AGREEMENT

This agreement made the _____ day of _____ by and between:

Columbia County, a municipal corporation organized pursuant to the laws of the State of New York with offices at 401 State Street, Hudson, New York 12534 "Party of the First Part" hereinafter referred to as the "County;" and

Town of New Lebanon , a municipal corporation organized under the laws of the State of New York, with offices at PO Box 328, 14755 Route 22 North, New Lebanon, NY 12125, "Party of the Second Part" hereinafter referred to as the "Municipality."

WITNESSETH

WHEREAS, each party may lawfully engage in performing the duties and services here and below described as a municipal function; and

WHEREAS, both parties desire to enter into an agreement pursuant to General Municipal Law §5-G, it is hereby agreed as follows:

1. That the term of this agreement shall be for a period of one year nunc pro tunc January 1, 2024 to and through December 31, 2024.

2. That in consideration of the mutual promises and the consideration set forth herein, the County, by and through its Department of Management Information Services (MIS) will provide computer related services to the Municipality as set forth with specificity as follows:

3. The County will provide the Municipality with technology training, create or enhance existing network and information security, provide software and hardware support as practicable or alternatively serve as a technical liaison between the Municipality and vendor supplied support, provide remote and on-site troubleshooting/"help desk" services and serve as a consultant for development and planning of hardware and software applications. The County also shall, as practicable and within the bounds of law, permit the Municipality to "piggyback" on County bids for hardware, software and support services.

4. The County shall install and remove hardware and software and provide wiring services except that the County will not perform any drilling, structural modification or construction of any nature that may be necessary in providing networking and connectivity services.

5. *The County will perform a 'Health Assessment' on a monthly basis. This will include routine monthly maintenance window for firewall firmware updates. This monthly assessment will take no more than ½ hour per month and will be charged as such.*

6. Columbia County MIS has vetted out hardware and software that we deem the most reasonable to work with and those items will be our recommendations to municipalities. Should a municipality

have or decide to purchase hardware and/or software other than what is recommended, Columbia County MIS reserves the right to refuse tech support of those items.

7. The Municipality shall pay the County $70.00 per hour for the services rendered herein, billed in 15 minute increments. The Municipality will forward to the County MIS an incident ticket when services are required, detailing the problem or services requested. The County will respond within four hours upon receiving the incident ticket except on weekends, holidays or when an emergency with the County computer system is occurring.

8. The Municipality agrees to defend, indemnify and hold the party of the first part harmless from any and all claims arising out of the services provided under this agreement.

9. Either party may terminate this agreement upon 30 days prior written notice.

10. Both parties warrant to the other that they maintain all necessary insurance including but not limited to liability, including motor vehicle coverage and workers compensation insurance.

11. Both parties hereby warrant to the other that they do not discriminate on the basis of race, color, natural origin, sex, religion, age or disability in employment or the provision of services.

IN WITNESS WHEREFORE, the parties hereto have set their hands and seals the day and year above first written.

_____
Columbia County
By: Matt Murell, Chairman
      Columbia County Board of Supervisors

_____
Town of New Lebanon
By: Supervisor Tistrya Houghtling