



COUNTY OF BARNSTABLE
INFORMATION TECHNOLOGY
DEPARTMENT
3195 MAIN STREET
OLD JAIL BUILDING
BARNSTABLE, MASSACHUSETTS 02630

DATE: June 11, 2015
TO: Barnstable County Commissioners
FROM: William Traverse, IT Director 
RE: New Special Revenue Fund Request

The IT Department seeks to obtain permission to set up a special revenue fund account for the purpose of receiving funds from the Towns for implementation costs associated with the onboarding process to County-hosted IT services.

I would be pleased to appear before you at your next meeting on June 17, 2015, to discuss this in greater detail, as the timing of this arrangement is critical.

Background:

The Town of Chatham has requested IT services relative to migrating their existing telephone and email systems to regional IT hosted services provided by Barnstable County.

This endeavor will entail having the Town of Chatham to provide funding for their one-time implementation costs to a County-held contract with a Massachusetts State Contract vendor.

The special fund will be used to receive payments from Chatham, and in turn, the Barnstable County Treasurer will then pay the vendor from these monies. A small administrative fee will be applied to account for any overhead that will be incurred on the part of Barnstable County. Post-implementation, ongoing fees for the hosted services would then be handled under a separate contract between the County and the Town.

This arrangement will be advantageous for both the County and the Town in the future for software licensing for not only Chatham but for additional towns.

I respectfully request that you vote to set up a special fund account for the purpose of receiving monies from Towns for the brokering of these initial implementation costs in order to provide perpetual IT service hosting.

Thank you.

Barnstable County Commissioners:

Sheila Lyons, Chair

Mary Pat Flynn, Vice-Chair

Leo Cakounes, Commissioner

Date: _____

**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY IMPLEMENTATION AND MIGRATION SERVICES
BETWEEN BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM**

This Agreement is made and entered into this 17th day of June, 2015, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the County of Barnstable, a Massachusetts governmental unit with a mailing address of 3195 Main Street, Barnstable, Massachusetts (hereinafter referred to as "Barnstable County"), and the Town Chatham, a Massachusetts municipal corporation with a business address of 549 Main Street, Chatham, MA 02633 (hereinafter referred to as "Town").

PART I

RECITALS

WHEREAS, Barnstable County and the Town have determined that they share a need for information technology services;

WHEREAS, Barnstable County and the Town have determined that the sharing of the benefits and costs of information technology services would be beneficial to both communities;

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including but not limited to terms of cooperation and obligations of each municipality relative to the cost of the services described herein; and

WHEREAS, each of the parties has been authorized to enter into this Agreement in accordance with G.L. c. 40, §4A, as evidenced by the execution of this Agreement by the Town's Board of Selectmen and the Board of County Commissioners of Barnstable County.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, Barnstable County and the Town agree as follows:

PART II

SCOPE OF SERVICES

Barnstable County shall deliver the Town with information technology related goods and services, from a sanctioned vendor or vendors, to perform upgrades necessary for the Town to migrate to County-hosted Unified Communications (telephone system) and County-hosted Email infrastructure as shared regional services.

PART III

PAYMENT FOR SERVICES

A. The Town shall pay to Barnstable County for goods and services brokered, as described in Part II of this agreement, as follows:

1. Engineering services for Unified Communications implementation: **Total not to exceed \$23,000.00**
2. Engineering services, Email implementation: **Total not to exceed \$5,000.00**
3. Software licensing and maintenance for Unified Communications: **Total not to exceed \$19,000.00**
4. Project management fee: **Total not to exceed \$880.00**

C. The time period shall commence on June 17th, 2015 and continue through January 1, 2016.

D. The Fee may be adjusted by an amendment to this Agreement for any subsequent time periods or portions thereof as may be mutually agreed-to by the parties.

E. The Fee shall be invoiced to the Town upon County's receipt of invoice from third-party vendor, and shall be due and payable within thirty (30) days thereafter.

F. The Invoice shall be accompanied by documentation of original bill of time and materials from third-party vendor.

PART IV

GENERAL PROVISIONS

A. The term of this Agreement shall commence on **June 17th, 2015** and shall expire on **January 1st, 2016**. This Agreement shall remain in effect until terminated by the parties as set forth herein.

B. The Agreement may be extended for one or more 6-month terms (not to exceed a total contract length of five (5) years), by mutual written agreement by the parties in the same manner as original execution. Such renewal shall be executed at least thirty (30) days prior to the end of the term of the Agreement or any extensions thereof.

C. This Agreement may be terminated by either party by giving written notice to the other party. If the Agreement is terminated by Barnstable County, it shall provide the Town with written notice and the Town and Barnstable County shall, within fourteen (14) days of the Town's receipt of such notice from Barnstable County, jointly agree on a schedule for winding down services provided herein. Said schedule shall allow the Town at least 30 days to make alternative arrangements to serve its information technology needs.

D. No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

E. This Agreement shall not be modified or amended except by a written document by the parties. Unless a particular provision of this Agreement specifies otherwise, any modifications or amendments shall be executed by the Board of Selectmen in the Town and the Barnstable County Commissioners.

F. Any employees of Barnstable County performing services pursuant to this Agreement shall not be considered employees of the Town for any purpose and such employees shall remain employees of the Barnstable County for purposes of employee compensation and benefits, including insurance, liability insurance and workers' compensation insurance. While in transit to, returning from and providing services in the Town pursuant to this Agreement, employees of Barnstable County shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of Barnstable County. Barnstable County shall be solely responsible for providing to, and maintaining for, each of its employees who provide services pursuant to this Agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in Barnstable County's jurisdiction.

G. To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees, including travel, while providing services pursuant to this Agreement, and Barnstable County shall maintain appropriate insurance coverage for liability arising from the subject matter of this Agreement. To the extent permitted by law, the Town agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town or its employees arising from the performance of the Town's obligations under this Agreement.

H. Barnstable County shall ensure that its employees use due care when using the Town's equipment and facilities and it shall make all reasonable efforts to preserve the Town's data and to prevent loss thereof. Barnstable County shall also make all reasonable efforts to prevent security breaches and unauthorized use of the Town's data. In the event of a security breach, Barnstable County shall provide notice to the Town as soon as practicable and without unreasonable delay and cooperate with the Town in order to determine whether notice must be provided in accordance with G.L. c. 93H.

I. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand, by electronic mail or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when received by the recipient when delivered by hand or electronically mail, when deposited with the U.S. Postal Service when delivered by mail or, when deposited with the delivery service, if sent by private overnight or other delivery service.

J. Barnstable County, by and through its Information Technology Department staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Barnstable County shall maintain accurate and comprehensive records of all costs incurred by or on account of its provision of service to the Town, and all reimbursements and contributions received from the Town.

K. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

L. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

M. The paragraph headings and titles herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

N. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

O. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____

Chatham Board of Selectmen:

Date: _____



Town of Chatham

Office of the Selectmen
Town Manager
549 Main Street
Chatham, MA 02633



Jill R. Goldsmith
TOWN MANAGER

Tel: (508) 945-5105
Fax: (508) 945-3550
www.chatham-ma.gov

June 11, 2015

William Traverse, Director
Barnstable County IT Department
3195 Main Street
Barnstable, MA 02630

Re: Non-Binding Letter of Intent to contract with Barnstable County for Regional IT Services

Mr. Traverse:

I am pleased to convey the Town of Chatham's intent to contract with the Barnstable County for Information Technology (IT) services.

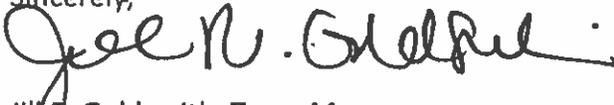
As you know Information Technology is becoming increasingly vital to daily operations for most organizations and municipalities. We are excited by the opportunity to enhance our IT operations through a shared regional platform.

After consideration of several services and related pricing estimates, we are interested in developing a contractual relationship that would allow us to allocate funding for the following key services:

1. Hosted Unified Communications/telephone system infrastructure
2. Hosted Email
3. Technical support for the implementation and onboarding process

Additional services such as server hosting, disaster recovery, data storage, and project assistance may also be of interest to us in the future. Thank you in advance for your assistance. Should you have any questions, please contact me at jgoldsmith@chatham-ma.gov or 508.945.5105.

Sincerely,


Jill R. Goldsmith, Town Manager

Cc: Michael Brillhart, Barnstable County Administrator
✓ Bob Lawton, Interim Director of Finance, Barnstable County