

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE CITY OF ALBANY

CONTRACT NO.
RESOLUTION NO.

This Memorandum of Agreement entered into as of the ____ day of ____ 23, 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 City of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its Mayor, and having a principal place of business at City Hall, 24 Eagle St, Albany, NY 12207 (hereinafter, the "City," 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 City is in need of a site location to use for data backup/recovery; and

WHEREAS, the County possesses the necessary site to assist the City 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 City to provide the aforesaid services via Resolution No. ____ of 2022 (adopted ____); 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, to the City, for the use of space and fiber connectivity.

1.2 The County shall provide rack space, network connectivity and power in its specified Disaster Recovery Site.

1.3 The City 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 City. The City 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 City 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 City and keep isolated from the County.

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

SECTION II. INDEMNIFICATION

The City 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 City 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 _____, 2023 and continue until either party gives notice to discontinue.

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 I I

If to the City of Albany, NY

Kathy M. Sheehan
Mayor
24 Eagle Street
Albany, New York 12207

SECTION VI. INSURANCE REQUIREMENTS

6.1 The City 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 City 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 City 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 City 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

Date

The City of Albany

By: _____
Kathy M. Sheehan
Mayor

Date

