THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 27-2014

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Agreement between the Corporation of the Municipality of Morris-Turnberry and Data Fix for the 2014 Municipal Election

WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 C. 25 as amended, states that; ‘Powers of a natural person – A Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act’;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement with Data Fix;

AND WHEREAS, the Agreement is attached hereto and forms part of this By-law as Schedule ‘A’;

AND WHEREAS, the Corporation of the Municipality of Morris-Turnberry enacts as follows:

THAT the Mayor and Clerk of the Municipality be and they are hereby authorized to execute and affix the Corporate Seal to enter into the Agreement between the Corporation of the Municipality of Morris-Turnberry and Data Fix for the 2014 Municipal Election;

Read a FIRST and SECOND time this 1st day of April, 2014.

Read a THIRD time and FINALLY PASSED this 1st day of April, 2014.

Paul Gowing - Mayor

Nancy Michie - Administrator Clerk - Treasurer
THIS AGREEMENT ("Memorandum of Understanding") is made in duplicate as of the 24th day of January 2014.

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as "DataFix"), an Ontario corporation with its registered office at

40 University Avenue, Suite 1010
Toronto Ontario M5J 1T1

("DataFix")

AND:

THE MUNICIPALITY OF MORRIS-TURNBERRY
41342 Morris Rd
RR 4
Brussels, Ontario N0G 1H0

("Municipality")

FOR: Municipal VoterView (MVV) Services

1. Introduction

Municipal VoterView is an Internet-based application designed to provide municipal elections officials with an electronic view of their electoral information including the ability to make corrections to the voters list, to access various voter counts needed for electoral planning, and the capability to provide an electronic copy of all changes to the Municipal Property Assessment Corporation at the end of the electoral event.

Through its Municipal VoterView (MVV) Application, DataFix is continuing to provide the highest level of service with respect to managing electoral information in support of municipal elections.
2. Purpose

This Memorandum of Understanding is intended to identify and confirm the service levels and support technology requirements of the MVV Application.

The parties agree that, at all times, this Memorandum of Understanding is governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Each party represents and warrants to the other party that, as of the Effective Date, it has full power and authority to enter into and perform this Memorandum of Understanding.

DataFix represents to the Municipality of Morris-Turnberry that the DataFix’s Municipal VoterView Application complies with all applicable requirements for provincial and municipal election laws at the time of delivery.

3. Data Fix Services/Hosting Environment

The MVV Application services for the Municipality of Morris-Turnberry will consist of Web Hosting, List Management and Vote by Mail services.

3.1. Web Hosting

As a web-based application, MVV has the advantage of ubiquitous accessibility—all that is required to use MVV is an Internet connection and a recent web browser. MVV supports Microsoft Internet Explorer and Firefox. The MVV system has been optimized for a screen resolution of 1024x768 or higher, but will function properly with lower resolutions.

3.2. List Management

At a high level, the MVV application simplifies the process of searching for specific voters with the ability to add, change, delete or move voters as required. In addition, the MVV application provides a number of elector-related reports to support election planning and a suite of data cleansing utilities to identify potential inaccuracies on the voters list.

The MVV Application functions and features are as described and demonstrated as part of the on-line demo/viewing of the product. More comprehensive details of these features are contained in the On-line Help Section of VoterView.

3.3. Vote by Mail

DataFix will produce, through its partner Doculink Canada, a voter kit for each elector contained on the voters’ list for the Municipality of Morris-Turnberry.

3.3.1. The Voter Kit

Each Voter kit will consist of the following:

a) Outer Envelope - 24 lb. white wove 4 1/8 x 9 1/2 with double window printed black

b) Return Envelope (Business Reply) - 24 lb. Canary (yellow) 4” x 9” with double window printed black

c) Secrecy envelope - 24 lb. white wove 3.75” x 8.75” non-window printed black

d) Ballot - 8.5” x 11” printed on 50 lb. offset

e) Voter declaration - 8.5” x 11” 50 lb. offset with horizontal perforation

Note: Customized Voter Kits may be subject to additional fees.
4. Responsibility of the Municipality

To guarantee that mail items are processed and deposited with Canada Post to meet the in-house delivery dates, a number of items are required by DataFix to prepare the voter kits. All of these requirements along with their cut-off dates will be posted in the MVV application. To ensure a smooth transition it is imperative that these dates are respected.

It is the Municipality’s obligation to provide all the postal requirements outlined below as well as meet the cut-off dates posted in the MVV application.

Requests received after the cut-off dates may be subject to additional processing fees.

4.1. Artwork for Postal Indicia/Canada Post Customer Number

The Municipality will be responsible for providing to DataFix, the following Canada Post items to create the Voter kits:

a) Business Reply Permit: A Canada Post approved artwork and permit number for use on the yellow Election Return Envelope

b) Standard Lettermail and/or Incentive Lettermail Customer Number and Agreement Number for mailing the Voter kits

Note: You will be invoiced directly by Canada Post for all your postage usage, i.e. outgoing and the return of business reply mail items.

4.2. Camera Ready Artwork

The Municipality is responsible for providing DataFix with the required Camera Ready Artwork of its municipal logo as well as the return address to be displayed on the voter kit. All artwork must be provided electronically and must meet the required specifications.

4.3. Blank Kits Request

Requests for blank kits and appropriate volumes must be provided to DataFix by the specified due date. Requests received after the cut-off dates may be delayed since priority will be given to the processing of the outgoing mail kits.

4.4. Mail Drop Date Selection

Request for mail drop dates and cut-offs will be posted in the MVV application. Mail drop date selection will be granted on a first come first served basis. Requests received after the cut-off date will be assigned the next available print window.

Note: DataFix will ensure that all mail items are deposited with Canada Post to meet the in-house delivery dates.

5. MVV Performance

The number and size of graphic elements in MVV is minimized to enhance performance for municipalities with low-speed or dial-up Internet connections.

5.1. Compatibility

MVV can coexist and work in a complementary manner with existing municipal electoral systems.

5.2. Stress Testing

DataFix has conducted extensive testing of the MVV application through a pilot program including over 165 municipalities and over 3 million electors. As a result of this testing, DataFix
has been able to optimize the performance of the MVV application to accommodate municipalities of all sizes.

5.3. Reliability

All hardware used to support the MVV application utilizes extensive fault tolerance features, including RAID-5 disk arrays and redundant power supplies. In addition, all servers and communications equipment are protected through the use of Uninterruptible Power Supplies (UPS).

To ensure the quality and accuracy of the MVV system itself, DataFix has built a set of rigorous and comprehensive test plans. These plans encompass application functionality, data inputs and outputs, and performance.

6. Description of User Environment

As an Internet-based application, access to the MVV requires usernames and passwords. The Municipality will have full control for creating and issuing usernames and passwords for the appropriate staff. There is no restriction on the number of usernames created and in use within the Municipality.

7. Support, Monitoring and Management

DataFix strives to ensure that all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week. The MVV system is normally available at all times except when essential maintenance to hardware or software is required. If it is necessary to interrupt service, prior notification will be given wherever possible and interruptions will be scheduled to minimize their impact on users.

DataFix's MVV support service regularly monitors all logged problems and discussions are held to analyze support trends and additional needs. Monitoring is a powerful tool for tracking trends and ensuring that appropriate staff and technology are accessible to callers.

If users encounter problems, the on-line support function provides an e-mail link to DataFix support team, where issues are resolved usually within 24 hours.

7.1. Customer Service Support/Coverage

DataFix’s normal business hours for providing customer support are from 8:00AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. Telephone and email support are available from DataFix by calling 416-363-8170, extension 249, or by email through the support function within the MVV application.

Support will be provided outside normal business hours for the Municipality’s advance poll dates and Election Day. The response time for issues outside normal business hours is under 1 hour.

7.2. Orientation/Training

Training on all MVV Application functions and features will be provided through the DataFix online Webinar facilities at no cost.

Customized on-site training is also available. Training fees may be applicable.

8. Security

8.1. Passwords

Passwords for MVV users are secured using a one-way hash algorithm (MD5). As a result, clear-text passwords are never stored nor utilized for user authentication.
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Security is also a responsibility of all users and users are especially cautioned not to share system logins and passwords.

8.2. Web Pages
All MVV web pages are secured using 128-bit SSL (secure sockets layer) encryption.

8.3. Web and Database Servers
Web and database servers are protected by a firewall that performs packet-level, circuit-level, and application-level traffic screening, stateful inspection, and intrusion detection.

8.4. Physical Database
DataFix will maintain a separate physical database for each municipality to ensure that municipalities can only access their own data.

8.5. Managed Code Environment
The MVV application runs in a managed code environment, which provides additional security and protection from common buffer overflow attacks.

8.6. Audits
DataFix audits all MVV access and security logs on a daily basis to ensure that any unusual access patterns can be quickly identified and resolved.

8.7. Virus Checks
DataFix's computing environment contains the most sophisticated virus scan software and update mechanisms. Virus definition files are updated on a continual basis.

8.8. Backups and Restores
DataFix has constructed a completely redundant technical infrastructure to support MVV. This infrastructure includes backup Internet connections routed through different Internet Service Providers, which provides protection from a common source of possible outages. To protect against server hardware failures in non-redundant components, DataFix has backup web and database servers available. These servers can be quickly activated to ensure minimal MVV downtime.

DataFix performs database and file-level backups of the MVV system on a daily basis, thus ensuring that minimal data is lost in a disaster recovery situation.

Backups are tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. To support the increased activity around advance polling dates and Election Day, backups will be performed by DataFix every sixty (60) minutes.

8.9. Service Measure
DataFix will perform remote monitoring of the MVV application. The system will be tested every fifteen (15) minutes and alerts will be sent via email or page to DataFix Support personnel as soon as a problem is identified.

8.10. Non-Performance
In the event that DataFix is unable to provide the services as stated in this MOU, DataFix will work with the Municipality to assess the impact and determine the remedial action.
9. Confidentiality

DataFix has been entrusted with confidential data from many government, public, and private organizations. Accordingly, all aspects of physical and network security are rigorous and continually monitored and updated.

Each party may provide the other with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Documentation, the information imparted during training provided by DataFix, and any other information relating to Customer’s or DataFix’s operations, services, products, research or development.

10. Protection of Personal Information

a) DataFix acknowledges that as a service provider to the Municipality, DataFix may from time to time be given access to personal information, which is defined as recorded information about an identifiable individual, other than business contact information.

b) DataFix shall protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.

c) DataFix shall not disclose personal information to any person, shall not allow any person access to the personal information, and shall not use the personal information for any purpose, except for the purpose of providing the MVV services.

d) Unless the Municipality otherwise directs in writing, DataFix will not store personal information outside Canada or permit access to personal information from outside Canada.

e) If DataFix determines that there has been an unauthorized disclosure of personal information in its custody or under its control, DataFix will immediately notify the Municipality.

f) DataFix acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

g) If for any reason DataFix does not comply, or anticipates that it will not be unable to comply with a provision in this agreement regarding personal information, DataFix will promptly notify the Municipality of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

h) Any reference to DataFix includes any subcontractor or agent retained by DataFix to perform obligations under the agreement and DataFix will ensure any such subcontractors and agents comply with these provisions regarding personal information.

i) These obligations of DataFix will survive the termination of this agreement.

11. Force Majeure

Either party shall be excused from any delay or failure in performance caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

12. Term of Agreement

This Memorandum of Understanding will become effective from the date of signing to December 31, 2014. On or before December 31, 2014, this Memorandum of Understanding can be renewed to provide ongoing elector information management services.
13. Fees and Payment Terms

The estimated fee and payment terms applicable for the services described in this MOU is $5,983.40 and are summarized below:

- Web Hosting and List Management (s. 3.1 and s. 3.2) and Vote by Mail as described in section 3.3 of this MOU: Preparation of 2,886 voter kits @ $1.90 per kit = $5,483.40

- Activation Set-up Fee
  $500.00

13.1. Payment Terms

An invoice plus applicable taxes will be sent to the Municipality as follows:

- $3,300.00 within 20 days of receipt of a signed agreement
- All of the remaining balance at the end of October 2014

Notes:

a) Your final invoice will reflect the actual number of voter kits mailed
b) Additional kits are available at a rate of $1.90 per kit plus applicable shipping cost
c) Canada Post will invoice you directly for all your postage use

14. Cancellation/Termination

Either party may terminate this agreement at any time by giving 60 days written notice to the other party.

In the event of cancellation, all data will be returned to the Municipality. Additionally, DataFix will perform a complete destruction of the elector data that is stored on DataFix servers. The data will be physically deleted and the disk partitions that held the data will be cleansed using disk wipe software to ensure that the confidential elector data cannot be undeleted or restored using drive recovery tools. Any physical media containing elector data that DataFix receives from MPAC will be shredded.

DataFix:

James A. Stewart
National Director, Election Services

[Signature]

DataFix Representative

James A. Stewart
Name (please print)

January 24, 2014
Date

The Municipality of Morris-Turnberry:

Nancy Michie
Clerk

[Municipality Representative's signature]

Municipality Representative

Nancy Michie
Name (please print)

April 1, 2014
Date