

TOWN OF EATON COUNCIL AGENDA
APRIL 11-2023

Open meeting with Pledge of Allegiance. Time _____

Review minutes of March meeting. Motion _____ Second _____

PUBLIC COMMENT:

OLD BUSINESS:

TOWN CLERK REPORT:

Town Clerk Monthly Report (see attached)

HIGHWAY REPORT:

SUPERVISORS REPORT:

NEW BUSINESS:

Motion _____ to approve Inter Municipal Agreement with Madison County and authorize Supervisor Wicks to sign such. Second _____

Motion _____ to approve budget transfers. Second _____

Motion _____ to pay bills Second _____

Motion _____ to adjourn Second _____ Time: _____

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, is hereby executed between the COUNTY OF MADISON, a municipal corporation of the State of New York, by John M. Becker, Chairman, County Board of Supervisors, hereinafter "County", and the TOWN OF EATON, a municipal corporation of the State of New York, by Joe Wicks, Supervisor, Town of Eaton, hereinafter "Town";

WITNESSETH:

WHEREAS, the County and the Town desire to enter into an inter-municipal Agreement in which the County would provide Information Technology services from its Information Technology Department to the Town; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **TERM**

The term of this Agreement shall be for an initial period, with the provision of services commencing on January 1, 2023, and extending through December 31, 2023, unless sooner terminated pursuant to the terms and conditions of this Agreement. *Thereafter, this Agreement as per resolution may be automatically renewed four times, and each renewal term shall be for a period of one year.*

This Agreement may be terminated for cause, by either party, by giving ninety (90) days' written notice of termination to the other party. In the event of early termination, compensation to the County shall be for services actually provided to the Town under this Agreement.

2. **SCOPE OF SERVICES**

Examples of services that the County shall provide are outlined in *Schedule A* attached hereto and made a part hereof. Additional prerequisites are also outlined in *Schedule A*. The County Information Technology Department shall report directly to the Town Supervisor, or his or her designee.

3. **COMPENSATION & PAYMENT**

Payment Terms: Net 30 days

Costs are outlined in *Schedule B*

4. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION**

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or

continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents.

The Town covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Town's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from misfeasance, omission of duty, negligence or wrongful act on the part of the Town, its employees or agents irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of Town, its employees or agents.

Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires each party to obtain proof of Workers' Compensation insurance coverage, self-insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the other party on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

5. **INSURANCE**

The County shall purchase and maintain the following insurance coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York.

Commercial General Liability coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The Town will be included as an additional insured on this policy.

6. **ASSIGNMENT**

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest in this Agreement, or its power to execute this Agreement, to any other person or entity without the previous consent in writing of the other party.

7. **APPROPRIATIONS**

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by either party beyond monies appropriated and available for the purpose thereof. Provided, however, that in the event appropriations are not made available for the purpose of this Agreement by the Town shall result in termination of this Agreement by the County at the start of any fiscal year in which appropriations are not made.

8. **AGREEMENT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by the County and the Town.

9. **SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. **CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

11. **STATUTORY COMPLIANCE**

In acceptance of this Agreement, the parties covenant and agree to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

[signature page follows]

IN WITNESS WHEREOF, the County and Town have executed the writing of this Agreement on the dates hereinafter written.

COUNTY OF MADISON

By: _____ DATE: _____
John M. Becker
Chairman, Board of Supervisors

State of New York)

County of Madison)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared John M. Becker, 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 he executed the same in his capacity as Chairman, Board of Supervisors, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

TOWN OF EATON

By: _____ DATE: _____
Joe Wicks
Supervisor, Town of Eaton

State of _____)

County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared Joe Wicks, 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 he executed the same in his capacity as the Supervisor, Town of Eaton, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

Schedule A: Scope of Services

Examples of services include Anti-Virus, Backups, Patching, Vulnerability Scanning, Networking, Computer Security, Phones, Firewalls, Technology Consulting, Help Desk, Hosted Servers, and Hardware.

If the Town is also utilizing an additional IT company for IT services, some Madison County services may not be able to be delivered. Response times may be affected and will be dependent on accessibility, permissions, cooperation and compatibility of said company's hardware/software. Any equipment that will communicate with the County network must have an up to date, supported and patched firmware, operating system and anti-virus.

Schedule B: Compensation & Payment

1. IT services will be billed monthly based on the number of computers that Madison County Information Technology will be servicing.

The cost will be \$100.00/computer/month up to 10 computers.
The cost will be \$150.00/computer/month for 11-20 computers.
The cost will be individually negotiated for more than 20 computers.

Additional Charges:

Servers (2 cores, 16GB RAM, 100GB HD) will be \$150.00/month.
Phones will be \$4.00/month per phone.

2. Equipment and software purchases will be billed at an "at cost" price of the item.

Budget Transfers for April 2023

To allocate American Rescue Plan Act funds

Account	Subsidiary Account	Debit	Credit
A522 Expenditures		\$3,519.92	
A1620.4 Building Contractual	\$3,519.92		
A200 Cash			\$3,519.92
Account	Subsidiary Account	Debit	Credit
A688 Other Liabilities		\$3,519.92	
A980 Revenues			\$3,519.92
A4089 Federal Aid, Other	\$3,519.92		

Budget Transfers for April 2023

<u>Appropriation Over Budget</u>	<u>Amount</u>	<u>Transfer from</u>
B8030.4 (Codification T/Law)	\$1,000.00	B1990.4 (Contingency)
	\$1,820.00	B1420.4 (Attorney Contractual)
DA5010.4 (Admin Contractual)	\$322.00	DA1990.4 (Contingency)

TOWN CLERK'S MONTHLY REPORT

TOWN OF EATON, NEW YORK

MARCH, 2023

TO THE SUPERVISOR:

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Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255

<u>4</u>	DECALS	<u>10.49</u>
<u>15</u>	LANDFILL TICKETS	<u>11.25</u>

TOTAL TOWN CLERK FEES 21.74

A1630

<u>44</u>	CERTIFIED COPIES	<u>440.00</u>
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TOTAL A1630 440.00

A2544

<u>2</u>	DOG LICENSES	<u>18.00</u>
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TOTAL A2544 18.00

B2555

<u>1</u>	BUILDING PERMIT	<u>50.00</u>
<u>2</u>	BUILDING PERMIT RENEWAL	<u>100.00</u>
<u>2</u>	SPECIAL PERMIT	<u>350.00</u>
<u>1</u>	SUBDIVISION FEES	<u>175.00</u>
<u>1</u>	VARIANCE	<u>175.00</u>

TOTAL B2555 850.00

TOWN CLERK'S MONTHLY REPORT

MARCH, 2023

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DISBURSEMENTS


PAID TO SUPERVISOR FOR GENERAL FUND	<u>479.74</u>
PAID TO SUPERVISOR FOR PART TOWN FUND	<u>850.00</u>
PAID TO NYS DEC FOR DECALS	<u>179.51</u>
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	<u>2.00</u>
PAID TO DEPT OF SOLID WASTE & SANITATION FOR LANDFILL	<u>288.75</u>
TOTAL DISBURSEMENTS	<u>1,800.00</u>

APRIL 3, 2023

_____, SUPERVISOR
JOSEPH WICKS

STATE OF NEW YORK, COUNTY OF MADISON, TOWN OF EATON

I, DEAN CURTIS _____, being duly sworn, says that I am the Clerk of the TOWN OF EATON that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.



Town Clerk