

**MEMORANDUM OF UNDERSTANDING
REGARDING
INFORMATION TECHNOLOGY SHARING
BETWEEN
PRINCETON PUBLIC UTILITIES
AND
THE CITY OF PRINCETON, MINNESOTA**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, is hereby made and entered effective the 1st day of September, 2023, by and between the City of Princeton, Minnesota, hereinafter referred to as the “City” and the Princeton Public Utilities Commission, hereinafter referred to as the “Utility”.

1.0 Purpose

The purpose of this MOU is to provide an opportunity for the City and the Utility to share hardware, software, electronic files, and human resources in the execution of their respective work in Information Technology (IT).

Information Technology (IT) is the use of computers, storage, networking, and other physical devices, infrastructure and processes to create, process, store, secure, and exchange all forms of electronic data.

2.0 Purpose and Goal

The human resources required to successfully coordinate, manage, and operate IT facilities has many commonalities between the City and the Utility. It is in the interest of both organizations to work cooperatively and collaboratively with each other in the interest of Princeton’s taxpayers and ratepayers and avoid duplicative expenses. Many IT Best Practices are similar between the two organizations and would benefit from sharing a primary staff person that can maintain expertise in current IT topics.

3.0 Support

Upon request and availability, the City’s Technology Services Manager (TSM) will work collaboratively on unique IT project(s) that requires additional manpower. Alternatively, the Utility will do the same for IT projects if needed. Initially, the TSM support shall be limited to no more than 16 hours per month unless mutually agreed to based on need and only for a reasonably limited time.

The requesting party will compensate the party providing support. The rate of compensation shall be charged on an hourly basis, billable in one half-hour increments. The hourly rate is found in Exhibit A and can be adjusted on an annual basis by the respective parties. It is agreed upon by the party that the hourly charge is based on the IT employee’s regular wage and benefit costs. No other multiplier or cost shall be added to the rate.

All projects that use manpower from another party shall use a work order tracking software. Upon completion of a project, the party providing support shall invoice the requesting party.

4.0 Security Cameras

The TSM will be responsible for maintaining both the City and the Utility's security camera systems so that they properly record and archive video per established storage guidelines. Each party will be responsible for the purchase and installation costs of their respective systems.

5.0 Public Utilities Commission Meetings (A/V support)

The TSM will be responsible for set-up, recording, and archiving of all Commission meetings (Regular and Special).

6.0 Cybersecurity

Each party will be responsible for their own cybersecurity needs. The Utility has access to cybersecurity training for employees through its joint action agency, SMMPA. The Utility offers to include all city staff in this training service at no charge to the City. To be included, the city shall provide an employee email list to the Utility annually.

7.0 Telephones/Communications

The TSM will be responsible for maintaining both the City and the Utility's telephone and communication systems. Each party will be responsible for the purchase and installation costs of their respective systems.

8.0 IT Planning

The parties will meet periodically to discuss the future needs of both the City and the Utility and determine how those needs can best be met to serve both parties. The parties will develop an annual budget and execution plan for any improvements made that may impact, or possibly benefit, the other.

The TSM will attend the Utility's semi-annual IT planning and review meeting between the Utility and their IT support contractor.

The TSM will work with the Utility's General Manager to develop such things as a Computer Use Policy and Email Retention Policy as needed. The TSM will help the General Manager enforce all relevant IT policies and report any violations to the General Manager.

9.0 Limited Liability/Indemnification

Except for negligence or willful misconduct of any of the parties, all of the parties hereto shall and do agree to protect, defend, indemnify, and hold all parties, and their officers, agents, and employees, harmless from any and all liability, loss, or damage that it may incur under or by reason of this Agreement. That the parties hereto, are solely and exclusively responsible for their own loss, liability, or damage which may incur to said damaged party.

This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement.

Nothing in the Agreement shall constitute a waiver of or limitation on an immunity from or limitation on liability to which each of the parties hereto is entitled under law.

10.0 Tracking

Both parties will be responsible for tracking hours and invoicing the other party for time spent on a monthly basis. Invoices are to be paid within 30 days.

11.0 Review

The provision of services and number of monthly hours shall be reviewed quarterly by the City Administrator and General Manager and reported to the respective governing bodies. The governing bodies may elect to review this MOU at an annual joint meeting at their discretion.

12.0 Terms

This MOU is in effect until cancelled or terminated. Either party may cancel or terminate this MOU without cause by giving 60 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation.

Any and all amendments must be made in writing and must be agreed to and executed by both parties before becoming effective.

IN WITNESS WHEREOF, each of the parties has caused this MOU to be executed by their duly authorized representatives:

PRINCETON PUBLIC
UTILITIES COMMISSION

CITY OF PRINCETON,
MINNESOTA

By _____
Richard Schwartz
Chair

By _____
Thom Walker
Mayor

By _____
Keith R. Butcher
General Manager

By _____
Michele McPherson
City Administrator