

STATE OF NORTH CAROLINA)
COUNTY OF DAVIDSON)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered this 19th day of November, 2019, by and between Davidson County, a body corporate and politic of the State of North Carolina, party of the first part, hereinafter referred to as "Davidson County" and the Town of Denton, a municipal corporation of Davidson County, North Carolina, party of the second part, hereinafter referred to as "Denton;"

WITNESSETH:

WHEREAS, Denton is in need of information technology support services to be provided to the Town Police Department and has conferred with the Davidson County IT Department in regard to this issue; and

WHEREAS, Davidson County desires to assist Denton with the provision of needed IT services and has personnel within the Davidson County IT Department who are competent to provide the services required by Denton; and

WHEREAS, Davidson County has agreed to provide to the Denton Police Department, as independent contractor, such IT support upon the terms and conditions provided herein; and

WHEREAS, the parties desire to set forth in this agreement the services to be performed and the respective obligations of each of the parties with respect to the providing of such IT services.

NOW, THEREFORE, TO THAT END, and in consideration of mutual covenants and agreements contained hereinafter, for the purposes set forth above, the parties do hereby mutually agree as follows:

1) Services and Objectives:

It is understood and agreed that Davidson County will provide the following information technology services for the Town of Denton Police Department:

- a) Provide recommendations for hardware purchases.
- b) Installation and maintenance for network connections to County network for laptops and desktops.
- c) Perform software installs and updates as necessary on county applications only. (i.e. Sonicwall NetExtender, Disk Encryption, RSA SecureID tokens, RMS)

- d) Troubleshoot issues related to county network connections and software applications related to Public Safety applications.
 - e) Troubleshoot, identify, and resolve hardware issues for laptop and desktops. Replacement hardware procurements will be at the expense of the Town.
 - f) Provide training on use of Sonicwall NetExtender, Disk Encryption and RSA SecureID tokens as needed.
- 2) Equipment of the Denton Police Department that is subject to the provisions of this Memorandum:
- a) Attached to this Memorandum of Understanding is an inventory (Attachment "A," Inventory of Computers) of the computers of the Denton Police Department, with such listing including the make, model and serial number of each computer
 - b) Denton may amend the equipment that is subject to the provisions of this Memorandum of Understanding, from time to time, upon written notice given to the Davidson County Information Technology Department of the removal or the addition of such computers.

3) Term of Agreement:

The initial duration of this Agreement is one year from November 19, 2019, provided, however that this Agreement shall continue in effect after that initial period unless terminated as provided herein by written notice by Davidson County to Denton or Denton to Davidson County. Either party may terminate this Agreement, for convenience or for cause, upon thirty (30) days written notice to the other party. In the event that the Agreement is terminated, Denton shall pay Davidson County the outstanding charges for work performed through the date of termination. Davidson County shall retain the right to suspend performance under this agreement or to terminate this agreement for nonpayment for services provided to Denton by Davidson County pursuant to this Agreement and where such nonpayment is for a period of 30 days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of Davidson County concerning the performance or termination of performance of the terms of this Agreement.

4) Consideration:

Denton shall compensate Davidson County for the information technology services provided by Davidson County upon the following terms: Davidson County shall provide or be available to provide information technology services to the Denton Police Department during normal working hours of Davidson County for the rate of Twenty five Dollars (\$25.00) per computer, per month.

~~Davidson County shall provide or be available to provide information technology services to the Denton Police Department 24 hours per day, 7 days a week, with a 4 hour initial call back response time for the rate of Fifty Dollars (\$50.00) per computer, per month.~~

OR

~~Davidson County shall provide or be available to provide information technology services to the Denton Police Department 24 hours per day, 7 days a week, with a 1 hour initial call back response time for the rate of One Hundred Dollars (\$100.00) per computer, per month.~~

5) Indemnification:

- a) Davidson County agrees to hold Denton, its agents and employees free, harmless, and indemnified from risk against any and all claims, suits, or causes of actions arising from or in any way out of the performance of the terms of this Memorandum of Understanding.
- b) Denton shall hold Davidson County, its agents and employees free, harmless and indemnified from any and all claims, demands, suits and causes of action for and in favor of itself arising from or in any way out of the performance of the terms of this Memorandum of Understanding.

6) Personnel:

Davidson County shall appoint all personnel necessary to the execution of the undertaking of this Memorandum of Understanding. The jurisdiction, authority, rights, privileges and immunities (including coverage under the workers' compensation laws) which the officers, agents and employees of Davidson County enjoy shall also be enjoyed by them when they are acting pursuant to this Memorandum of Understanding and within the scope of their authority or the course of their employment.

7) Amendments:

No modification, amendment or addition to this Contract shall be valid or enforceable unless in writing and signed on behalf of Davidson County and Denton.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the date and year first written above.

DAVIDSON COUNTY

By: _____
Chairman
Board of Commissioners

Attested to:

Clerk to the Board of Commissioners

TOWN OF DENTON

Larry D. Ward
Mayor

Attested to:

Angel Jenkins
Clerk to the Board

ACKNOWLEDGEMENT FOR COUNTY

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

I, _____, a Notary Public, in and for the said County and State, certify that _____, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners of Davidson County, a body politic and corporate existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by _____, as its Chairman, sealed with its seal, and attested by herself as the Clerk to the Board of Commissioners.

WITNESSETH my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT FOR TOWN OF DENTON

STATE OF NORTH CAROLINA

COUNTY OF DAVIDSON

I, _____, a Notary Public, in and for the said County and State, certify that _____, who, being by me duly sworn, says that she is the Clerk to the Denton Town Board, a municipal corporation of Davidson County existing under the laws of the State of North Carolina and acting through its Town Board, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by _____, as its Mayor, sealed with its seal, and attested by herself as the Clerk to the Town Board.

WITNESSETH my hand and notarial seal this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

PRE-AUDIT CERTIFICATE

This Contract has been pre-audited by the Town Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer