

AGREEMENT RENEWAL/EXTENSION

THIS AGREEMENT RENEWAL, made this 1st day of January, 2025, by and between the COUNTY OF NIAGARA, NEW YORK (hereinafter “County”), having a principal place of business at 175 Hawley Street, Lockport, New York 14094, and the TOWN OF PENDLETON with offices at 6570 CAMPBELL BLVD , LOCKPORT,NY,14094.

WITNESSETH:

WHEREAS, the County and TOWN OF PENDLETON entered into an Agreement January 1, 2024; and

WHEREAS, said Agreement contained a provision allowing the parties to renew/extend the Agreement, in writing, for up to four (4) additional periods of one (1) year upon mutual consent of the parties; and

WHEREAS, the County and TOWN OF PENDLETON wish to enter into this AGREEMENT RENEWAL/EXTENSION as a written acknowledgement of their desire to renew/extend their Agreement that was set to expire on 12/31/2024.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties **AGREE** as follows:

1. The term of this AGREEMENT RENEWAL/EXTENSION shall be for one (1) year commencing on or about January 1, 2025 and continuing through December 31,2025.
2. A further renewal may be entered into by the parties in writing for up to three (3) additional one (1) year periods, as previously provided in the original Agreement.
3. With the exception of the provisions explicitly set forth in this AGREEMENT RENEWAL/EXTENSION, including Schedule A of this AGREEMENT RENEWAL/EXTENSION that modify the term(s) of the original Agreement, all provisions in the parties’ original Agreement and any subsequent Amendments/Renewals/Extensions shall remain in full force and effect.
4. This AGREEMENT RENEWAL contains the full understanding of the parties. There shall be no oral representation which shall survive its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first written above.

Niagara County

By _____

Vendor / Professional Service

By _____

Name: _____
(please print)

Title: _____
(please print)

**Approved as to Form
Niagara County Attorney**

By _____

David W. Koplas, Assistant County Attorney
1/29/2025 12:20:20 PM

Schedule A

WORK TO BE DONE AND CONSIDERATION

Schedule B

CONTRACTOR/CONSULTANT'S INSURANCE

Schedule C

INDEMNITY AND SAVE HARMLESS AGREEMENT

Schedule D

PREVAILING WAGE RATES REQUIRED BY LAW

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 Figure 1.
2. The rates in SCHEDULE B Figure 1 represent the 2025 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	Micro Computer
Hourly Rate	\$75.61	\$62.37	\$47.35
Overtime Rate	\$113.41	\$93.55	\$71.02
Holiday Rate	\$189.02	\$155.92	\$118.37