

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018 by and between the **Town of Corning**, a municipal corporation with its principal office at 20 S. Maple Street, Corning, New York 14830 (“Corning”) and the **Town of Catlin**, a municipal corporation with its principal office at 1448 Chambers Road, Beaver Dams, New York 14812 (“Catlin”).

W I T N E S S E T H:

WHEREAS, the legislature and the governor of the State of New York have proposed initiatives “to improve the efficiency of local governments” by means of intermunicipal shared services agreements; and

WHEREAS, Corning and Catlin have engaged in discussions pertaining to the implementation of shared services to achieve the mutual goals of streamlining municipal structure and operations and “reducing the costs and improving the effectiveness” of municipal operations; and

WHEREAS, General Municipal Law Section 119-o authorizes municipalities to enter into intermunicipal agreements; and

WHEREAS, Catlin is in need of assessor services; and

WHEREAS, Corning has in its employ a person qualified to provide assessor services.

NOW, THEREFORE, Corning and Catlin mutually agree as follows:

Section I **Term.** The term of this agreement shall be from July 2, 2018 through December 31, 2018.

Section II **Description of Shared Services.** Throughout the term of this agreement, Corning shall provide to Catlin the services of a Corning employee who will provide assessor services. The Corning employee so assigned shall be and is hereby authorized and empowered to maintain assessments at a uniform percentage of market value each year in accordance with New York State law as though the Corning employee was an employee of Catlin. The Corning employee assigned to participate shall possess all the necessary skills, training, education and certifications necessary to perform the duties and responsibilities of such position and required by law and under

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this agreement.

Section III **Consideration.** On July 2, 2018 and on the 1st day of each month thereafter during the term of this agreement, Catlin shall pay Corning the sum of One Thousand One Hundred Sixty-six and 67/100ths Dollars (\$1,166.67).

Section IV **Indemnification.** Corning hereby indemnifies and holds harmless Catlin, its council members, officers and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) for property damage or bodily injury, including death, and/or personal injury and damage arising as a result of the negligence or intentional conduct of Corning, its employees, agents, contractors and representatives arising as a result of this agreement. Catlin hereby indemnifies and holds harmless Corning, its council members, officers and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) for property damage or bodily injury, including death, and/or personal injury and damage arising as a result of the negligence or intentional conduct of Catlin, its employees, agents, contractors and representatives arising as a result of this agreement.

Section V **Availability.** The Corning assessor shall be available to render assessing services to Catlin and its residents twice per month on Monday afternoons from _____ p.m. to _____ p.m. In the event a Monday is a holiday, the services will be performed on the immediately succeeding Tuesday.

Section VI **Cooperation.** Corning and Catlin recognize that in the performance of this agreement, the greatest benefits will be derived by promoting the interest of both parties and each of the parties does, therefore, enter into this agreement with the intention of loyally cooperating with the other in carrying out the terms of this agreement and each party agrees to interpret its provisions insofar as it may legally do, in such a manner as will promote the interests of both and render the highest service to the public in and in accordance with the provisions of this agreement.

Section VII **Termination.** Either party may terminate this agreement by giving the other party written notice

at least _____ days prior to the effective date of the termination.

Section VIII **Employment Status.** The Corning assessor providing the assessing services shall be an employee of Corning and he/she shall not hold himself/herself out as an employee of Catlin.

Section IX **General Provisions.**

(a) This agreement contains all the terms and conditions agreed upon by the parties.

(b) No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving such breach.

(c) This agreement may not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party.

Section X **Validity.** If any term or provisions of this agreement or the application thereof shall to any extent be held invalid or unenforceable, the remainder of this agreement, other than those to which is held invalid or unenforceable, shall not be affected.

Section XI **Notices.** All notices under this agreement shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt requested to:

For Corning: Supervisor, Town of Corning, 20 S. Maple Street, Corning, NY 14830

For Catlin: Supervisor, Town of Catlin, 1448 Chambers Road, Beaver Dams, NY
14812.

Town of Corning

Dated: _____, 2018

By: _____
Kimberly Feehan
Its Supervisor

Town of Catlin

Dated: _____, 2018

By: _____
LaVerne Phelps
Its Supervisor

05/21/2018