

Town of Windsor

Memorandum

October 8, 2019

TO: The Honorable Mayor and Town Council
FROM: Michael Stallings, Town Manager *MS*
SUBJECT: Information Technology MOU

As you know, we have been working on an agreement with Isle of Wight County that would have them providing IT services to the Town. Attached you will find a copy of the MOU that the Board of Supervisors adopted at their September meeting that has the Isle of Wight County IT staff providing services to the Town of Windsor.

The annual cost for these services is \$11,000. This includes service to all Town facilities to include the Town Hall, PD, and Town Center. This is \$308.33 more than what we were paying for our previous contract that did not include ongoing service at the Town Center.

The shared service agreement includes services that we were not receiving in the past and will provide us with an increased level of service. It will also allow us to more easily communicate and work with Isle of Wight County and the Town of Smithfield as we will all be working on the same platforms and systems as this agreement moves forward. We may also realize cost savings as we share licenses and other services already utilized by Isle of Wight County.

I recommend that Council adopt the enclosed shared services MOU with Isle of Wight County for IT services.

Recommended Motion

Move that Council adopt the MOU with Isle of Wight County entitled: Shared Technology Use Agreement Between the Town of Windsor and Isle of Wight County.

**Shared Technology Use Agreement
Between the Town of Windsor and
Isle of Wight County**

THIS AGREEMENT FOR SHARED USE OF TECHNOLOGY SERVICES AND EQUIPMENT is made this 19th day of September, 2019, between the Town of Windsor, a Virginia municipal corporation (the "Town") and Isle of Wight County, a political subdivision of the Commonwealth of Virginia (the "County"). The County and Town may hereinafter be referred to jointly as the "Parties" or individually as a "Party"

RECITALS:

The County and the Town recognize the benefit to the Parties that will result from a working relationship in the development of a joint plan for the sharing of technology services. The intent of the Parties is to provide maximum efficiency without duplication of personnel or resources while maintaining sufficient support for the County and Town operations in technology. Recent and projected growth in the County has increased the demand for new and expanded technology resources for both the County and Town. Sharing of Information Technology ("IT") services will avoid duplication of efforts reduce costs and maximize the efficiency for both the County and Town Information Technology departments.

The County and Town understand and agree that this Agreement is intended solely for the purpose of streamlining services and the efficient use of technology services.

1. TERM

The County and Town agree that this Agreement shall continue until terminated by either Party upon written notice of not less than ninety (90) days to the other Party.

2. FEES AND CHARGES

The Town agrees to pay County annually the sum of \$11,000 for the services provided and enumerated in this Agreement (the "Annual Fee"). County shall serve the Town with written notice of any cost adjustment to the Annual Fee for services under this Agreement no less than sixty (60) calendar days prior to the anniversary date of this Agreement. Unless the Agreement is terminated or otherwise modified as provide herein, the new Annual Fee will become effective on the anniversary date of this Agreement and shall remain in effect until further modification or adjustment.

3. TECHNOLOGY SERVICES COVERED UNDER THIS AGREEMENT

End-User and Advanced Support and Help Desk

The County Information Technology Department("IT") will be responsible to all Town end-users and help desk support. This is to include, but not limited to, telephone support and on-site computer support.

Active Directory Account Creation & Deactivation

The County IT shall be responsible for all Town Active Directory account creation and deactivation.

Electronic Mail

The County IT shall be responsible for all Town Electronic Mail System Account Creation & Modification. The County IT shall be responsible for all County Electronic Mail system backups. The County IT shall be responsible for maintaining and updates to all Town Electronic Mail distribution lists.

Network Administration and Advanced Active Directory Support

The County IT shall be responsible for Network Administration and Advanced Active Directory support issues. Network security for the Town network shall be managed by the County IT.

Server Hardware Support

The County IT shall be responsible for Server Hardware Support. All costs for repairs or replacement of Town servers will be the responsibility of the Town based on County IT recommendations.

Server Replacement

The County IT will be responsible for server replacement recommendations. The County IT will make arrangements to replace or retire server hardware with equipment as needed in coordination with the Town.

Desktop Computer Replacement

The County IT shall maintain a five (5) year replacement cycle for Town owned desktop computers. The County IT shall maintain an inventory and give annual budget projections for replacement cycle Town owned desktop computer replacements.

Network Infrastructure

The County IT shall be responsible for maintaining the Town Network Infrastructure. All changes in configuration and equipment replacement have the

potential for impacting the operations of the Town IT Network infrastructure so such additions, replacements or changes in configuration shall be subject to approval by the Town. All service impacting changes must be communicated prior to implementation. In the case of emergency repairs the notification should occur as soon as is reasonably possible.

Advanced Network Troubleshooting

The County IT shall be responsible for Advanced Network troubleshooting and configuration issues.

Town Telephone Systems

The County IT shall be responsible for all Telephone Systems.

Electronic Work Order System

The County IT shall be responsible for providing the Town access to an Electronic Work Order system. Administration of this system shall be the responsibility of County IT. The County IT shall be responsible for monitoring, use and work order creation.

Wireless Network Infrastructure

The County IT shall be responsible for all Town wireless network infrastructure.

Virtual Private Network (VPN) Connections for External Town Offices

The County IT shall be responsible for all existing Virtual Private Network connections to external Town offices. The County IT shall be responsible for all end-user support issues at these locations.

Internet Access

The County IT shall be responsible maintaining the ISP (Internet Service Provider) for the Town operations. The County IT shall be responsible for providing, maintaining and configuration of an Internet Firewall.

Internet Web Pages

The County IT shall support and assist in maintaining configuration and content of the Town's web site and Internet presence.

SCALA

The County IT shall be responsible for maintaining and configuring the PEG channel provided by Charter Spectrum Cable. This system will be available for use by the Town for communication to the community via the PEG channel.

4. TECHNOLOGY SUPPORT PRIORITIES

The first priority of the County IT will be the maintenance and successful operation of the technology systems in use by the County. There will be times when resources and personnel are assigned to critical duties and will be limited in availability for Town IT issues.

5. COOPERATIVE DEVELOPMENT OF TECHNOLOGY FACILITIES

The Parties hereto, recognize the possible mutual benefit for the employees and citizens of the County and agree to consider the joint development of Technology facilities whenever possible. Should such joint or cooperative development be feasible, the Parties may enter into separate written agreements to provide details as to rights and obligations of the Parties with respect the development of said joint facilities. This cooperative development may include consideration of possible Technology facilities in the design of future County and Town facilities.

6. MAINTENANCE OFFACILITES

Maintaining Town property and facilities shall be the responsibility of the Town. Maintaining County properties and facilities shall be the responsibility of the County.

7. AMENDMENTS AND MODIFICATIONS OF THIS AGREEMENT

This Agreement forms the entire agreement among the Parties and supersedes any and all understandings, agreements, letters of intent and negotiations between the Parties relative to the subject matter. This Agreement may not be modified or amended except in writing signed by all Parties.

8. LIABILITY AND COMPLIANCE WITH RULES AND REGULATIONS

Each Party will be responsible for maintaining technology operations in compliance will all rules and regulations required. Nothing herein however shall be deemed to waive any limitations upon liability through sovereign immunity that exists for both Parties as to third parties.

9. ASSIGNMENT

Neither Party shall assign its use of the other's technology services as hereinabove provided; however, either Party may enter into agreements with other parties or agencies to permit the use of technology services under the said Party's supervision and control.

10. NON-DISCRIMINATION

The Parties agree that while in or upon the facilities of the other, that at no time it shall discriminate against any person on the grounds of race, religious

affiliation, color, national origin, disability, age, or gender.

11. COUNTERPARTS

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the Parties will constitute a single, original instrument.

12. WAIVER

The failure of either to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said Party's right to demand strict compliance therewith in the future.

13. GOVERNING LAW AND SEVERABILITY

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be determined to have been delivered and accepted by the Parties in the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Lease shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.

If any portion of this Agreement shall be adjudged invalid, illegal or unenforceable, no other provision shall be affected in any way.

14. CONFIDENTIALITY

Each Party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose Confidential Information to the Receiving Party as defined in this Section in connection with the negotiation of and performance under this MOU. "Confidential Information" means (a) all information disclosed in tangible form by the Disclosing Party and marked "confidential" or "proprietary", and (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure.

The Receiving Party agrees to protect Confidential Information (whether disclosed before or after the Effective Date) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's

employees or independent contractors who have a demonstrable need to know, who have been notified that such information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this Agreement.

The Receiving Party's obligation to protect Confidential Information under this Agreement will expire two (2) years from the date of expiration or termination of this MOU.

The restrictions of nondisclosure set forth in this Section will not apply to any Confidential Information: (a) after it has become generally available to the public through no fault of the Receiving Party or its consultants, agents or subcontractors; (b) that is rightfully in the Receiving Party's possession before disclosure to the Receiving Party by the Disclosing Party; (c) is independently developed by the Receiving Party without the developing person(s) having access to the Disclosing Party's Confidential Information; or (d) is received by the Receiving Party in good faith from a third party not subject to an obligation of confidentiality. In addition, the Receiving Party may disclose Confidential Information if required to do so by statute, administrative process or court order, provided that (i) the Receiving Party gives the Disclosing Party sufficient advance notice of such disclosure requirement; (ii) the Receiving Party cooperates with the Disclosing Party, at the expense of the Disclosing Party, in trying to seek a protective order in connection therewith; and (iii) the scope of such disclosure is limited to the extent possible.

15. RESOLUTION (to be adopted by each Party)

WHEREAS, there is increased demand on technology services; and

WHEREAS, the employees, Town, County and citizens may benefit by the efficient sharing of technology resources and staff; and

WHEREAS, cooperative use of technology services may be a more efficient use of public funds; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors and Town Council, that the County and Town support the establishment of a memorandum of understanding for Shared Technology Use between the County and Town to encourage maximum efficiency in the Technology operations for Town and County IT on the part of the public employees and citizens of Isle of Wight County.

16. EXECUTION

The foregoing agreement was duly adopted, accepted and approved by the Board of Supervisors and Town Council at regular meetings held on the _____ day of _____ 2019 by the Board of Supervisors of Isle of Wight County and on the _____ day of _____ 2019 by the Town Council of the Town of Windsor.

Town of Windsor

By _____ Date _____
Mayor

Attest:

Clerk

Approved as to form:

Town Attorney

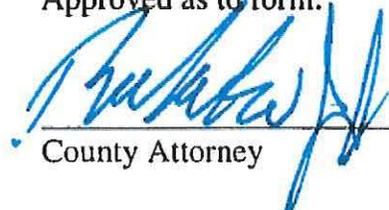
Isle of Wight County

By _____ Date 9-19-19
Chairman

Attest:

Clerk

Approved as to form:



County Attorney

RESOLUTION TO ESTABLISH A MEMORANDUM OF UNDERSTANDING FOR SHARED TECHNOLOGY USE BETWEEN ISLE OF WIGHT COUNTY AND THE TOWN OF WINDSOR

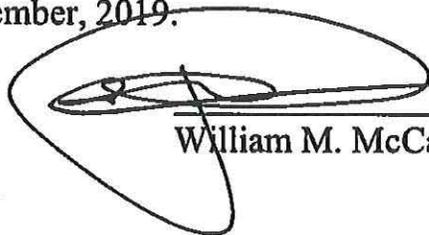
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Adopted this 19th day of September, 2019.



William M. McCarty, Chairman

Carey Mills Storm, Clerk

Approved as to form:



Robert W. Jones Jr., County Attorney