

Contract #

**Inter-municipal Agreement
Between
COUNTY OF PUTNAM
and
VILLAGE OF BREWSTER**

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Planning Department (hereinafter referred to as the “COUNTY”) and **VILLAGE OF BREWSTER**, a municipal subdivision located at 50 Main Street, Brewster, New York 10509(hereinafter referred to as the “VILLAGE”).

WHEREAS, the VILLAGE is a municipal subdivision in the County of Putnam, and is the only distressed area within the COUNTY; and

WHEREAS, the parties herein recognize a need to revitalize the VILLAGE as it is the largest and only urbanized area within the COUNTY and has a large potential for growth; and

WHEREAS, the General Municipal Law Section 119-u(4)(c) specifically enumerates that an Inter-municipal Agreement may be utilized between two municipalities to create a comprehensive plan and/or land use regulations which may be adopted independently by each participating municipality; and

WHEREAS, the VILLAGE agrees that the COUNTY, by and through its Planning Department, has the staff and resources available to help the VILLAGE update and revise the VILLAGE 2004 Comprehensive Plan and land use regulations; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The VILLAGE agrees to pay the sum of ONE DOLLAR (\$1.00) to the COUNTY for the services of the Planning Department, to be furnished by the COUNTY and agreeable to the VILLAGE, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide Planning Department services to the VILLAGE, upon the terms and conditions set forth herein:

Duties:

- a) The Planning Department (and any other necessary departments as determined by the COUNTY) including but not limited to the County Planner, shall work with the VILLAGE, and their respective committees, to update and revise the 2004 VILLAGE Comprehensive Plan and land use regulations, including but not limited to, attending meetings, providing guidance and assistance on the Urban Renewal Plan, Zoning Ordinances and the Generic Environmental Impact Statement (GEIS).

Hours:

- a) The Planning Department, including but not limited to the County Planner, shall be available to guide and assist the Village, on demand and as deemed necessary to carry out the foregoing services, for a maximum of 20 hours per week.

THIRD: The VILLAGE agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the COUNTY.

FOURTH: The term of this Agreement will commence August 1, 2013 and will terminate on July 31, 2015, unless otherwise terminated in accordance with paragraphs “SEVENTH” or “EIGHTH” hereof.

FIFTH: The COUNTY shall be responsible for the payment of the salary and benefits of all persons utilized by the VILLAGE for the foregoing services.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Commissioner of Planning or his/her duly authorized representative and will be conducted in the best interest of the COUNTY.

SEVENTH: The COUNTY, upon ten (10) days' notice to the VILLAGE, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest.

The VILLAGE, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the VILLAGE deems it to be in its best interest.

EIGHTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

NINTH: Where applicable, the VILLAGE will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the VILLAGE as an employer of labor or otherwise. The VILLAGE will further comply with all rules, regulations and licensing requirements pertaining to its municipal status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

TENTH: No discrimination by the VILLAGE will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

ELEVENTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the VILLAGE agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The VILLAGE further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

TWELFTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue

Carmel, New York 10512

To the VILLAGE:

VILLAGE CLERK
VILLAGE OF BREWSTER
50 Main Street
Brewster, New York 10509

All notices shall be effective on the date of mailing.

FOURTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FIFTEENTH: This Agreement will be deemed executory only to the extent of the monies available to the COUNTY for the performance of its terms and no liability will be incurred by the COUNTY beyond the monies so available.

SIXTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

SEVENTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the VILLAGE, the required COUNTY signatories and the County Executive.

NINETEENTH: The VILLAGE is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed by the COUNTY:

1. “Request for Taxpayer Identification Number and Certification” form
(IRS Form W-9).
2. “Notice of Application to Certify Compliance with Federal Law” and “Affidavit of Compliance,” in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code.
3. Appropriate Certificate of Insurance, in accordance with paragraph “ELEVENTH” of this Agreement and the requirements contained in Schedule “A”.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

_____ Date _____
VILLAGE OF BREWSTER
50 Main Street
Brewster, New York 10509

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF VILLAGE:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this _____ day of _____, 2013 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public