data relating to another customer of the County or the County itself, in any form, the Client shall immediately advise the County, and shall make no use of the data for its own benefit. The County agrees that, if the County inadvertently receives from the Client any data relating to another contact of the Client or the Client itself, in any form, the County shall immediately advise the Client, and shall make no use of the data for its own benefit.
- 17.7 The County and the Client shall keep confidential any personal information that either party may be privy to as a part of delivering or receiving the services outlined in this agreement.
- 17.8 The terms of this Section shall survive termination of this Agreement.

## **18. Liability**

- 18.1 The County's entire liability for all claims in the aggregate arising from our performance of this Agreement or your use of the Services we provide will not exceed the amount of any actual direct damages up to the amounts

paid for any such Services that are the subject of the claim, regardless of the basis of the claim. This limit applies collectively to the County, its subsidiaries, and contractors.

- 18.2 In no event shall the County be held liable for indirect, special, incidental, exemplary, or economic consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, goodwill, loss of use of equipment, lost data, costs of substitute equipment, anticipated savings incurred in connection with the Services of the Agreement, or other costs.

## **19. General**

- 19.1 **Paramountcy.** In the event of any conflict or inconsistency between the terms of this Agreement or any SOW, unless otherwise provided in the SOW expressly stating that it is intended to amend this Agreement by cross referencing the applicable section of the Agreement to be overridden, such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement and (ii) the SOW.
- 19.2 **Entire Agreement.** This Agreement, together with all Appendices attached hereto and any agreements and other documents to be delivered pursuant to this Agreement, constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Agreement may be amended only in a writing that refers to this Agreement and is signed by both parties.
- 19.3 **Invalidity.** If any provision contained in this Agreement and/or any SOW is inconsistent or in conflict with any applicable laws, the County may require, upon notice to the Client, that the provision be amended to the extent necessary to resolve such inconsistency or conflict, and such amendment shall be made pursuant to the Change Order Process (provided that the parties shall expedite that process to the extent reasonably possible). Notwithstanding the foregoing, if any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.
- 19.4 **Assignment.** Neither party may assign this Agreement or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably

withheld. Notwithstanding the foregoing, the County may assign this Agreement in the event of a corporate reorganization of the County or in connection with the sale or transfer of all or substantially all of the County's assets (and to the recipient of such assets).

- 19.5 **Binding on Successors.** This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 19.6 **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right to thereafter enforce those rights. No waiver or consent by any party shall constitute a waiver or consent of a subsequent breach of the same provision of this Agreement.

**20. Agreement Authorization**

**In witness whereof** the parties hereto have executed this Agreement on the dates herein written below.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**The Corporation of the Township of Cavan Monaghan (Client)**

Per: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Mayor, Scott McFadden)

Per: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Clerk, Cindy Page)

I/we have the authority to bind the Corporation

Dated at Peterborough, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**The Corporation of the County of Peterborough (County)**

\_\_\_\_\_  
Director, Corporate Services  
Lynn Fawn

## 21. Definition of Terms

- Anti Virus:** Means anti-virus software, which is software used to prevent, detect and remove malware (of all descriptions), such as: computer viruses, malicious BHOs, hijackers, ransomware, key loggers, backdoors, rootkits, Trojan horses, worms, malicious LSPs, dialers, fraud tools, adware and spyware.
- Confidential Information:** Means all confidential or proprietary data and information in any form disclosed by either party to the other whether before or after the Effective Date and includes, but is not limited to, secrets, trade events, ideas, trade processes, systems, plans, product information, customer information, business and financial information, all data and information concerning either party's software programs and services including the source code, specifications, computer codes, documentation, or any part or component thereof, and any and all proprietary information and information received from third parties to whom a duty of confidence is owed. Confidential Information does not include information that: (i) is in the public domain, or that falls into the public domain other than by disclosure or other acts of the persons to whom the Confidential Information was given in confidence or through the fault of the same persons; (ii) is already in the rightful possession of the receiving party prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is rightfully obtained by the receiving party from a third party.
- Contract Manager:** Means that the County and the Client will appoint a Contract Manager to act as the liaison between the County and the Client.
- CPI:** Means the Consumer Price Index, as published by Statistics Canada

Device:	Means a user based computing device, including tablet, smartphone, laptop
Excusable Delay:	Means the inability to provide Services under this agreement by reason of fire, earthquake, explosion, flood, other natural disaster or act of God, customer actions, government entities, war, riot, telecommunications or power interruption, unavailability or failure of third-party services that could not be foreseen, or any other cause beyond the reasonable control of the County.
Normal Working Hours	Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding statutory or public holidays when the County administrative offices are closed.
PC:	Means a personal computer (desktop computer, laptop, notebook)
RDP:	Means Remote Desktop Protocol (RDP) which is a protocol that provides a user with a graphical interface to another computer over a network connection.
Services	Include, but are not limited to, application services, support services, strategy, and planning services.
SOW:	Means Statement of Work (SOW), which is a document that describes project work to be undertaken, including scope and a quotation of costs to complete the work. The SOW must be agreed and authorized by both parties before work can begin.
User:	Means an end user of computing resources and/or IT support – typically represented by a login, an email address / account.
VPN	Means a Virtual Private Network (VPN), which extends a private network and the resources contained in the network across public networks like the Internet. It enables a host computer to send and receive data across shared or public networks as if it were a private network with all the functionality,

security and management policies of the private network.



## Appendix A: Services

### 1. In Scope Services

- 1.1 The following table documents the services covered in this agreement, and in some cases (items highlighted) identify services explicitly not included in the scope of the agreement.
- 1.2 This Appendix may be amended separately from this overall agreement with the approval of the Client and County.

Description	Frequency	Included
<b>General</b>		
IT helpdesk service (requests submitted via email or phone). Requests will be tracked and monitored in the helpdesk system.	Ongoing	Yes
Document software and hardware changes	As performed	Yes
Inventory tracking and maintenance	Ongoing	Yes
<b>Servers</b>		
Assist with specification and procurement of servers and other hardware	As needed	Yes
Manage servers	Ongoing	Yes
Server replacements or operating system upgrades (migration of applications in cooperation with vendor)	Ongoing	Yes
Check print queues	Ongoing	Yes
Monitor services	Ongoing	Yes
Keep service packs, patches, and hotfixes current	Monthly	Yes
Check event logs, and identify issues	Ongoing	Yes
Exchange server user / mailbox management	Ongoing	Yes

<b>Description</b>	<b>Frequency</b>	<b>Included</b>
Monitor and manage Active Directory	Ongoing	Yes
Monitor WINS replication	Ongoing	Yes
SQL server management	Ongoing	Yes
Reboot servers	Ongoing	Yes
Scheduled maintenance (required approval if outside normal hours)	Ongoing	Yes
Install supported software upgrades	Ongoing	Yes
Determine logical directory structure, implement, map and detail	Ongoing	Yes
Set up and maintain groups	Ongoing	Yes
Administer backup system (if not third party)	Ongoing	Yes
Check status of backups (if not third party)	Daily	Yes
Test backups (if not third party)	Monthly	Yes
Identify dangerous conditions, and recommend solutions - e.g. - Memory running low - Hard drive showing signs of failure	Ongoing	Yes
Educate and correct user errors (deleted files)	Ongoing	Yes
Conduct general server housekeeping tasks	Ongoing	Yes
<b>Devices</b>		
Specification and assist procurement of devices and other hardware	As needed	Yes
Manage desktops and laptops	Ongoing	Yes
Manage network and multi-function printers	Ongoing	Yes
Manage desktop printers	Ongoing	Yes

Description	Frequency	Included
Manage smart phone devices	Ongoing	Yes
Manage cell phones	Ongoing	Yes
PC Refresh	As Required	Yes
Phone handsets (In partnership with vendor supplier)	As Required	Yes
Audio / Visual (In partnership with vendor supplier)	As Required	Yes
New PC installations/replacements, if purchased or specified in accordance with this Agreement.	As Required	Yes
Large PC moves (> 5 PC's)	As Required	Yes
Consumables (print cartridges, etc.)		No
SCADA		No
Building Automation Systems		No
<b>Network</b>		
Specification and assist procurement of network devices and software	As needed	Yes
Network configuration and administration (if not third party)	Ongoing	Yes
Performance monitoring / capacity planning	Ongoing	Yes
Check router logs (if available)	Monthly	Yes
Monitor DSU/TSU, switches, hubs and internet connectivity – ensuring availability (In partnership with vendor supplier)	Ongoing	Yes
Maintain office connectivity to the Internet (In partnership with vendor supplier)	Ongoing	Yes

Description	Frequency	Included
Phone services (extensions, connections, long distance) (In partnership with vendor supplier)	As Required	Yes
Network drops and cabling (coordinated by County IT, contracted out)	As Required	Yes
<b>Security</b>		
Specification and assist with procurement of technology related security for hardware and software	As Required	Yes
Maintain PC O/S versions up to date, and patched	Ongoing	Yes
Manage firewall and remote access rules in cooperation with vendor	Ongoing	Yes
Monitor firewall logs (if implemented)	Daily	Yes
Manage antivirus solution (if part of County solution)	Ongoing	Yes
Confirm that antivirus definition and antispyware updates have occurred (if part of County solution)	Daily	Yes
Create new directories, shared and security groups, new accounts, disable / delete old accounts, manage account policies	Ongoing	Yes
Permissions and file system management	Ongoing	Yes
Set up new users including login restrictions, passwords, security, applications	Ongoing	Yes
Set up and change security for users and applications	Ongoing	Yes

<b>Description</b>	<b>Frequency</b>	<b>Included</b>
Monitor for security breaches and unusual activity among users (if technology is in place to do so)	Ongoing	Yes
<b>Applications</b>		
Provide Exchange services (email, calendaring, messaging)	Ongoing	Yes
Ensure backup, antivirus applications are installed and functioning correctly	Ongoing	Yes
Ensure productivity applications (e.g. Office, Adobe) are functioning appropriately	Ongoing	Yes
Maintain and upgrade Microsoft Office and other productivity solutions	Ongoing	Yes
Liaison with third-party vendors for the installation and support of business specific systems as required by the Client (e.g. GIS, Finance, Tax)	Ongoing	Yes
Liaison with third-party vendors for the resolution of application problems and issues	Ongoing	Yes
Liaison with third-party vendors for the planning and implementation of system updates, upgrades and enhancements	Ongoing	Yes

<b>Training</b>		
Identify training needs and opportunities	Ongoing	Yes
Advice on training options	Ongoing	Yes
<b>Strategy &amp; Planning</b>		
IT Strategic planning	Ongoing	Yes

Work with Client staff and management to identify and plan required systems upgrades and enhancements	Ongoing	Yes
Work with Client staff and management to identify and evaluate new technology opportunities	Ongoing	Yes
Advice upon annual technology budget requirements	Ongoing	Yes
Advice on business solution procurement	Ongoing	Yes
Project estimation, SOW development	Ongoing	Yes

## Appendix B: Project Services

- 2.1 At the discretion of the IT Manager, work that falls outside the scope of Appendix A will be considered 'Project Services'. A description of IT Projects can be found in Appendix D.
- 2.2 The Client may request Project Services from the County to support technology initiatives and to assist with the implementation of new projects. They shall do this by initially contacting the County IT Manager.
- 2.3 The County will work with the Client to develop a Statement of Work (SOW that shall document the scope of work, project approach and provide estimates for time and costs required to complete the work.
- 2.4 The following template will be used for SOW's:

Section	Content
Client Project Owner	Client's Project Sponsor / Leader
Title	Project title
Background	Outline about the initiative, what problems its solving, key goals and objectives
Scope of Work	Describe the scope of the project, what the project will implement. Specifics about what is NOT in scope tend to be useful.
Tasks	Outline the key tasks, clearly articulate who's accountable for each task
Schedule / Milestones	Outline the project schedule, document the key milestones, and when they will be achieved
Deliverables	Document the key project deliverables
Timeframe	Document the implementation timeframe, with clearly defined target date
Location of Work	Document where the work will be completed (e.g. onsite, remotely)

Section	Content
Project Controls	Document how project decision making will be handled (e.g. scope changes, etc.)
Acceptance Criteria	Document how the Client will review and sign off on the completed project.
Estimated Costs	Document estimated costs
Approval	Sign off from both parties to agreed SOW

- 2.5 The development of the SOW will not be chargeable to the Client.
- 2.6 Subject to appropriate approvals from the Client Contact the County IT Manager project shall then schedule the project.
- 2.7 The Client shall provide at least 2 weeks' notice, to allow for the necessary scheduling of Project Services.
- 2.8 The IT Manager and the Client's Project Sponsor / Leader are responsible for monitoring project progress. Standard project controls, such as change request tracking and approval, will be put in place to handle adjustments to costs, timelines and project scope.

## Appendix C: Performance Monitoring

### 1. Metrics and Indicators

1.1. The following methods and indicators will be used to monitor and track performance levels of the IT Managed Service by both the County and the Client. The County will report all results monthly with a comparison against the previous 12-month period (where available).

A. County IT staff will record all time allocated to Client activities. This time tracking will be broken down into work types. Specifically broken out categories will include:

- a. IT Helpdesk Support (linked to Ticket #)
- b. IT Projects (linked to Ticket #)
- c. IT Regular Maintenance / Administration
- d. IT Advisory / Consulting
- e. IT Service Management
- f. Project services (broken down by staff / project)
- g. IT staff time outside normal hours

B. It is assumed that IT services will be available 100% of Normal Working Hours. Updates and maintenance will occur outside of normal hours, however, planned downtime during normal hours may be arranged with agreement with the Client. The County will track when services are unavailable, where the 100% service level is not met. 'Unavailable,' in this context, means that all users cannot use the service. The following services are included:

- a. Email
- b. Internet Access
- c. Website
- d. Internal Network
- e. Telephone Systems
- f. Finance System
- g. Payroll System
- h. Tax System

The County will record this information for each individual service and calculate an average for all services. The following equation will be used:

$$\frac{(\text{normal work time in minutes} - \text{unplanned downtime in minutes}) \times 100}{\text{normal work time in minutes}}$$

- C. The County's helpdesk will record information about all customer service requests, including when a request was received and a classification of the type of request it was. This will enable the following metrics to be monitored and reported to Client:
- a. Total # of requests
  - b. % of responses within target
  - c. % of resolutions within target (based on Impact Code)
  - d. % of requests not resolved within target
  - e. % of requests that required escalation
  - f. % of requests over 1, 3, 5, 10, 30 days old
  - g. % of incidents recorded outside of normal business hours
  - h. Distribution of incident types
  - i. Top 20 request types – will reveal potential targets for improvements (e.g. training, new processes, system replacement)
- D. Real-time customer satisfaction with helpdesk and support services will be tracked. Randomly selected helpdesk users will be asked to rate their satisfaction when a help desk problem is resolved. The following questions will be polled:
- a. How satisfied were you with the ease of accessing the helpdesk when logging your request
  - b. How helpful was the helpdesk staff in dealing with your request?
  - c. How satisfied were you with the technical knowledge of the support staff involved in resolving your request?
  - d. How satisfied were you with the responsiveness of the helpdesk?
  - e. Overall how satisfied were you with the service delivery?
  - f. Comments ...
- The County IT Manager will monitor this information in real-time and will review the results with the Client Contact.
- E. The County will track the Client's technology inventory, enabling the following monitoring:
- a. Devices breakdown (by category)
  - b. # of desktops < 4 years old
  - c. # of laptops < 3 years old
  - d. # of devices on current O/S version
  - e. # of devices running current MS Office version
- F. The County will track and report the following information about Project Services:

- a. # of active projects
- b. # of closed projects
- c. # of queued projects
- d. % of project milestones completed on time (annual)
- e. % of projects delivered on (or under) budget (annual)

G. An online customer satisfaction survey will be conducted annually to gauge satisfaction with services, to monitor trends and to identify future opportunities.

## **Appendix D: Key Issues and Risks**

<Excel file attachment.>



## **Appendix E: What is an IT Project?**

Modified from:

“What is an IT Project.” State of North Carolina. Last modified April 26, 2017, Accessed January 22, 2022, <https://files.nc.gov/dit/documents/files/What-is-an-IT-Project.pdf>.

The purpose of this document is to provide guidance to staff on the definition of a project, when formal project management is required, the process to get a project started, and the work efforts that are excluded from the definition of a project.

### **What is a project and what does managing a project include?**

Per the Project Management Body of Knowledge (PMBOK®), managing a project includes:

- Identifying the business issues and risks to be addressed by the project
- Clarifying/Identifying requirements
- Establishing clear and achievable objectives
- Balancing competing demands for quality, scope, resources, time and cost
- Adapting to different concerns and expectations of stakeholders.

The PMBOK® states, “**a project is a temporary endeavor undertaken to create a unique product, service, or result**”. In other words, a project is a sequence of tasks bounded by time, resources and required results; has a defined outcome and deliverables; has a deadline; and has a budget limiting number of people, supplies and capital. Project characteristics include:

- Accomplishment with shared resources often only available on part-time basis
- Cross-functional teamwork may be required
- Uncertainty and potential change during execution
- Changes to the way the business operates
- Specific deadlines, time, and resource constraints.

### **So how is a project defined and what endeavors would be deemed a project and therefore managed under Section 2.3 & Appendix B?**

The following efforts would be deemed projects and require a separate SOW, unless approved within the Agreement and mutually agreed to between the County’s IT Manager and Client Contact. Typically, these efforts involve providing an IT service to citizens, businesses, employees or providing a method for an organization to improve services or be more efficient at providing services.

- Development and establishment of new IT service offering (e.g. change or upgrade with ISP or mobility or voice services)
- Development and establishment of new capabilities
- Generally, feasibility studies and proof-of-concepts are projects
- Generally, procurement using the RFP process for IT Technology or Services are projects
- Outsourcing of business functions to a vendor that includes IT systems may be a project
- IT Reserve Fund Spending

### How do operational efforts and projects differ? According to PMBOK:

- ✓ The purpose of a project is to attain its objective and then terminate.
- ✓ The objective of an ongoing operation is to “**sustain the business**”.  
Ongoing operations involve permanent or semi-permanent functional work to repetitively produce the same product or service.

To help identify operational efforts from projects, the following examples would not be considered projects:

- Service provisioning  
(e.g., hosting, voice, network, enterprise applications, etc.)
- Hardware refreshes to maintain support for existing services  
(e.g., Servers, PCs, Storage)
- Network refreshes if other than a complete swap out of equipment for new models offering new functionality (e.g. provisioning additional switches or WiFi Access Points)
- Software or technology upgrades **except** where the upgrade is a major release that adds additional functionality and requires more extensive testing and coordination with the customers directly or indirectly utilizing the software
- Increasing capacity for an existing system
- Application patch release updates
- Operating system patch release updates
- Desktop integration release
- Problem identification, research, and resolution for daily issues due to program, technical, or business errors
- Operation and application security updates

- Process / procedure updates
- Database reorganizations and general house-keeping
- Business process re-engineering that changes process but not technology



## Appendix F – Contacts

<b>Role</b>	<b>Name</b>	<b>Email</b>
County CAO	Sheridan Graham	sgraham@ptbocounty.ca
County Director, Corporate Services	Lynn Fawn	lfawn@ptbocounty.ca
County IT Manager	Christopher Lee	clee@ptbocounty.ca

Client CAO	Yvette Hurley	yhurley@cavanmonaghan.net
Client Contact	Kimberley Pope	kpope@cavanmonaghan.net
Client Contact Designate(s)	Karlie Cornish- Tkalec	ktkalec@cavanmonaghan.net