

INTERMUNICIPAL AGREEMENT

Court Security Services

THIS AGREEMENT (this "Agreement") is made January 1, 2021 by and between the **COUNTY OF ONTARIO**, a municipal corporation of the State of New York, having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424, acting by and through its Office of Sheriff, (hereinafter referred to as "the County") and the **TOWN OF BRISTOL**, a municipal corporation of the State of New York, having an office and place of business at TOWN HALL CANANDAIGUA, NY 14424 (hereinafter referred to as "the Town").

WHEREAS, the Town has identified the need for additional court security in the operation of its Town Court and, therefore desires to said obtain services from the County; and

WHEREAS, the County desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section 119-o, the parties agree as follows:

FIRST: the County shall furnish to Town the services of a part-time deputy(s) for no more than 5 hours per month with equipment, to function as court security for the TOWN OF BRISTOL Court.

SECOND: For the services rendered pursuant to Paragraph FIRST, the County shall be paid a fee of approximately \$2307.00 by the Town for the term of this contract.

THIRD: The term of this Agreement shall be January 1, 2021, until December 31, 2021.

FOURTH: Any deputy assigned to the Town for court security pursuant to this agreement shall remain an employee of the County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the County Sheriff, and shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal.

The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

FIFTH: Either party, upon thirty (30) days' notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

SIXTH: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

SEVENTH: The Town agrees to procure and maintain during the term of this Agreement insurance in

compliance with Schedule "B" attached hereto and made a part hereof and to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

EIGHTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered 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 Town:

TOWN OF BRISTOL

TOWN HALL CANANDAIGUA, NY 14424

To the County:

Ontario County Sheriff's Office

74 Ontario Street

Canandaigua, New York 14424

NINTH: 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 shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

ELEVENTH: The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

TWELFTH: This Agreement does not create a "special relationship." Specifically, this Agreement is not:

- a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
- b. knowledge on the part of the County's agents that inaction could lead to harm;
- c. some form of direct contact between the County's agents and the injured party; and
- d. evidence of a party's justifiable reliance on the County's affirmative undertaking.

THIRTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the County Board of Supervisors.

FOURTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Town and the County have executed this Agreement.

DIGITAL SIGNATURE PAGE