

## **INTERMUNICIPAL AGREEMENT REGARDING SHARED SERVICES OF CODE ENFORCEMENT OFFICERS**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of February, 2025, between the TOWN OF EATON, a municipal cooperation of the State of New York, with office located at 35 Cedar Street, Morrisville, New York 13408 (“Eaton”) and the Town of Lebanon, a municipal corporation of the State of New York, with offices at 1210 Bradley Brook Road, Earlville, New York 13332 (“Lebanon”).

### **WITNESSETH:**

Whereas, Eaton and Lebanon have each enacted local laws to administer and enforce the New York State Fire Prevention and Building Code (the “Code”) and local land use regulations and Building Codes, which codes require the appointment of a Code Enforcement Officer (“CEO”) to enforce the provisions of said Codes (“Codes Services”), and

Whereas, the Boards of the Town of Eaton and the Town of Lebanon have each appointed CEOs for their respective towns, but recognize that from time to time said CEO’s may not be available to perform Code Services by reason of illness, emergency, absence, or vacation, and

Whereas, the Town of Eaton and the Town of Lebanon, pursuant to the provisions of General Municipal Law Section 119-O regarding mutual sharing plans, are desirous of joining together to provide the other Town with a duly qualified and trained CEO to act when the CEO of their Town is not available or able to provide the required Code Services.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town of Eaton and the Town of Lebanon as follows:

1. To the greatest extent possible, both Eaton and Lebanon agree to cooperate in providing Codes Services as needed in either of said municipalities when its CEO is unavailable or unable to provide such Codes Services. Each Town reserves the right to deny a request for Code Services if the requesting Town does not have adequate staffing within its Code Enforcement Department to support the request.

2. In providing Code Services, the responding Town shall make available and provide a duly trained or qualified CEO to the requesting Town.
3. To facilitate the responding Town's CEO's furnishment and administration of Codes Services on behalf of the requesting Town, any authority heretofore conferred upon the requesting Town's CEO pursuant to the requesting Town's Town Code or other applicable law, rule, or regulation, is hereby conferred upon the responding Town's CEO.
4. For the sole purpose and to the extent necessary in order to give official status to the acts of the responding Town's CEO when performing municipal duties and functions for the requesting Town, said responding Town's CEO shall be considered a duly appointed official of the requesting Town, authorized to perform Codes Services in and on behalf of the requesting Town.
5. Each requesting Town shall provide such supplies, materials, staff, and other items needed for the responding Town's CEO to perform Codes Services in and for the requesting Town.
6. Each party shall respond to any need and request for the Code Services as soon as able.
7. The parties agree that the respective CEO for each Town shall at all times, remain an employee of such Town and shall not be an employee of the requesting Town. As such, all personnel costs associated with the CEOs, which shall include, but are not limited to compensation, benefits, Workers' Compensation insurance, and retirement, shall continue to remain the exclusive responsibility of the respective Town employer. Accordingly, each Town shall:
  - (a) be responsible for injury to its own CEO when said CEO is providing cooperative Code Services, if it is a Workers' Compensation injury.
  - (b) Pay its CEO as it would if the Code Services were being performed for the provider Town. Notwithstanding this provision, if requested by the providing Town, the services of the CEO will be reimbursed to the providing Town in accordance with the providing Town's hourly CEO rate, plus the cost of benefits to that CEO.
  - (c) The receiving Town shall be liable for the providing Town's CEO actions which occur in the performance of such Code Services and shall indemnify and hold the

providing Town harmless with respect to same, including any attorneys' fees incurred resulting therefrom or related thereto.

8. Eaton and Lebanon do each hereby agree to obtain and thereafter continue to keep in full force and effect general liability insurance, and public officers' liability insurance relative to this Agreement during all phases of the performances of the various provisions to be performed herein.
9. The term of this Agreement shall be from the date of acceptance through to December 31, 2024, and shall be renewed automatically for an additional term of one (1) year each starting January 1<sup>st</sup> the following year, unless either party shall notify the other in writing, no later than sixty (60) days prior to the end of the term, of its election not to renew.
10. Each Supervisor has executed this Agreement pursuant to a Resolution duly adopted by the Boards of their respective Town and are duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in multiple copies. At least one copy shall be permanently filed, after execution thereof, in the office of the Clerks of the Town of Eaton and the Town of Lebanon.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
12. This Agreement represents the entire agreement of the parties and may not be modified or amended except in writing duly approved by each of the parties.
13. This Agreement specifically rescinds, replaces and supersedes any and all previous agreements between parties related to shared Code Services, including but not limited to any previous agreement between the Town of Eaton and the Town of Lebanon.

**IN WITNESS WHEREOF**, the parties hereto affix their hands and seals the dates set forth below.

Dated: February 11<sup>th</sup>, 2025

**TOWN OF EATON**

**By:** \_\_\_\_\_

Joseph Wicks, Town Supervisor

Dated: \_\_\_\_\_, 2025

**TOWN OF LEBANON**

**By:** \_\_\_\_\_

Town of Lebanon, Town Supervisor