## MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MACECOM AND THE CITY OF SHELTON REGARDING IT SERVICES

This MOU is entered into this 2200 day of FEB, 2011 between the City of Shelton (City) and MACECOM.

WHEREAS each entity employs one full-time IT Technician (technician), and

WHEREAS the communications and network infrastructure located in the Shelton Civic Center is vital to the operations of each entity, and

WHEREAS the technicians will occasionally be unable to perform the critical responsibilities of their position due to personal leave or leave approved for staff development, and

WHEREAS in the interest of providing technical support twenty four hours per day seven days a week for critical public safety communications and the continuity and efficiency of City services, each entity's technician will be made available to provide IT support for work station computers, servers and other critical infrastructure on an as-needed basis when feasible (City support of the SPILLMAN system shall be provided only as authorized by the MACECOM Director and according to the rules and regulations as required within the security contract);

NOW THEREFORE, in consideration of the mutual benefits contained herein, it is agreed as follows:

- 1. The City shall make their technician available on an as-needed basis to provide backup support for the MACECOM technician in his or her absence if available. Providing, however, that the City will only provide backup when the Management Assistant is advised in writing at least five days prior to the anticipated need. This five-day notice can be waived during times of emergency.
- 2. MACECOM shall make their technician available on an as-needed basis to provide backup support for the City's technician in his or her absence if available. Providing, however, that MACECOM will only provide backup when the Director is advised in writing at least five days prior to the anticipated need. This five-day notice can be waived during times of emergency.
- 3. If coverage is requested from one entity to the other for a period of more than fifteen days, the Management Assistant and the MACECOM Director shall meet to discuss coverage needs, the feasibility of providing extended IT services, and issues relating to the true value or compensation for the services being requested.
- 4. Equipment failures that may occur while being serviced by the other entity's technician shall remain the responsibility of the entity requesting the service.

This agreement shall remain in affect until notice of cancellation is submitted in writing by either one of the parties listed in this MOU.

CITY OF SHELTON

Dave O'Leary Date

City Administrator

Jill Evander

Date

Director