

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the “Agreement”) dated the ___ day of _____, 20___, by and between the **TOWN OF NORTH HEMPSTEAD** (the “Town”), a Municipality duly organized and validly existing under the laws of the State of New York (the “State”), with offices located at 220 Plandome Road, Manhasset, New York 11030, and the **[INSERT NAME OF MUNICIPALITY OR DISTRICT]**, (the “[Municipality/District]”), a [municipal corporation/special improvement district] duly organized and validly existing under the laws of the State, with offices located at _____ (the Town and the [Municipality/District] are hereinafter referred to, jointly, as the “Parties”, and individually, as a “Party”).

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, by Resolution No. ___-20___, duly adopted at its meeting held on _____, 200_, the Town Board authorized the Town to enter this Agreement with the [Municipality/District] to provide equipment, labor, or professional services to the [Municipality/District] (the “Services”), or for the purchase of equipment, materials, or supplies (“Personal Property”) on a cooperative basis (“Cooperative Purchasing”), all as same may be agreed to between the Parties (the “Services”); and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the Services and Cooperative Purchasing.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. The Services.

Subject to the provisions of this Agreement, the Town shall provide the Services to the [Municipality/District], and the Parties shall undertake Cooperative Purchasing.

2. Term of Agreement.

(a) The term of this Agreement shall commence on the date hereof and shall expire upon written notice given pursuant to Section 2 (b) hereof.

(b) Each Party has the absolute right to terminate this Agreement at any time by written notice to the other sent no fewer than ten (10) days in advance of the termination date identified in a notice set forth pursuant to Section 7 hereof.

3. Charges for Services.

(a) The Services will be paid by the [Municipality/District] to the Town in accordance with Schedule A, attached hereto and made a part hereof (the "Schedule"). Upon written notice to the District, the Town may revise the Schedule.

(b) From time to time, in its sole discretion, the [Municipality/District] may request Services from the Town by preparing and submitting to the Town, in writing, a proposal (the "Proposal") consisting of a detailed description of the Services requested, and any timetables required for its completion. The Town shall respond with an itemized cost estimate for the Services calculated in accordance with the Schedule (the "Cost Estimate"). Upon the written approval of the Cost Estimate by the [Municipality/District], as given to the Director of the Town's Office of Intermunicipal Coordination, the Town shall begin undertaking and completing the Services in accordance with the Proposal. Following completion of the Services in accordance with the Proposal, the Town shall present to the [Municipality/District], for payment, an itemized bill for same.

4. Status of Employees.

The municipal employees whose Services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees of the Town.

5. Obligation of Town To Insure Employees.

In all cases, the Town shall ensure that each employee is covered by worker's compensation insurance for all activities to be performed pursuant to this Agreement.

6. Policies and Procedures for Cooperative Purchasing.

(a) In its sole discretion, the Town will inform the [Municipality/District], by fax or electronic mail, of its intention to solicit bids for Personal Property, utilizing the form set forth in 'Schedule 'B', attached hereto and made a part hereof (the "Notice of Cooperative Purchasing Opportunity"). The [Municipality/District] may participate in the Cooperative Purchase of such Personal Property by arranging for a duly authorized officer to execute and deliver a completed Notice of Cooperative Purchasing Opportunity to:

Jo-Anne Taormina, Commissioner of Finance
Town of North Hempstead

220 Plandome Road
Manhasset, New York 11030

(b) Execution by a duly authorized officer of the [Municipality/District] of a completed Notice of Cooperative Purchasing Opportunity and delivery of same to the Town in accordance with Section 6 (a) hereof shall constitute execution by the Parties of a cooperative purchasing agreement pursuant to Article 5-G of the General Municipal Law and shall constitute authorization by the [Municipality/District] for the Town to (i) provide in its bid solicitation notice and advertising that it is soliciting such bids on both its own behalf and on behalf of the [Municipality/District], and the quantities of Personal Property that are being sought by the [Municipality/District] (the “Additional Personal Property”), and (ii) open, record, and award the bid in accordance with the provisions of General Municipal Law §103.

(c) Notwithstanding anything to the contrary in this Section 6, the [Municipality/Special District] shall be fully responsible for arranging for the delivery of and payment for the Additional Personal Property from an awardee selected by the Town pursuant to Section 6 (b) (ii) hereof (the “Awardee”). The Town shall have no liability to the [Municipality/Special District] for any acts or omissions of the Awardee arising from the procurement of Personal Property pursuant to this Section 6.

7. Right to Terminate by Notice.

Notice of termination of this Agreement must be sent by certified mail, return receipt requested, as follows:

if mailed to the [Municipality/District], to:

with a copy to:

if mailed to the Town, to:

Kevin J. Kelly, Director of Intermunicipal Coordination
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

with copies to:

Thomas P. Tiernan, Superintendent of Highways
Town of North Hempstead
285 Denton Avenue
New Hyde Park, New York 11040

and

Richard S. Finkel, Town Attorney
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

8. Right of Refusal of Highway Superintendent.

In connection with the proposed provision of Services utilizing equipment under the control of the Town Highway Department, the Superintendent of Highways reserves the right to refuse to provide such Services if they may damage equipment or require equipment that is unavailable.

9. No Duty of Town to Inspect.

The [Municipality/District] agrees there is no duty on behalf of the Town to inspect the work either before or after the Services are provided, and the [Municipality/District] is entirely responsible for any inspections conducted.

10. [Municipality/District]'s Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

(a) To the fullest extent permitted by law, the [Municipality/District]:

(i) shall be solely responsible for and shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements), and damages (collectively, "Losses") arising out of or in connection with this Agreement, provided, however, that nothing hereunder shall obligate the [Municipality/District] or [Municipality/District] the Agents to indemnify or hold harmless the Indemnitees from and against any losses arising from the negligence of the Indemnitees.

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the [Municipality/District]'s sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with Section 10 (a)(i), and the Village shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(iii) shall, and shall cause any employee, servant, agent, or independent contractor of the Village, to cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with Section 10 (a)(i).

(b) The obligations of the [Municipality/District] pursuant to Section 10 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

11. Insurance.

The [Municipality/District] agrees to procure and maintain and furnish certificates of insurance evidencing commercial general liability insurance with a State admitted carrier holding an "A" rating from AM Best Company or equivalent covering the liability of the [Municipality/District] and indemnifying, defending, and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000). The Town and its agents, employees, and representatives shall be named as additional insureds on said policy, and entitled to thirty (30) days advance written notice of any cancellation or termination thereof.

12. Governing Law; Severability.

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or

enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____
Jonathan S. Kaiman, Supervisor

[MUNICIPALITY/DISTRICT]

By: _____
[Name and Title of Authorized Officer]

APPROVED AS TO FORM:

Richard S. Finkel, Town Attorney

Thomas P. Tiernan, Super. of Highways

Kathleen Mitterway, Comptroller

Jill Guiney, Acting Commissioner
Department of Public Works

Kevin J. Kelly, Director
Office of Intermunicipal Coordination

SCHEDULE 'A'

FEEES FOR INTERMUNICIPAL AGREEMENTS

EQUIPMENT, LABOR, MATERIALS AND DISPOSAL

SAMPLE

SCHEDULE 'B'

NOTICE OF COOPERATIVE PURCHASING OPPORTUNITY

(2 pages)

SAMPLE

Supervisor
JON KAIMAN

Town Board
THOMAS K. DWYER
ANGELO P. FERRARA
MARIA-CHRISTINA POONS
LEE SEEMAN
FRED L. POLLACK

Town Clerk
LESLIE C. GROSS

Receiver of Taxes
"EJ CTNGUDGTO CP

**TOWN OF NORTH HEMPSTEAD
DEPARTMENT OF FINANCE**

**TOWN HALL
220 PLANDOME ROAD
MANHASSET, NY 11030
(516) 869-7741
FAX (516) 869-7744**



**Commissioner
JO-ANNE TAORMINA**

[Date]

[Name and Address of
Duly Authorized Officer of Municipality/District]

Re: Notice of Cooperative Purchasing
Opportunity

Dear _____:

The Department of Finance of the Town of North Hempstead (the "Town") intends to seek Town Board authorization to solicit bids for _____ (the "Personal Property") in accordance with the attached procurement documents (the "Bid").

If you wish to participate in this procurement, kindly provide the quantity of the Personal Property you wish to purchase, sign in the space provided below, date your signature in the space provided below, and return this executed letter agreement on or before _____, 20__.

The terms, provisions, covenants and conditions of that certain intermunicipal agreement, dated _____, 20__, by and between the Town and [Name of Municipality/District], are hereby incorporated in this Notice of Cooperative Purchasing Opportunity.

[Name of Duly Authorized Officer of Municipality/District]

[Date]

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Thank you for your time and consideration.

Sincerely,

TOWN OF NORTH HEMPSTEAD

By: _____
Jo-Anne Taormina
Commissioner of Finance

Attachment: Draft Bid Document for _____

We wish to participate in the Bid, pursuant to which we wish to purchase the following Personal Property:

[MUNICIPALITY/DISTRICT]

By: _____ Dated: _____, 20__

[Insert Name and Title of
Duly Authorized Official]