

# 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 the

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, 2025 to and through December 31, 2025.
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 reserves the right to conduct both routine and unscheduled maintenance to implement essential updates and security enhancements as necessary to ensure optimal system performance and protection. MIS reserves the right to perform system health assessments as deemed necessary to ensure optimal performance and operational integrity.*

6. *The parties acknowledge that software and technology are continually evolving. As such, MIS reserves the right to assess, update, modify, or replace software and technology systems as deemed necessary to ensure efficiency, security, and functionality. MIS may implement changes or upgrades to address obsolescence, performance issues, or emerging business needs without prior notice, provided that reasonable efforts are made to minimize disruption to operations. Any significant software changes will be communicated to all relevant parties in advance, whenever possible.*
7. *The Municipality shall pay the County \$75.00 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.

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Columbia County  
By: Matt B. Murell, Chairman  
Columbia County Board of Supervisors

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Town of New Lebanon  
By: Supervisor Tistrya Houghtling