

NORTH CAROLINA  
ONSLOW COUNTY

INTERLOCAL AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between ONSLOW COUNTY, a body politic of the State of North Carolina, (hereinafter referred to as "Onslow County"), and the Town of Swansboro, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as the "Town");

WITNESSETH

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes Onslow County and the Town to enter into local agreements in order to execute any understanding on behalf of one another; and

WHEREAS, the governing bodies of both of the parties to this Agreement have found and determined that it is in the public interest and for the public benefit for Onslow County to provide those services outlined in **Attachment A** to the Town; and

WHEREAS, the governing bodies of both of the parties to this Agreement have found and determined that it is in the public interest and for the public benefit for Town to provide those services outlined in **Attachment B (N/A)** to Onslow County.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the party hereto agree as follows:

1. Onslow County shall provide those services to the Town as outlined in Attachment A.
2. The Town shall provide those services to Onslow County as outlined in Attachment B (N/A).
3. The Parties agree to provide the services under this Agreement at no cost to each other, unless otherwise indicated in either Attachment A or Attachment B (N/A).

4. This Agreement shall be effective on the 1<sup>st</sup> day of October, 2025 and will automatically renew on a year to year basis, unless either the Town or Onslow County provides written notice of their intent to terminate this Agreement. In such case, the Agreement will terminate thirty (30) days from the date of the termination notice.
5. Each Party agrees to hire, maintain, and supervise a sufficient number of personnel to timely and competently provide the services under this Agreement.
6. The services detailed on Attachment A or Attachment B (N/A) may be amended by the managers of the respective parties so long as any amendments are ratified by resolution of the governing board of each unit at the next available agenda of each of the parties.
7. All persons acting on behalf of the Town in providing services under this Agreement shall be treated as employees and/or agents of the Town and must meet all state requirements to accomplish the duties described herein. Onslow County shall not be responsible nor liable for any claims against persons or the Town relative to the services covered under Attachment B (N/A) of this Agreement. To the extent allowed by applicable law, the Town specifically covenants and agrees to assume all liability for any act committed by any person employed or acting on behalf of the Town in providing services pursuant to Attachment B (N/A) of this Agreement and further agrees to fully and wholly hold harmless and indemnify Onslow County for all costs of litigation including damages, awards, penalties, payment of attorney fees or other costs incurred by Onslow County as a result of said act or acts.
8. All persons acting on behalf of Onslow County in providing services under this Agreement shall be treated as employees and/or agents of Onslow County and must meet all state requirements to accomplish the duties described herein. The Town shall not be responsible nor liable for any claims against persons or Onslow County relative to the services covered under Attachment A of this Agreement. To the extent allowed by applicable law, Onslow County specifically covenants and agrees to assume all liability for any act committed by any person employed or acting on behalf of Onslow County in providing services pursuant to Attachment A of this Agreement

and further agrees to fully and wholly hold harmless and indemnify the Town for all costs of litigation including damages, awards, penalties, payment of attorney fees or other costs incurred by the Town as a result of said act or acts.

9. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to Onslow County or to the Town, their governing boards, officials, employees, agents, or anyone else having immunity due to their relationship with Onslow County or the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals as of the day and year written above, \_\_\_\_\_, 2025.

ONSLOW COUNTY

By: \_\_\_\_\_ (seal)  
\_\_\_\_\_, Chairman  
Onslow County Board of Commissioners

Attest: \_\_\_\_\_ (seal)  
\_\_\_\_\_, Clerk to the Board

TOWN OF SWANSBORO

By: \_\_\_\_\_ (seal)  
\_\_\_\_\_, Mayor

Attest: \_\_\_\_\_ (seal)  
\_\_\_\_\_, Town Clerk

## Swansboro ITS Support

### Support

- 8a-5p weekday (standard) support – County staff will provide basic technical support to keep Swansboro technology operational by using both remote and on-site assistance as required. Technical support will be provided for the software platforms currently in use by the County, including:
  - RMS
  - Microsoft 365
  - Windows Operating System
  - Internet browsers
  - Any other software currently in use by the Town. A list of software covered will be provided, as there are periodic changes.
- After-hours support – After-hours support should be limited to resolution of issues that are necessary for the continuation of public safety or other essential services. A back up computer should be maintained in good working order and available in such circumstances.
- County staff will provide guidance and support on system innovations, software upgrades, hardware purchases, and replacement schedules.
- Onboarding/offboarding – Training will be available to Swansboro staff to perform necessary changes such as creation of accounts, group assignments, and disabling of accounts.

### Hardware

- All supported hardware must meet County defined minimum specifications.

### Security/Internet

- All internet traffic will be directed through the County's cyber security controls
- Email security will be paid for separately by Swansboro
- Additional endpoint protection, VPN or other licenses may be required
- Security will be maintained so that it could be easily maintained by Swansboro if endpoint support is discontinued with the County

### Training

- County staff will provide four in-person training sessions annually, on a predetermined basis, for Swansboro staff on supported software platforms.
- County staff will provide Swansboro with access to videos of training provided to County staff as they become available.

## Strategy

- IT perspective and support will be available on contracts that have technology impacts.
- Assistance will be available with planning for technology-based CIP solutions for Swansboro.
- Overall cybersecurity assistance will be available, as well as cybersecurity testing using automated penetration and assessment tools.

## Cost

The County annual flat rate fee for the services described herein of **\$25,000**. Said amount shall be paid prior to the commencement of the County being to provide the IT support called for herein, and thereafter paid annually for each year support continues pursuant to this Agreement.

Additionally, migration to the County's systems will require several up-front purchases, which shall be bourn by the Town. These include:

Product	Users	Price Per User	Total
Sophos MDR Endpoint	60	100	\$6,000
Sophos MDR Server	5	200	\$1,000
Logmein	60	30	\$1,800
Logmein - Servers	5	30	\$150
Meraki MX75			\$1,900
<b>TOTAL:</b>			<b>\$10,850</b>

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