

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE TOWN OF GUILDERLAND

CONTRACT NO. 2023-1078
RESOLUTION NO. 188 OF 2022

This Memorandum of Agreement entered into as of the 30 day of May 2023, by and between the County of Albany, a municipal corporation duly organized under the State of New York, acting by and through its County Executive, and having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Town of Guilderland, a municipal corporation duly organized under the laws of the State of New York, acting by and through its Town Supervisor, and having a principal place of business at 5209 Western Turnpike, Guilderland, New York 12084 (hereinafter, the "Town," and together with the County, may be referred to herein as the "[P]arties.").

WITNESSETH:

WHEREAS, it is a priority of the County to engage in cooperative efforts with other municipal entities in order to provide improved services to their residents; and

WHEREAS, the Town is in need of a site location to use for data backup/recovery; and

WHEREAS, the County possesses the necessary site to assist the Town to properly conduct the aforementioned services; and

WHEREAS, each governing body finds that the performance of this Memorandum of Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement;

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an Agreement with the Town to provide the aforesaid services via Resolution No. 188 of 2022 (adopted June 13, 2022); and

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, the parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide a data disaster recovery site in the Albany County Data Center, located at 112 State Street, Albany, NY 12207, to the Town, for the use of space and fiber connectivity.

1.2 The County shall provide rack space, network connectivity and power in its Data Center.

1.3 The Town shall provide its own equipment to include firewall, switch and data storage, as well as support and maintenance at the aforementioned location, at no cost to the County. The County is not liable for any equipment or the maintenance and support for that equipment as provided by the Town. The Town is responsible for protecting and securing this equipment to include antimalware, security patches, and firmware updates within two (2) weeks of release.

1.4 The Town shall be responsible for the cost of new hardware or services beyond what the County already has in place, including changing the infrastructure to accommodate the Town and keep isolated from the County.

1.5 The Town's physical access to the Albany County Data Center is limited to normal business hours. In an Emergency Disaster Recovery Situation, the County shall work with the Town to provide physical access during non-business hours.

SECTION II. INDEMNIFICATION

The Town shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the Town shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall commence on June 1, 2023 and continue in effect until May 31, 2024.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Andrew Bellinger, Director
Albany County Information Services
112 State Street, Suite 500
Albany, NY 12207

If to the Town of Guilderland:

Peter Barber
Town Supervisor
5209 Western Turnpike
Guilderland, New York 12084

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Town shall maintain insurance in an amount not less than the value of the equipment utilized in the completion of this Memorandum of Agreement.

6.2 The Town shall also maintain insurance for Automobile, Bodily Injury, and Property damage for the equipment utilized in completing this Memorandum of Agreement in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLARS aggregate. The Town will also maintain a minimum of \$1,000,000 in Cyber Liability coverage.

6.3 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.4 The Town shall provide Certificates of Insurance that fulfill the requirements of this Section before the services contemplated in this Memorandum of Agreement are commenced.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below.

The County of Albany

By: _____

Daniel P. McCoy
County Executive

Or

Daniel C. Lynch
Deputy County Executive

6/2/2023

Date

The Town of Guilderland

By: _____

Name: Peter G. Barber
Title: Town Supervisor

5/30/23

Date

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 22 day of June, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 30 day of May, 2023, before me, the undersigned, personally appeared Peter G. Baber, 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/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JESSICA C. MONTGOMERY
Notary Public, State of New York
Qualified in Albany County
No. 01MO6061041
Commission Expires 07/09/2023