

MUNICIPAL COOPERATION AGREEMENT
INFORMATION TECHNOLOGY

This agreement made this 1st day of January, 2024, is between the Town of Pendleton, a municipal cooperation of the State of New York with offices at 6570 Campbell Boulevard, Lockport, New York 14094 (hereinafter referred to as "TOWN") and the County of Niagara, a municipal subdivision of the State of New York with offices at 175 Hawley Street, Lockport, New York 14094 (hereinafter referred to as "COUNTY").

WHEREAS, the TOWN and the COUNTY have determined that there is a mutual benefit derived by the parties from sharing technologies, licensing, and utilizing the same hardware and/or software products and vendors in connection with Information Technology ("IT") matters; and

WHEREAS, the expertise and insight of the COUNTY's Director of Information Technology and its IT staff may provide benefit to the TOWN and enable it to avoid directly hiring similar positions; and

WHEREAS, the IT functions that the COUNTY's staff may be able to assist with as they relate to the TOWN's IT requirements are described in the Job Description approved by the COUNTY, a copy of which is annexed hereto as Schedule A, together with those matters that are the responsibility of the TOWN and not the COUNTY; and

WHEREAS, the Director of Information Technology and support staff shall remain the employees of the COUNTY and, notwithstanding this agreement, neither the Director of Information Technology nor the support staff shall become an employee of the TOWN; and

WHEREAS, the COUNTY desires to support the TOWN's IT requirements by and through providing the services of the COUNTY's IT support staff, as assigned by the Director of Information Technology, in exchange for the TOWN sharing the costs and expenses associated with said services provided by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this agreement, the COUNTY and TOWN hereby agree as follows:

1. **TERM.** The term of this agreement shall be for a period of one (1) year, with an option to renew for up to four (4) additional periods of one (1) year upon mutual consent of the parties. The initial term shall commence on January 1, 2024 and shall terminate on December 31, 2024 (the "Termination Date").

Either party may seek to renew this agreement by providing written notice of its intent to do so not less than ninety (90) days prior to the Termination Date. Any such renewal will be subject to the mutual consent of the parties, shall be under the same terms and conditions of this agreement and shall be for an additional period of one (1) year unless otherwise agreed-upon.

Either party may also terminate this agreement at any time without cause by providing six (6) months' prior written notice to the other party at the address set forth hereinabove.

2. PAYMENT. The TOWN shall reimburse the COUNTY for the expense associated with any COUNTY employee who provides services to the TOWN, said expense to be calculated based upon the Total Cost of the applicable employee that provides said services. Total Cost shall include the wage and benefits as provided by the COUNTY to the applicable employee at the time of this agreement (See **Schedule B**), FICA, any NYS Retirement benefits, any Workers Compensation costs (direct or indirect), and any incidental costs (such as travel, training, conferences, etc.).

COUNTY employees shall keep track of the number of hours they expend in providing services to the TOWN and itemize same in the quarterly invoices referenced in Section 8 below.

3. COST OVER-RUNS. The parties agree that no additional monies shall be due from either party without the mutual consent of both parties.
4. EXECUTION. The COUNTY and TOWN agree to execute any and all necessary confidentiality agreements, licenses, certifications or reimbursement requests relative to this agreement.
5. PROJECT DESCRIPTION. The COUNTY agrees to take reasonable efforts to limit the expenditure of money to be paid by the TOWN to the COUNTY pursuant to this agreement. Both parties expressly acknowledge that the COUNTY's Director of Information Technology and IT staff have significant responsibilities in connection with the COUNTY's IT requirements, and that while the COUNTY will make every effort to assist the TOWN with its IT requirements there may be times when priorities are such that the COUNTY has limited availability to do so.
6. WORK RESPONSIBILITIES AND REPORTING. The responsibilities and duties of the COUNTY's IT staff shall be consistent with those set forth in **Schedule A** and will be specifically determined on an ongoing basis by the Director of Information Technology and/or Manager of the COUNTY. In the event that there are concerns on the part of the TOWN relative to the responsibilities and/or duties of the COUNTY's IT staff as they relate to the TOWN and its expectations under this agreement, then the Director of Finance shall discuss same with the Director of Information Technology and/or the Supervisor of the TOWN shall discuss same with the Manager of the COUNTY and determine whether any modifications to this agreement or the approach of the IT staff is necessary.
7. AMENDMENTS. Changes to the IT staff's duties and budget shall not be effective relative to this agreement without the prior written approval of the COUNTY and TOWN. Such approval will be granted provided that the changes are not substantive and do not alter the

scope, intent or basic elements of the employment or duties of the IT staff. Any changes which are deemed to be substantive or to alter the scope, intent or basic elements of the employment or duties of the IT staff must be implemented by an amendment to this agreement.

8. PAYMENT PROCESS. The COUNTY shall issue invoices each quarter, accompanied by such receipts and documents verifying expenditures made to the applicable COUNTY employee(s). The TOWN shall reimburse the COUNTY within thirty (30) days of receipt of each invoice.
9. RECORD. The COUNTY shall keep accurate and separate books and records of all receipts and disbursements of all funds attributed to this agreement, and shall produce such records for examination at such reasonable times as shall be deemed necessary by the COUNTY, TOWN or the State Comptroller. Records must be maintained so that they may be provided for examination at any time during the employment of the applicable COUNTY employee(s), and for a period of six (6) years following final termination of this agreement.
10. TERMINATION. The COUNTY shall provide information technology services as set forth in this agreement, and failure of the COUNTY to render satisfactory services to the TOWN may be deemed a cause for the suspension or termination of this agreement. In the event the COUNTY or the IT staff shall be deemed to have failed to provide services to the TOWN for any reason other than a national emergency or an Act of God, this agreement shall terminate. In such case, the TOWN shall reimburse the COUNTY for only its share of outstanding invoices and hours not billed up to and including the day of the termination of this agreement.
11. INDEMNIFICATION. The COUNTY and the TOWN agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this agreement. The parties further agree to defend at their own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this agreement. In cases of disaster due to "acts of god" or other TOWN system or equipment failure, COUNTY is not financially responsible for replacement of components or time and materials associated with this agreement.
12. NON-DISCRIMINATION. The COUNTY and the TOWN shall not in any way under this agreement discriminate against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
13. APPROVALS. This agreement shall not take effect until it is approved by the Town Board of the Town of Pendleton and the Niagara County Manager.

IN WITNESS WHEREOF, the TOWN and the COUNTY have executed this agreement on the day and date indicated below.

Date: _____, 2023

TOWN OF PENDLETON

By: _____

Approved as to Form

Town Attorney

Date: _____, 2023

COUNTY OF NIAGARA

By: _____
Niagara County Manager

Approved as to Form



County Attorney

SCHEDULE A

INFORMATION TECHNOLOGY SUPPORT

A. Information Technology Supported Services

1. General Responsibilities:
 - a. The COUNTY will set up, and generally monitor* TOWN information technology equipment.
2. Network Administrator Related:
 - a. The COUNTY will provide a network administrator resource to support TOWN supplied network equipment, and servers, in the designated TOWN building area. The network administrator will manage, monitor, customize, update, and upgrade the network systems as needed;
 - b. The TOWN primary or secondary contact and COUNTY Network Administrator resource and/or Director of Information Technology will determine an agreed upon date and time prior to implementation should a systems outage or restart be required to resolve an issue or the application of updates; and
 - c. The COUNTY will provide network user account setup and maintenance. TOWN Clerk or designee will provide review and approval for user account requests.
3. Database Administrator:
 - a. The COUNTY will provide sql database support (e.g. database upgrades, updates, fixes patches) as necessary to the TOWN's database; and
 - b. The COUNTY will create test databases upon an agreed-upon schedule, however, the TOWN will be responsible for all testing – the COUNTY will not perform any testing on TOWN database(s).

* The monitoring of the TOWN's equipment will be limited to the receipt of error messages or other basic operating deficiencies (such as machine failure). Any trouble shooting will require the TOWN to contact the COUNTY to determine an acceptable time to access the equipment remotely or on-site with the proper supervision or assigned agent.
4. Personal Computer Related:
 - a. The COUNTY will set up and install supported end user computing devices (pc, laptop, tablet) and printers (the TOWN's personal computers will be required to use the same brand/type as COUNTY's web filters and Anti-Virus program(s) to reduce the risk or impact of a cybersecurity event;

- b. The COUNTY will troubleshoot and repair computer hardware and operating system issues; and
 - c. COUNTY support will be provided remotely unless on-site assistance is deemed necessary by COUNTY information technology personnel to resolve the issue.
5. E-mail Related:
- a. The TOWN will obtain its own E-mail licenses; and
 - b. COUNTY will provide E-mail user account setup and maintenance. TOWN Clerk or designee will provide review and approval for user account requests.
 - c. The TOWN will obtain email system approved by COUNTY
6. Application Support:
- a. The COUNTY may, from time-to-time, identify applications that it currently utilizes that may be of use to the TOWN (e.g. Tax Collection, RPS, GIS) and in the future the parties may work toward facilitating the TOWN's use of one or more of said applications.

B. Non-COUNTY Supported Services:

1. General Responsibilities:
- a. The TOWN will provide to the COUNTY primary, secondary, and vendor contact information including telephone, mobile, and E-mail address. The contact information will be used by COUNTY IT personnel when necessary to resolve issue(s).
 - b. Only COUNTY supported / approved hardware and software will be supported; and
 - c. The TOWN will submit support requests using the COUNTY helpdesk system.
2. Database Related:
- a. The TOWN will implement licenses and other software related requirements without assistance from the COUNTY;
 - b. The TOWN is responsible for all testing on its databases;
 - c. The TOWN is responsible for the backing up of all information on its databases; and

d. The TOWN is responsible for the printing of all reports and checks, as required.

3. Personal Computer Related:

- a. The TOWN will directly purchase all of its computing devices (personal computers, laptops, tablets, and printers) and warranties;
- b. The TOWN will provide all replacement parts required to repair computing devices; and
- c. The TOWN's computing devices will not use the COUNTY network.

4. E-mail Related:

- a. The TOWN will obtain its own E-mail licenses; and
- b. The TOWN will obtain email system approved by COUNTY

5. Network Related:

- a. The TOWN will need to provide its own Microsoft AD server to log into;
- b. The TOWN will need to provide for a feasible communication link from its building(s) to the internet facility that houses the network equipment; and
- c. The TOWN will repair communication link should outage or failure occur.

SCHEDULE B
HOURLY RATES
INFORMATION TECHNOLOGY STAFF

1. The COUNTY will provide support during regular office hours Monday – Friday, excluding holidays at the Hourly rate in SCHEDULE B Figure 1. Support outside of normal hours will be limited however, should resources be available, overtime or holiday rates would apply as shown in SCHEDULE B Figure1.
2. The rates in SCHEDULE B Figure 1 represent the 2024 costs for each job category. The rates will be reviewed annually by the COUNTY and revised to reflect the costs in each job category for the new year.

Figure 1

	Network Administrator	Database Administrator	Jr. Network Administrator
Hourly Rate	\$70.25	\$57.29	\$44.49
Overtime Rate	\$105.38	\$85.93	\$66.73
Holiday Rate	\$175.63	\$143.22	\$111.21