

**Chemung County**  
**Department of Law**

203 Lake Street , P.O. Box 588  
Elmira, NY 14902-0588  
Telephone: (607) 737-2982  
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# Memo

**To:** Andy Avery  
**From:** Patricia A. Sandore, Legal Secretary  
**Date:** April 15, 2013  
**Re:** Signed Agreement(s)

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I am returning one copy of the fully executed contract with the City of Elmira (Electronic Traffic Control Devices) (Resolution No. 13-171).

I have filed an original with the Legislature and have returned two fully executed copies to the City. I also supplied Auditing with a copy.

**INTERMUNICIPAL AGREEMENT  
ELECTRONIC TRAFFIC CONTROL DEVICES**

**THIS AGREEMENT** made this 15<sup>th</sup> day of April, 2013 by and between

**CITY OF ELMIRA, NEW YORK**, 317 East Church Street,  
Elmira, NY 14901 (hereinafter "**City**")

and

**COUNTY OF CHEMUNG, NEW YORK**, 203 Lake Street,  
Elmira, NY 14901 (hereinafter "**County**").

**WHEREAS**, the Legislature and the Governor of the State of New York have authorized initiatives "to improve the efficiency of local government" by means of intermunicipal shared services agreements; and

**WHEREAS**, within its Department of Public Works, the City has employees experienced in the maintenance, repair and replacement of electronic traffic control devices; and

**WHEREAS**, the County is in need of acquiring maintenance, repair and replacement services ("Services") for its electronic traffic control devices under its jurisdiction within the County; and

**WHEREAS**, the County is desirous of having the City provide these Services and the City is willing to do so; and

**WHEREAS**, the City and the County desire to enter into an Intermunicipal Agreement setting forth each party's rights and responsibilities regarding the agreed upon Services; and

**WHEREAS**, General Municipal Law section 119-o authorizes municipal corporations to enter into an agreement pertaining to shared services;

**NOW, THEREFORE**, the City and County mutually agree as follows:

**SECTION 1  
TERM**

This Agreement shall become effective on April 15, 2013 and shall expire on April 14, 2014, unless sooner terminated or extended.

**SECTION II**  
**DESCRIPTION OF INTERMUNICIPAL SERVICES**

The City, through its Department of Public Works, shall provide the Services for county-owned electronic traffic control devices located outside of the City within the County of Chemung. The City shall provide the Services in accordance with the terms and conditions set forth in Schedule A attached hereto and made a part hereof.

**SECTION III**  
**CONSIDERATION**

In consideration for the City providing these Services, the City will invoice the County on a work order basis. The work order billing will include hourly wage, fringe wage at a rate of 58.2 percent of the hourly wage, equipment charge, material charge if material is purchased by the City, and overtime if applicable. The County will pay the City the invoiced amount within thirty (30) days after submission to the County.

**SECTION IV**  
**EMPLOYMENT / INSURANCE / INDEMNIFICATION**

The City shall use its employees for the services provided and shall accordingly be deemed the "Employer", and shall procure and keep in effect all necessary insurances (liability, worker's compensation, etc.) and shall indemnify County against any accident to a City employee, or to a third party due to the City's negligence.

**SECTION V**  
**RECORDS RETENTION AND ACCESS**

The City and the County agree to retain all books, records and other documents pertinent to the Services rendered in accordance with federal and state law. At all times during the term of this Agreement, each party shall have access to any and all records pertaining to the Services rendered and, upon request, each party promptly shall provide copies of records and materials to the requesting party.

**SECTION VI**  
**COOPERATION**

The City and County 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 so, in such manner as will permit the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

***SECTION VII  
GENERAL PROVISIONS***

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or define any of the parties hereto.

***SECTION VIII  
TERMINATION***

Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other.

***SECTION IX  
NOTICES***

All notices under this Agreement, including any notice pursuant to section VIII hereinabove, shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

For the City:  
City Manager  
317 East Church Street  
Elmira, NY 14901

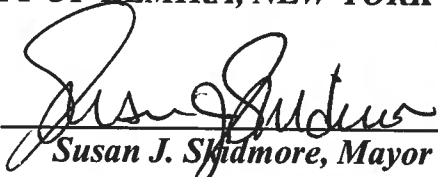
For the County:  
Commissioner of Public Works  
803 Chemung Street  
Horseheads, NY 14845

***SECTION X  
HEADINGS***


The headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed by their duly authorized officers on the date herein written.

***CITY OF ELMIRA, NEW YORK***

By   
\_\_\_\_\_  
***Susan J. Spidmore, Mayor***  
***Resolution No. 2013-117***

***COUNTY OF CHEMUNG, NEW YORK***

By   
\_\_\_\_\_  
***Thomas J. Santulli, County Executive***  
***Resolution No. 13-171***

**SCHEDULE "A"**  
**SERVICES**

1. All necessary parts and materials to maintain the County signals will be purchased by the County and stored at the City.
2. The County will provide personnel for flaggers and any other function necessary for the City to safely carry out the required Services.
3. Preventative maintenance inspections will be a part of the City Services. The City will provide a written annual report to the County detailing the state of the County signals. The City will automatically perform ordinary maintenance repairs. Replacement of a part having a material cost of more than \$1,000 must have the prior consent of the County. The required consent applies only to the material cost, not the labor cost. All equipment purchases shall be made in accordance with New York State Department of Transportation standards for electronic traffic control devices.
4. The City will provide Services during normal working hours: 7:30 a.m. to 3:30 p.m., Monday through Friday. If the City is working on a job that requires overtime, the City will continue to stay on site past 3:30 p.m.
5. After hour service will be the responsibility of the County.
6. Coordination for additional assistance, including flaggers, will be handled by the County's General Highway Supervisor and the City's Electrical Supervisor.

RESOLUTION NO. 13-171

RESOLUTION AUTHORIZING INTER-MUNICIPAL AGREEMENT WITH THE CITY OF ELMIRA ON  
BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS  
(TRAFFIC SIGNAL MAINTENANCE)

By: Pastrick

Seconded by: Bennett

WHEREAS, the Commissioner of Public Works has requested authorization to enter into an inter-municipal agreement with the City of Elmira (the "City") for the provision by the City of maintenance services during the period January 1, 2013 through December 31, 2013 for the County's twelve traffic signals within the City and two driver feedback signs at cost not to exceed \$20,000; and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into an inter-municipal agreement with the City, the terms and conditions of that agreement to be subject to the review and approval of the County Attorney, for the provision of by the City of maintenance services during the period January 1, 2013 through December 31, 2013 for the County's twelve traffic signals within the City and two driver feedback signs at a cost not to exceed \$20,000; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

RESOLUTION NO. 13-171

BACKGROUND INFORMATION

Requested by: Commissioner of Public Works

Purpose: to authorize inter-municipal agreement

Authority: Section 203 of the Chemung County Charter

Funds involved: not to exceed \$20,000

Approved by: Highway Committee, March 25, 2013

Ayes: Pastrick, Manchester, Sweet, Brennan, Graubard, Hyland, Milliken, Woodard, Hitchcock, Bennett, Jackson, Milazzo, Strange, Draxler (Chair) (14); Excused: Madl (1); Opposed: None

STATE OF NEW YORK)  
COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 8<sup>th</sup> day of April 2013, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 9th day of April 2013.

Linda D. Palmer  
Linda D. Palmer, Clerk  
Chemung County Legislature