

**INTERMUNICIPAL AGREEMENT RE
SHARED SERVICES OF CODE ENFORCEMENT OFFICERS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, between the VILLAGE OF BALDWINSVILLE, a municipal corporation of the State of New York, 16 West Genesee Street, Baldwinsville, New York 13027 (“Baldwinsville”), the TOWN OF LYSANDER, a municipal corporation of the State of New York, 8220 Loop Road, Baldwinsville, New York 13027 (“Lysander”) and the TOWN OF VAN BUREN, a municipal corporation of the State of New York 7575 Van Buren Road, Baldwinsville, New York 13027 (“Van Buren”).

WITNESSETH:

WHEREAS, Baldwinsville, Lysander and Van Buren have each enacted local laws to administer and enforce the New York State Fire Prevention and Building Code (the “Code”) and their local Zoning and Building Codes, which Codes require the appointment of a Code Enforcement Officer (“CEO”) to enforce the provisions of said Codes (“Code Services”), and

WHEREAS, the Boards of the Village of Baldwinsville and the Towns of Lysander and Van Buren have each appointed resident CEOs of their respective municipalities, but recognize that from time to time said CEO’s may not be available to perform Code Services by reason of illness, emergency or absence from their municipality, and

WHEREAS, the Village Board of the Village of Baldwinsville, and the Town Boards of Lysander and Van Buren, pursuant to the provisions of General Municipal Law Section 119-o regarding mutual sharing plans, are desirous of joining together to provide the other municipality with a duly qualified and trained CEO to act when the CEO of their municipality is not available to provide the required Code Services.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Village of Baldwinsville, and the Towns of Lysander and Van Buren as follows:

1. The Village of Baldwinsville, the Town of Lysander and the Town of Van Buren each agree to cooperate with each other in providing the Code Services as needed in any of said municipalities when its CEO is unavailable to provide such services.

2. In providing the Code Services, the responding Village or Town will provide a duly trained and qualified CEO to the requesting Town or Village. Each responding CEO shall act as a replacement or acting CEO under the respective local Code.

3. Each party will respond to any need and request for the Code Services as soon as able.

4. Each municipal corporation shall:

(a) be responsible for injury to its own CEO when said CEO is providing cooperative Code services to another party, if it is a Workers' Compensation injury.

(b) pay its CEO as it would if the Code Services were being performed for the provider municipal corporation. Notwithstanding this provision, if requested by the providing municipal corporation, the services of the CEO will be reimbursed to the providing municipal corporation in accordance with the providing municipal corporation's hourly CEO rate, plus the cost of benefits to that CEO.

(c) the receiving municipal corporation shall be liable for the provider's CEO actions which occur in the performance of such Code Services, and shall indemnify and hold the providing municipal corporation harmless with respect to same, including any attorneys' fees incurred resulting therefrom or related thereto.

5. Baldwinsville, Lysander and Van Buren do each hereby agree to obtain and thereafter continue to keep in full force and effect general liability insurance, and public officers liability insurance relative to this Agreement during all phases of the performance of the various provisions to be performed herein.

6. The term of this Agreement shall be from the date of acceptance through to December 31, 2020, and shall be renewed automatically for additional terms of one (1) year each, unless either party shall notify the other, no later than sixty (60) days prior to the end of the term, of its election not to renew.

7. The Mayor and each Supervisor have executed this Agreement pursuant to a Resolution adopted by the Boards of their respective municipalities and are duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Village or Town. This instrument shall be executed in multiple copies. At least one copy shall be permanently filed, after execution thereof, in the office of the Clerks of the Village

of Baldwinsville and the Towns of Lysander and Van Buren.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. This Agreement represents the entire agreement of the parties and may not be modified or amended except in writing duly approved by each of the parties.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the dates set forth below.

Dated: _____, 2020

VILLAGE OF BALDWINSVILLE

By: _____
Richard Clarke, Mayor

Dated: _____, 2020

TOWN OF LYSANDER

By: _____
Robert A. Wicks, Town Supervisor

Dated: _____, 2020

TOWN OF VAN BUREN

By: _____
Claude E. Sykes, Town Supervisor