

RESOLUTION NO. 23-367

AUTHORIZING THE CHAIRMAN TO MODIFY AGREEMENTS WITH MADISON COUNTY MUNICIPALITIES FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, Madison County Information Technology department can provide Information technology services to municipalities in Madison County; and

WHEREAS, the following municipalities are receiving and or wish to receive Information Technology services;

City of Oneida	Town of Madison
Town of Brookfield	Town of Nelson
Town of Cazenovia	Town of Smithfield
Town of DeRuyter	Town of Stockbridge
Town of Eaton	Town of Sullivan
Town of Fenner	Village of Wampsville
Town of Georgetown	Village of Morrisville
Town of Hamilton	Village of Canastota
Town of Lebanon	Village of Cazenovia
Town of Lenox	Village of Chittenango
Town of Lincoln	Village of Hamilton
Canastota Police	Chittenango Police
City of Oneida Police	Hamilton Police
Cazenovia Police	Morrisville College Police

WHEREAS, an Inter-Municipal Agreement Resolution 23-71 was to be signed by each interested municipality for the 2023 calendar year; and

WHEREAS, the County shall then have the option to renew the Agreement(s) for four one year periods; and

WHEREAS, the cost of said service is revised from \$100.00/computer/month up to 10 computers and \$150.00/computer/month for 11-20 computers to the updated service cost of \$75.00/computer/month;

WHEREAS, a Modification Agreement to update service cost has been reviewed and approved by the Government Operations Committee, and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby authorizes the Chairman to modify an agreement on behalf of Madison County with each of the various municipal agencies as listed as is on file with the Clerk of the Board.

Dated: October 10, 2023

Paul H. Walrod, Chairman

Paul H. Walrod Chairman
Government Operations Committee

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, is hereby executed between MADISON COUNTY, a municipality of the State of New York, by Joseph J. Pinard, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter "County", and the TOWN OF EATON, a municipality of the State of New York, with principal offices at 35 Cedar Street, PO Box 66, Morrisville, NY 13408, hereinafter called the "Town";

WITNESSETH:

WHEREAS, the County and the Town desire to enter into an inter-municipal Agreement in which the County would provide Information Technology services from its Information Technology Department to the Town; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. TERM

The term of this Agreement shall be for an initial period, with the provision of services commencing on January 1, 2024, and extending through December 31, 2024, unless sooner terminated pursuant to the terms and conditions of this Agreement. *Thereafter, this Agreement as per resolution may be automatically renewed one time, and each renewal term shall be for a period of one year.*

This Agreement may be terminated without cause, by either party, by giving ninety (90) days' written notice of termination to the other party. In the event of early termination, compensation to the County shall be for services actually provided to the Town under this Agreement.

2. SCOPE OF SERVICES

Examples of services that the County shall provide are outlined in *Schedule A* attached hereto and made a part hereof. Additional prerequisites are also outlined in *Schedule A*. The County Information Technology Department shall report directly to the Town Supervisor, or his or her designee.

3. COMPENSATION & PAYMENT

Payment Terms: Net 30 days

Costs are outlined in *Schedule B*, which is attached hereto and made a part hereof.

4. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly

or indirectly from the performance, of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents.

The Town covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Town's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from misfeasance, omission of duty, negligence or wrongful act on the part of the Town, its employees or agents irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of Town, its employees or agents.

Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires each party to obtain proof of Workers' Compensation insurance coverage, self-insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the other party on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

5. **INSURANCE**

The County and Town shall maintain the following insurance coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York.

Commercial General Liability coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

6. **ASSIGNMENT**

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest in this Agreement, or its power to execute this Agreement, to any other person or entity without the previous consent in writing of the other party.

7. **APPROPRIATIONS**

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by either party beyond monies appropriated and available for the purpose thereof. Provided, however, that in the event appropriations are not made available for the purpose of this Agreement by the Town shall result in termination of this Agreement by the County at the start of any fiscal year in which appropriations are not made.

8. **AGREEMENT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by the County and the Town.

9. **SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. **CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

11. **STATUTORY COMPLIANCE**

In acceptance of this Agreement, the parties covenant and agree to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

12) **INDEPENDENT CONTRACTOR**

For the purposes of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the Madison County, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

[signature page follows]

IN WITNESS WHEREOF, the County and Town have executed the writing of this Agreement on the dates hereinafter written.

MADISON COUNTY

By: _____
Joseph J. Pinard
Chairman, Board of Supervisors

DATE: _____

State of New York)
County of Madison)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared Joseph J. Pinard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chairman, Board of Supervisors, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

X _____

By: Joe Wicks
Supervisor
Town of Eaton

DATE: _____

State of New York)
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____, and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public

Schedule A: Scope of Services

Examples of services include Anti-Virus, Backups, MFA, Wireless Duress Systems, Patching, Vulnerability Scanning, Networking, Computer Security, Phones, Firewalls, Technology Consulting, Compliance, Help Desk, Hosted Servers, and Hardware.

If the Town is also utilizing an additional IT company for IT services, some Madison County services may not be able to be delivered. Response times may be affected and will be dependent on accessibility, permissions, cooperation and compatibility of said company's hardware/software. All equipment that will communicate with the County network must have up to date, supported, and patched firmware, software, operating system, and anti-virus.

Schedule B: Compensation & Payment

1. IT services will be billed monthly based on the number of computers that Madison County Information Technology will be servicing.

The cost will be \$75.00/computer/month.

Additional Charges:

- Servers (2 cores, 16GB RAM, 100GB HD) will be \$150.00/month.
- Phones will be \$4.00/month per phone. For phone service, the County must have full administrative control of firewalls and switches.

2. Equipment and software purchases will be billed at an "at cost" price of the item.

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WITNESSETH:

WHEREAS, the County and the Town desire to enter into an inter-municipal Agreement in which the County would provide Information Technology services from its Information Technology Department to the Town; and

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2. SCOPE OF SERVICES

Examples of services that the County shall provide are outlined in *Schedule A* attached hereto and made a part hereof. Additional prerequisites are also outlined in *Schedule A*. The County Information Technology Department shall report directly to the Town Supervisor, or his or her designee.

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MADISON COUNTY

By: _____

DATE: _____

Chairman, Board of Supervisors

State of New York)

County of Madison)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chairman, Board of Supervisors, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

X

By: Joe Wicks

DATE: _____

Supervisor

Town of Eaton

State of New York)

County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____, and that by his/her signature on the instrument, the individual executed the instrument.

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