

**INTERAGENCY MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN
MONTANA PUBLIC SERVICE COMMISSION AND
STATE INFORMATION TECHNOLOGY SERVICES DIVISION**

THIS AGREEMENT is entered into by and between the Montana Public Service Commission (PSC) and State of Montana, Department of Administration, State Information Technology Services Division (SITSD).

1. PURPOSE OF AGREEMENT

1.1 This MOU reflects the agreement of PSC and SITSD to settle all claims and disputes between the parties concerning the Electronic Database for Docket Information (EDDI), outstanding SITSD invoices to PSC between August 2019 and March 2020, the stop work directive issued by SITSD in 2020, and any other disagreements related to EDDI costs arising prior to March 2020, and existing as of the date hereof.

1.2 In consideration of this MOU and the terms and conditions hereunder, PSC releases and discharges any and all claims against SITSD relating to and arising out of the matters described in section 1.1 of this MOU.

1.3 In consideration of this MOU and the terms and conditions hereunder, including timely payment by PSC of the amount stated in section 2.1 as provided therein, SITSD releases and discharges any and all claims against PSC relating to and arising out of the matters described in section 1.1 of this MOU, and shall rescind its stop work directive described in section 1.1 of this MOU.

1.4 This MOU sets forth all of the promises, covenants, agreements, conditions and understanding between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this MOU that are not fully expressed herein. Each party specifically warrants that this MOU is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

2. PSC DUTIES AND RESPONSIBILITIES

2.1 PSC shall pay SITSD \$20,895.00 in State Fiscal Year 2021.

2.2 Except as otherwise provided in section 2.3 or in a separate agreement executed by the parties subsequent to execution of this MOU, PSC will pay for all legitimately incurred SITSD services within 30 days of billing in accordance with the applicable SITSD Service Catalog terms.

2.3 If SITSD determines fulfillment of a service request may require SITSD to provide goods and services in excess of \$1,000.00, SITSD will prepare a cost estimate and require PSC Chair to authorize the estimated cost prior to SITSD performing any services, subject to refund of any amount paid in excess of actual fees and/or costs incurred by SITSD.

2.4 This MOU shall in no way commit PSC to use of EDDI or engagement of SITSD for service to EDDI. Nevertheless, PSC represents that, it is committed to procuring an experienced project manager, to assist PSC with scope refinement, contract fulfillment, performance monitoring, testing, and/or replacement of PSC's EDDI project, and shall do so prior to engaging SITSD for the foregoing purposes with regard to EDDI. The scope of PSC's commitment to engaging any such project manager shall, however, be limited in scope and duration and shall terminate upon the acceptance of EDDI, including any revisions, modifications, and/or replacements thereto, by the Commission for implementation.

2.5 PSC shall request all SITSD services through the SITSD Service Desk, a separate memorandum of understanding, or an approved engagement agreement.

3. SITSD DUTIES AND RESPONSIBILITIES

3.1 SITSD shall provide services requested by PSC in accordance with the terms specified in the SITSD Service Catalog at <http://itsdservicecatalog.mt.gov/> and any enterprise policies, procedure or standards, as applicable.

3.2 Except as otherwise provided in section 2.3 or in a separate agreement executed by the parties subsequent to execution of this MOU, SITSD shall provide services requested by PSC at the rate specified in the SITSD Service Catalog.

3.3 SITSD will assign a qualified staff person to further assist PSC in planning, scoping, and estimating EDDI repair or replacement activities. SITSD will not charge PSC for this service provided that SITSD's duties are limited to discussing project activities, providing estimates and recommendations, and attending meetings in a support role and exclusively as a representative of SITSD.

3.4 For all services provided by SITSD under this MOU, SITSD will assign qualified, experienced personnel and ensure such personnel perform services in a competent manner.

3.5 SITSD shall waive fees charged between August 2019 and March 2020 in excess of the \$20,895 in fees PSC has agreed to pay as provided in section 2.1.

4. LIAISONS AND SERVICE OF NOTICES

SITSD and State Agency Contacts. All coordination on either party's behalf must be through a designated contact. SITSD shall designate a contact for coordination of SITSD's work and services. Written notices, requests, complaints, or any other issues regarding this MOU should be directed to the contact and copied to Cindy Nelson for SITSD at Cindy.Nelson@mt.gov and Patricia Trooien for PSC at PTrooien@mt.gov.

5. GENERAL PROVISIONS

5.1 The parties have authority to enter into this MOU, and the individuals who have executed it below have authority to bind their respective agencies.

5.2 The parties intend this MOU to be binding and agree it is a legally enforceable contract between them.

5.3 This MOU is governed by the laws of Montana. The parties agree that any litigation concerning this MOU must be brought in the First Judicial District Court in Lewis and Clark County, Montana.

5.4 Any modification or amendment to this MOU must be by mutual written agreement of the parties.

5.5 The scope of this MOU is limited to the matters addressed herein. All other items and services provided by SITSD to PSC will be billed at the applicable rate set forth in the SITSD Service Catalog for the item or service.

5.6 Either party's failure to enforce any provision of this MOU after any event of breach is not a waiver of its right to enforce the provision and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

5.7 This MOU consists of three numbered pages, any attachments as required, and as amended, and SITSD's Service Catalog. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

6. EXECUTION

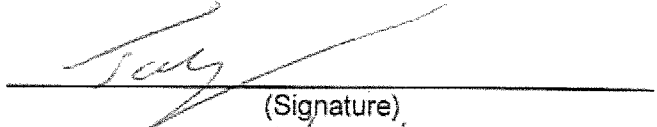
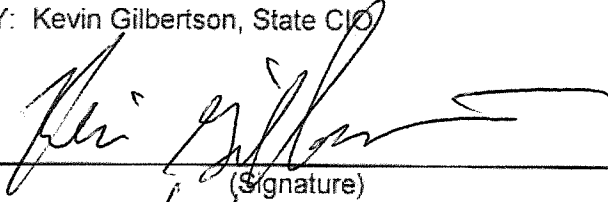
The parties through their authorized representatives have executed this MOU on the dates set out below.

STATE OF MONTANA
DOA/SITSD
125 N. Roberts Street, Room 229
Helena, MT 59620

STATE OF MONTANA
PSC
1701 Prospect Ave
Helena, MT 59620

BY: Kevin Gilbertson, State CIO

BY: James Brown, PSC Chairman



(Signature)

(Signature)

DATE:

7/9/21

DATE:

7/9/2021