

## INFORMATION TECHNOLOGY SERVICES AGREEMENT

**SERVICE AGREEMENT** effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
(hereinafter, called the “**County**”)

- and -

**Municipality of Middlesex Centre**  
(hereinafter, called the “**Municipality**”)

**WHEREAS:**

- A. The County is a municipality and an upper-tier municipality as defined by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (hereinafter, called the “**Municipal Act**”);
- B. The Municipality is a lower-tier municipality and local municipality as defined by the *Municipal Act*;
- C. Local municipalities located within the geographic area of the County of Middlesex and the County Councillors have expressed interest in having the County provide information technology services (hereinafter, called the “ITS”) to the local municipalities;
- D. Section 9 of the *Municipal Act* provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, *inter alia*, provide ITS and enter into agreements;
- E. Subsection 11(1-2) of the *Municipal Act* provides broad authority for upper-tier municipalities to manage their respective financial affairs and to provide any service the upper-tier municipality considers desirable for the public;
- F. County Council considers the County provision of ITS to the local municipalities to be desirable, effective and valuable to the community;
- G. Subsection 19(2)3 and 20 of the *Municipal Act* allows an upper-tier municipality to provide a service in a local municipality as long as one of the purposes of its provision is for lower-tier municipal purposes, there is consent from the local municipality, and the municipalities enter into an agreement with respect to the provision of such services;
- H. The Municipality desires and consents for ITS to be provided by the County, subject to the terms and conditions of this Agreement, and confirms that the purpose of delivery of such service from the County is to pool resources with the County in a cooperative effort to provide local municipalities with high quality information technology services at a cost which is not prohibitive (hereafter referred to as the “**Initiative**”);

- I. The Municipality acknowledges that, in reliance on the local municipalities' express and collective desire for the Initiative, the County has hired information technology staff to provide ITS to the local municipalities;
- J. Section 8 of the *Municipal Act* provides that the powers of municipalities shall be interpreted broadly so as to confer broad authority to enable municipalities to govern their own affairs;
- K. The County and Municipality hereby acknowledge and agree that they previously entered into an Agreement for ITS in or around the year 2018 and have now chosen to revise and enhance the terms through this 2024 Agreement, which replaces the 2018 Agreement in its entirety. This new Agreement, being implemented in 2023, shall entirely and comprehensively supersede and replace all terms and conditions stipulated in any prior Agreement between the parties;
- L. This Agreement sets out the conditions upon which the County will provide information technology services to the Municipality; the requirements of said services; and the methods for requesting said services;
- M. The Chief Administrative Officer or the Chief Administrative Officer's designate is authorized to administer this Agreement for the Municipality and execute any such further documents as may be necessary to give effect to services herein described; and
- N. The Director of ITS and his or her designate is authorized to administer this Agreement on behalf of the County and has the delegated authority to execute any such further documents as may be necessary to give effect to services herein described.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and for other good and valuable consideration, including the covenants herein, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

#### **Recitals**

- 1. The above recitals are true in substance and in fact and hereby incorporated into this Agreement by reference.

#### **Definitions**

- 2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
  - (a) **"Agreement"** means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties;
  - (b) **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.

- (c) **“Change Order(s)”** means a Change Order substantially in form of Schedule “B” which adds, removes or modifies a service to be provided to the Municipality by the ITS Department for the duration and at the cost set out in the Change Order. Any duly endorsed Change Order(s) by the Municipality and the Director of ITS shall be considered an amendment to this Agreement and shall be appended hereto.
- (d) **“Communication”** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party and shall be in writing;
- (e) **“Consultant(s)”** means a third party(ies) whose services are procured by the ITS Department upon the recommendation of the Director of ITS and paid for by the Local Municipalities whether individually or as a cooperative purchasing scenario.
- (f) **“Director of ITS”** means the person appointed to hold the position of the Director of Information Technology Services of the ITS Department.
- (g) **“IT”** means Information Technology.
- (h) **“ITS”** means Information Technology Services.
- (i) **“ITS Department”** means the department of the County having the mandate and responsibility for the provision of Information Technology Services.
- (j) **“ITS Staff”** means employees of or independent contractors contracted with the County ITS Department.
- (k) **“IT Security”** means systems or processes designed to mitigate unauthorized access to computers, networks and/or data. This could be in the form of privacy and confidentiality policies, employee education and training or IT systems or services which attempt to limit the exposure to the unauthorized access, use, disclosure, disruption, modification, inspection, recording or destruction of information.
- (l) **“Local Municipalities”** means all of the local municipalities which are located within the geography of the County of Middlesex and, each of which have entered into a Service Agreement with the ITS Department.
- (m) **“Parties”** means The Corporation of the County of Middlesex and the Municipality of Middlesex Centre collectively and **“Party”** means one of them.
- (n) **“Services”** means the information technology services list set out in *Schedule “A”* to be provided for the Term of this Agreement and for the cost set out in section 10(a) of this Agreement, as may be subject to Change Order(s) agreed to by the Parties in writing.

## Term

3. Subject to the termination and amendment provisions of this Agreement (sections 20-22 and 25), the term of this Agreement shall be for five (5) years commencing on the effective date noted at the top of page one (1) of this Agreement (hereafter, the “**Term**”). The Term shall be automatically renewed for two further five (5) year terms commencing on the anniversary date of each five-year term, provided that neither Party terminates this Agreement in accordance with sections 20-22, on or before the applicable renewal date.

## Information Technology Services

4. The ITS Department shall provide the Municipality of Middlesex Centre with ITS, as set out in the following documents:
  - (a) **Schedule “A”** Services List – sets out the services to be provided for the Term of this Agreement for the cost set out in section 10(a) of this Agreement, subject to Change Order(s).
  - (b) **Schedule “B”** Change Order Form – provides a form of Change Order Form to be used by the Parties.
  - (c) **Schedule “C”** Regular Service Level Guidelines – a guideline document which sets out incident response guidelines.
5. The scheduling and delivery times for Services will be discussed between the Director of ITS and the Municipality and the ITS Department shall use reasonable efforts at all times to cooperate with and accommodate the scheduling requests of the Municipality.

## Change Orders

6. Any change, modification, or addition to the Services must be processed through a Change Order substantially in the form of Schedule “B” and endorsed by both the Municipality and the Director of ITS. Change Orders shall be issued and approved before the change occurs. Change Orders shall specify the following:
  - (i) The nature of the change (addition, deletion, or modification of the services)
  - (ii) The duration of the change
  - (iii) The impact on Services
  - (iv) Any resulting cost adjustments

For comprehensive information regarding Change Orders and the formal request process for additional Services, please refer to Schedule 'B' attached to this Agreement.

The County, with the assistance of the Municipality is responsible for ensuring that all Change Orders comply with local purchasing by-laws or policies. The County

may rely on the CAO's signature or their designate as confirmation of compliance with such policies or by-laws.

Any duly endorsed Changer Order(s) by the Municipality and the Director of ITS shall be an amendment to this Agreement and shall be appended hereto.

### **Consultants to be Procured by the County ITS Department**

7. From time to time, it may be necessary for the ITS Department, on the recommendation of the Director of ITS, to procure Consultant(s) to assist with the provision of IT Services. Consultants may be retained where the ITS Department requires:
  - (a) specialized expertise;
  - (b) additional support for significant projects;
  - (c) additional support for short deadlines,
 or in any other circumstance deemed appropriate by the Director of ITS, acting reasonably and in accordance with industry best practices.
8. Where the Director of ITS recommends the procurement of Consultant(s), he/she shall notify the Municipality in writing of such recommendation with written reasons why the Consultant is necessary. It shall be the sole responsibility of the ITS Department to procure the Consultant(s) in accordance with the County purchasing policy and pay such Consultant(s) directly.
9. Any amounts due and payable to a Consultant or incurred by the County in procuring the consultant pursuant to section 7 shall be calculated and recovered from the Municipality. Prior to awarding the procurement of a Consultant to a particular individual or entity the ITS Department shall provide the name of a proposed Consultant to the Municipality so that it may advise the ITS Department of any potential conflicts of interest. Where the consultant may be performing services that will benefit more than one of the Local Municipalities, then the cost of the consultant will be divided between the benefitting Local Municipalities on a *pro rata* basis based on use or as set out by the Director of ITS in writing to the Municipality.

### **Financial Provisions**

#### *Base Cost + Actual Costs Adjustment*

10. The County shall be compensated for the provision of IT Services by the Municipality in accordance with the **Base Cost + Actual Costs Adjustment** formula set out below:
  - (a) The annual base cost for the Services for the Municipality provided herein shall be \$86,400.00 (hereafter the, "**Base Cost**"), as set out in *Schedule "A"*.

- (b) The Municipality shall pay to the County the Base Cost in quarterly invoices produced on or about March 31, June 30, September 30, and December 31 of each year during the Term of this Agreement.
- (c) Invoices are payable within 30 days from the date the invoice is issued by the County.
- (d) An annual costs reconciliation and adjustment (hereafter the “**Actual Costs Adjustment**”) will be made in December of each year during the Term of this Agreement to ensure that the Municipality’s annual payment for the Services aligns with the actual cost to ITS of providing the Services. The Actual Costs Adjustment shall take into account the costs associated with any Change Order(s) made during the year and any other consideration deemed relevant by the Director of ITS, including but not limited to:
  - (i) the impact that the Services for the Municipality has had on the human resources of the ITS Department;
  - (ii) salary and benefits of ITS Staff;
  - (iii) infrastructure costs;
  - (iv) licensing costs; and
  - (v) software and hardware costs.

The annual Actual Costs Adjustment, if any, will be reflected on the Municipality’s final invoice for the year issued on or around December 31. A report detailing the Actual Costs Adjustment will be provided by the Director of ITS to the CAO of the Municipality or his or her designate.

#### *Annual Review*

- 11. The ITS Department shall perform an annual review (hereafter the “**Annual Review**”) in December of each year during the Term of this Agreement, and any renewals thereof, which will take into account both the Actual Costs Adjustment noted above and any anticipated Change Order(s) anticipated for the upcoming year, for the purposes of adjusting the Base Cost of the Services for the upcoming year. In determining the Base Cost for the upcoming year, the ITS Department shall take into account:
  - (a) any Change Order(s) made during the year;
  - (b) the Municipality’s actual or anticipated ITS needs for the upcoming year;
  - (c) the impact that the Services for the Municipality has had on the human resources of the ITS Department;
  - (d) salary and benefits of ITS Staff;
  - (e) infrastructure costs;

- (f) licensing costs;
- (g) software and hardware costs; and
- (h) any other consideration deemed relevant by the Director of ITS.

Without limiting the foregoing, the Parties acknowledge and agree that, subject to any cost adjustment required by any Change Order(s) made during the year and any addition or removal of services based on the anticipated needs of the Municipality for the upcoming year, the Base Cost will increase by a minimum of three percent (3%) each year to account for increased labour and operation costs.

Following the Annual Review, the Director of ITS, in consultation with the Municipality, shall amend *Schedule "A"* to adjust the Base Cost of the Services for the upcoming year. Any Change Order(s) made during the year that are intended to be in effect during the upcoming year shall be incorporated into the amended *Schedule "A"* at that time. The amended *Schedule "A"* shall come into effect January 1 of the year following the Annual Review.

#### *Renegotiation Out of Necessity*

12. Notwithstanding the foregoing or any other provision of this Agreement, at any time during the Term of this Agreement, whether due to an Annual Review or otherwise, the Director of ITS in his or her sole discretion determines that that the Services being provided to the Municipality by the ITS Department are having a significant impact on human resources of the ITS Department which warrants an adjustment to the price, the price of the Services shall be renegotiated upon providing the Municipality thirty (30) days written notice as between the Director of ITS and the Municipality's CAO with both parties acting reasonably. In the event that the Director of ITS and the Municipality's CAO are unable to reach a renegotiated agreement within four (4) weeks from the time the Municipality was notified of the need for a price change, the price shall be considered a dispute and the dispute resolution mechanism provided for in section 27 of this Agreement shall commence.

#### **County Responsibilities**

13. The County covenants that it shall be responsible for the following:
  - (a) the provision of the Services, as defined in *Schedule "A"* of this Agreement, subject to the limitation of liability set out in section 14 of this Agreement.

For clarification purposes, IT Security, as defined herein, are designed to mitigate unauthorized access to computers, networks and/or data, but cannot guarantee total protection against computer viruses, unauthorized use of, or access to any computer; or the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data, for such is beyond the scope of the Services. The Municipality remains responsible for any and all losses resulting from the aforementioned causes, subject to section 14 of this Agreement.

- (b) providing best efforts to leverage shared services to reduce overall ITS costs to Local Municipalities located in the geography of Middlesex County;
- (c) its own employees, Councillors, officers, and agents engaging in the furtherance of their duties, wherever situate, in relation to the performance of the Services under this Agreement; and
- (d) Ensure the availability of well-trained IT employees to support the Municipality
- (e) subject to the limitation or liability in section 14 of this Agreement, the negligence of its own employees and agents in the furtherance of their duties under this Agreement.

### **County Indemnity**

14. The County hereby releases, indemnifies, and holds harmless the Municipality, its Mayor, Councillors, employees, directors, officers, and agents from and against any and all claims, causes of action, or losses suffered by the Municipality as a direct result of the negligent provision of the Services by County employees acting in the furtherance of this Agreement, however, the total amount of any such claims, causes of action, or losses for which the County may be liable to the Municipality in any calendar year shall be strictly limited to fifty-thousand dollars (\$50,000.00).

### **Responsibilities of the Municipality**

15. The Municipality covenants that it shall be fully responsible for the following:
  - (a) Its own corporate operations and activities;
  - (b) Its own employees, Councillors, officers, and agents engaging in the furtherance of their duties, wherever situate;
  - (c) Its own negligence or the negligence of its own employees, Councillors, Mayors, directors, officers, and agents;
  - (d) Without limiting clauses 15(a-c), the operating and capital costs associated with the IT systems, software, hardware, licensing, warranties, and other related costs of the IT systems, software, and hardware which the Municipality owns, maintains or licenses;
  - (e) Without limiting clauses 15(a-c), budgeting in accordance with best practices for its own IT operating and capital expenditures, as recommended by Director of ITS through the budget process;



- (f) Determining, and in consideration of the recommendations of the ITS Department, which IT services are to be included in *Schedule "A"* on an annual basis;
- (g) Maintain the Municipalities' Disaster Recovery and Business Continuity Plan and Policy
- (h) Without limiting clause 15(f), where IT Security is provided as part of the Services, ensuring implementation of, and adherence to, the security and mitigation measures recommended by the ITS Department, acting reasonably;
- (i) Without limiting clauses 15(a-c), losses arising directly or indirectly from computer viruses, unauthorized use of, or access to any computer, or the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data;
- (j) Providing best efforts to the Director of ITS notice of upcoming projects, strategies and objectives that may impact IT resources;
- (k) Adhering to technology standards as determined by the ITS Department acting reasonable and in accordance with best practices of similarly sized municipalities;
- (l) Without limiting clause 15(a-c), ensuring that third party vendor agreements (underpinning contracts) are in place for appropriate service coverage, where appropriate;
- (m) Assigning a primary contact to facilitate IT related inquiries and approvals;
- (n) Without limiting clause 15(a-c), adopting and adhering to appropriate ITS policies in accordance with best practices of a similarly sized municipality; and
- (o) Providing to the ITS Department any and all relevant information relating to its: IT systems; the use of its IT systems; software; hardware; licensing; and warranties as such information is required for the ITS Department to perform the services set out under this Agreement

### **Indemnity from the Municipality**

16. The Municipality hereby releases, indemnifies, completely holds harmless and agrees to defend the County, including the County's Warden. Councillors, employees, directors, officers, agents and legal counsel from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceeding of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) which is caused by its operations, activities or the negligence of its employees, directors, or officers, including but not limited to: losses arising directly or indirectly from computer viruses, unauthorized use of, or access to any computer, or the loss

of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data, subject to section 14 of this Agreement.

### **Force Majeure**

17. Despite any section of this Agreement, no Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control (hereinafter, referred to as a "Force Majeure Event"). The Parties agree that an event shall not be considered a Force Majeure Event if a reasonable person owing duties to others in the same or similar circumstances as provided for under this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. If a Party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that Party shall immediately notify the other Party(ies) of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. In addition, the Party excusing itself due to a Force Majeure Event shall use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

### **Compliance with Law and Confidentiality**

18. The Parties agree to treat each other's information that is not publicly available, including information relating to the business affairs, operations, human resources and proprietary practices as confidential.
19. Notwithstanding section 18 above, both Parties acknowledge that each of them are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M56 ("MFIPPA") and as a result, some information may be required to be disclosed by either party as a statutory requirement. The Parties agree that notwithstanding section 18 of this Agreement, either Party shall have no obligation with respect to the disclosure of confidential information and does hereby fully and finally release the other, its respective Warden, Mayor, Councillors, officers, directors, employees, agents, and legal counsel from any liability for disclosing confidential information in the event that the Party that discloses confidential information does so in accordance with a lawful statute applicable in Ontario, including MFIPPA, or PHIPA or is ordered to disclose such information by the Office of the Information and Privacy Commissioner or any court or tribunal of competent jurisdiction.

### **Termination**

#### *By the Municipality*

20. The Municipality may terminate this Agreement by providing six (6) months written notice to the County. The effective date of termination by the Municipality shall be exactly six (6) months after notice is effectively received by the County in accordance with section 23 of this Agreement (hereinafter, the "**Termination Date**"). The Municipality acknowledges that in the event the Municipality terminates this Agreement, it will no longer receive ITS, from the County, but it will remain liable for:

- (a) Paying to the County all costs that, but for the termination, would have been associated with providing the Services for the remainder of the calendar year in which the Termination Date occurs; such amount shall be based on the average amount paid in the date of the year of termination.
- (b) Paying the County an amount sufficient to cover the Municipality's share of any and all long-term obligations incurred for the benefit of the Municipality by the County in reliance upon the Municipality's commitments to the Initiative for a period of six (6) months following the termination such costs shall include but not limited to, termination of IT personnel, leasing, licensing, early termination costs, consultants and all other non-avoidable future costs identified; and
- (c) The return of any hardware and/or software licenses that is not owned solely by the Municipality to the County.

*By the County*

- 21. The County may terminate this Agreement at any time without cost or penalty upon providing six (6) months written notice to the Municipality. The County acknowledges that in the event the County terminates the Agreement, it will no longer provide IT Services to the Municipality but will be liable for:
  - (a) Returning any hardware and/or software licenses to the Municipality that are now owned solely by the County

*Due to Dissolution*

- 22. In the event the Municipality dissolves as a Corporation, this Agreement shall immediately terminate with each Party bearing its own costs. In the event the County dissolves as a Corporation, this Agreement shall terminate with each Party bearing its own costs. In either event, termination due to dissolution shall occur as of the date the corporate entity ceases operations. Each of the Parties covenant to inform the other immediately as soon as it has knowledge that the dissolution is likely to occur.

**Insurance**

*Commercial General Liability*

- 23. The County shall carry a Commercial General Liability ("CGL") insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof). The CGL insurance policy shall be continuously maintained throughout the Term of this Agreement and for an additional two (2) years following its termination or expiration. In the event of cancellation or non-renewal of the policy for any reason, the County must provide a 90-day advance notice to the Municipality.

*Data Liability & Network Security Coverage*

24. The County has made commercially reasonable efforts by submitting an application to obtain a Cyber Insurance policy for Network Security and Data Liability coverage. Should the application be approved, it will then be entirely up to County Council, in its sole discretion, to decide whether to obtain and maintain the policy. This decision is contingent upon Council's approval, aligning with its governance and policy-making frameworks.

### **Notices**

25. Acceptable Communications between the Parties shall include communications which are:
- (a) delivered personally or by courier;
  - (b) sent by prepaid registered mail; or
  - (c) transmitted by e-mail.

Any Communication must be sent to the intended Party at its address for service listed on the signature pages of this Agreement or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to a Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted, but if the Communication is transmitted on a day which is not a Business Day or after 4:00pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

### **Further Assurances**

26. The Parties warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

### **Amendment and Waiver**

27. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **Assignment and Enurement**

28. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party, other than provided for herein, without the prior written consent

of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

### **Dispute Resolution**

29. Upon written requests to resolve any disputes arising from this Agreement which are sent by one Party to another, the Parties hereby agree to resolve all disputes pursuant to this section. Upon receipt by the receiving Party of a written request to resolve disputes, the Parties shall first attempt to resolve all disputes by way of formal negotiation between the Parties and their appointed representatives. Generally, at first instance an attempt to resolve any dispute shall be performed by the Municipality's staff and the Director of ITS. Should the dispute remain unresolved for a period of thirty (30) or more days then the matter may be escalated to the respective CAOs of the County and the Municipality. If the disputes cannot be settled within sixty (60) days from the receipt of the written request to resolve disputes by the receiving Party, then the Parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within ninety (90) days from the receipt of written request to resolve disputes by the receiving Party, or such longer period as may be agreed to by the Parties, the Parties shall, refer the matter forthwith to an arbitration which shall finally resolve the dispute(s). The aforementioned arbitration shall be conducted in accordance with the *Ontario Arbitration Act, 1991, c 17*, as amended or replaced.

### **Voluntary Enforceable Agreement**

30. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

### **Counterparts**

31. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail in PDF format or DocuSign, or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

### **Severability**

32. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
  - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

**Governing Law**

33. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

***[ONE (1) SIGNATURE PAGE FOLLOWS]***

DRAFT

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

*THE CORPORATION OF THE COUNTY OF MIDDLESEX*

Date: \_\_\_\_\_, 2024

Address for Service:  
Attn: County Clerk  
399 Ridout Street N.  
London, ON N6A 2P1

Per: \_\_\_\_\_  
Aina DeViet, Warden

Per: \_\_\_\_\_  
\_\_\_\_\_, County Clerk

*We have authority to bind the Corporation*

*MUNICIPALITY OF MIDDLESEX CENTRE*

Date: \_\_\_\_\_, 2024

Address for Service:  
Attn: Clerk  
Address  
Town, ON Postal Code

Per: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Per: \_\_\_\_\_  
\_\_\_\_\_, Clerk

*We have authority to bind the Corporation*

**Schedules:**

- A = Services List
- B = Change Order Form
- C = Regular Service Level Standards

**SCHEDULE "A"**

**SERVICES**

***See Confidential Schedule***

**SCHEDULE "B"**

**CHANGE ORDER**

***See Confidential Schedule***

**SCHEDULE "C"**

**REGULAR SERVICE LEVEL GUIDELINES**

***See Confidential Schedule***

**APPENDIX "A"**

**Middlesex County ITS Purchasing and Approval Authority Form**

***See Confidential Appendix***