

INTER-MUNICIPAL AGREEMENT FOR SHARING OF EQUIPMENT, SERVICES AND MATERIALS

This Agreement, dated April _____, 2018, entered into by and between the City of Niagara Falls, a municipal corporation of the State of New York, with offices at 745 Main Street, Niagara Falls, NY (the "City"), and the Town of Lewiston, a duly organized municipality in the State of New York with offices at 1375 Ridge Road, P.O. Box 330, Lewiston, NY (the "Town").

WHEREAS, the City has as one of its departments the Department of Parks and Public Works which, among other things, has under its control City employees, vehicles and apparatus and materials utilized to maintain municipal roads, highways and buildings ("City Resources"); and

WHEREAS, the Town has as one of its departments a Highway Department which, among other things, has under its control Town employees, vehicles and apparatus and materials utilized to maintain municipal roads, highways and buildings ("Town Resources"); and

WHEREAS, the City and the Town abut one another; and

WHEREAS, the City is occasionally in need of resources owned by the Town and similarly, the Town is occasionally in need of resources owned by the City; and

WHEREAS, the City and the Town wish to memorialize in writing an Agreement and protocol which will allow the City to occasionally make City Resources available to the Town and the Town to occasionally make Town Resources available to the City; and

WHEREAS, both the City and the Town understand and agree that a cost savings may be realized by both the City and the Town by occasionally sharing resources rather than purchasing their own.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the City and the Town hereby agree as follows:

1. The City and the Town agree that on various occasions throughout any year during the term of this Agreement it may be necessary and desirable for the City to utilize Town Resources and it may be necessary and desirable for the Town to utilize City Resources. The parties agree that the protocol for determining if City Resources and Town Resources may be shared will be determined by the City Administrator of the City and the Town Supervisor of the Town, or their designees, on a case by case basis. Both parties will use his or her reasonable discretion in approving or denying a request by the other party for a sharing of resources as well as the extent to which such resources may be shared. It is the expectation of both the City and the Town that the value of any City Resources shared by the City and the value of any Town Resources shared by the Town during any year this Agreement is in place will be approximately equal and that neither party will invoice the other for resources shared during any year except as provided in Section 3 herein.

2. Under any circumstance, the employees of the municipal entity providing the resources shall remain under the full supervision and control of the providing municipality. Each party shall remain fully responsible for their own employees for all matters, including but not limited to salary, insurance, benefits and workers compensation.
3. If a shared resource in the nature of machinery or equipment is damaged or otherwise needs repair arising out of or in connection with either municipality's use of the resource, the municipality utilizing the resource shall be responsible for any repairs or replacements required. Such repairs or replacements will be accomplished within a reasonable period of time given the nature of the repairs or replacements required.
4. To the extent permitted by law, the parties agree to defend and indemnify one another, their officers, and employees and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed as contemplated in this Agreement as well as their officers, employees, agents or contractors provided, however, that such defense and indemnification with respect to such risks shall not apply to the extent they are caused by the negligence or intentional misconduct of the City or the Town's employees or agents.
5. The term of this Agreement shall be for two years, commencing on the date that this Agreement is executed by both parties. It is further agreed that either party may terminate this Agreement by providing the other party with sixty (60) days written notice of such termination. Upon such termination, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such termination.
6. This is an Inter-Municipal Agreement pursuant to Article 5G of the General Municipal Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date that the last of the two parties affixed and dated its signature below.

CITY OF NIAGARA FALLS, NY

Attest:

By: _____
Paul A. Dyster, Mayor

TOWN OF LEWISTON, NY

By: _____
Steve Broderick, Supervisor