

**THE ERWIN BOARD OF COMMISSIONERS  
SPECIAL CALLED MEETING  
TUESDAY, JUNE 23, 2020 @ 6:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARD ROOM**

**AGENDA**

1. **MEETING CALLED TO ORDER**
  - A. INVOCATION
  - B. PLEDGE OF ALLEGIANCE
  
2. **DISCUSSIONS**
  - A. Proposed Budget for Fiscal Year 2020-2021
  - B. Contract with Harnett County to provide IT services
  
- 3 **ADJOURNMENT**

STATE OF NORTH CAROLINA

**COMPUTER SUPPORT SERVICES AGREEMENT**

COUNTY OF HARNETT

This Computer Support Services Agreement (the “Agreement”) is made and entered into as of the 1st day of July, 2020 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”) and the Town of Erwin, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”).

WITNESSETH:

WHEREAS, Town desires computer support services for its governmental operations from County;

WHEREAS, County desires to provide to Town computer support services for Town’s governmental operations;

WHEREAS, Town and County have reached an agreement for the provision of computer support services to the Town as described herein and the parties desire to set forth the terms and conditions of this agreement in this Contract; and

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.
2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:

- A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @ \$7/mailbox/month. Includes:
  - a. Email storage space
  - b. Regular backups of email data
  - c. SPAM filtering service
  - d. Email archiving
  - e. Security monitoring
- B. Provide 10mb minimum (burstable up to 200mb) Internet Connection @ \$75/month;
- C. Provide wireless connectivity to county resources @ \$475/month. Includes:
  - a. Town Hall

- b. Parks and Recreation
- c. Public Works
- D. Provide use of County's data center for up to 4 servers and 1TB of network storage @ \$400/month
  - a. Each additional server is \$100/month
  - b. Each additional 1TB is \$100/month
  - c. Includes
    - i. Offsite replication of systems
    - ii. Regular backup of systems
    - iii. Security monitoring
- E. VOIP Phone system @ \$12.50/phone/fax/month;
  - a. Voicemail, with voicemail to email feature
  - b. DID allocation
  - c. Free long distance calling
  - d. Auto Attendant capabilities
- F. NetMotion annual license fee @ \$6/per client/month
- G. Labor for maintenance, repairs, security patching and upgrades to Town computers;
- H. Installation and upgrades of software requested by Town;
- I. Serve as a liaison with Town's software vendors;
- J. Provide consultation for any other technology needs of the Town.

Any expenses incurred for the purchase of hardware and/or software necessary to provide for the maintenance and/or repairs of Town's computers, peripheral devices or networking equipment will be the sole responsibility of Town. The County shall perform computer support services on an as needed basis as requested by Town. All services provided by the County pursuant to this Agreement shall occur during the County's normal business hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday.

3. **Compensation and Payment.** Compensation for the computer support services shall be **\$4,000 for a 50-hour block of time @ \$80/hour** plus reimbursement of directly incurred out-of-pocket expenses including annual firewall support fees. County will also charge for services noted in section 2 above. County shall invoice Town quarterly for computer support services and out-of-pocket expenses and provide a detailed description for all out-of-pocket expenses directly incurred. Any unused hours will be billed no later than June 30, 2020. Any overages will be billed at \$85/hour. Said invoices shall be submitted to:

Snow Bowden, Town Manager  
 Town of Erwin  
 PO Box 459  
 Erwin, NC 28339

Each invoice is due and payable to County within thirty (30) days of the date of the invoice. Town shall pay an additional charge of one and one-half percent per month (18% annually) per month not to exceed the maximum rate allowed by law for any payment not received by County more than thirty (30) days from the date of invoice.

4. **Term of Agreement, Amendment and Termination.** The term of this Agreement is July 1, 2020 to June 30, 2021. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of any financial obligations incurred prior to termination.

5. **Documents and Reports.** Town shall furnish or cause to be furnished to County all such reports, data, specifications, documents or other information deemed necessary by County for proper performance of County's services. County may rely upon the documentation so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

6. **Town Data.** Town retains ownership and custody of its data and County does not have ownership, custody, or control of Town Data. County will backup Town Data for the sole purposes of disaster recovery and will provide Town an automated backup of data stored on Town's designated servers and network connected computers. County will back up emails for a period of ten (10) years and all other data for a period of one (1) year. Town is solely responsible for generating and formatting all data. Town is solely responsible for the integrity of all data targeted for backup. County will back up Town Data as it exists at the time of backup, with all faults, and will restore Town Data in the same format in which it is backed up. Town is solely responsible for retaining data and records in accordance with its retention schedules. Town is solely responsible for fulfilling and satisfying all public records requests and all requests for data in connection to litigation. Data backups prepared for disaster recovery purposes will be used to restore data that has been deleted or lost. This agreement does not create a requirement for the County to respond to or assist in satisfying public records or litigation requests from the disaster recovery data backups.

7. **Limitation of Liability.** Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs or expenses arising out of or relating to the provision of services provided by County to Town hereunder. Town and County waive special, incidental, indirect or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

8. **No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

9. **Severance Clause.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

10. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Erwin  
PO Box 459  
Erwin, NC 28339  
Attn: Town Manager

TO: County of Harnett  
420 McKinney Parkway  
County Administration Building  
Post Office Box 759  
Lillington, North Carolina 27546  
Attn: County Manager

With Copy to: County Staff Attorney  
420 McKinney Parkway  
County Administration Building  
Post Office Box 238  
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and any legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

12. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement may, per the mutual agreement of both parties, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G. Gen. Stat. §7A-38.1(c), except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Entire Agreement.** This Agreement represents the entire and integrated agreement between County and the Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and the Town.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

**TOWN:**

TOWN OF Erwin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

COUNTY OF HARNETT

By: \_\_\_\_\_

Paula Stewart

County Manager