

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (“IMA” or “Agreement”) made this ____ day of _____, 2025, by and between the Incorporated Village of Saltaire, located at 103 Broadway, Saltaire, New York 11706 (“Saltaire” or “Village”) and the Town of Islip, located at 655 Main Street, Islip, New York 11751 (“Islip” or “Town”) as follows:

RECITALS:

WHEREAS, section 119-o of the General Municipal Law authorizes municipalities to enter into agreements for the performance of their respective functions, powers or duties; and

WHEREAS, municipalities, including towns and villages, have the power and authority to contract for the purposes of exchanging or otherwise sharing services, such as the services of a Fire Marshal, as contemplated in this Agreement; and,

WHEREAS, Saltaire, as an Incorporated Village located in the Town of Islip, is in need of the services of a Fire Marshal; and,

WHEREAS, Islip has indicated a desire to provide Saltaire with the services of a Town of Islip Fire Marshal, pursuant to the terms and conditions as outlined below.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Village and the Town hereby contract for the services of a Town of Islip Fire Marshal for Saltaire, as follows:

TERMS OF AGREEMENT

1. Services. A Town of Islip Fire Marshal will provide the following services:

- a) Appropriate professional response and assistance at fires located in the Village of Saltaire; and

b) Administrative functions including but not limited to, paperwork and reports; reviewing and signing off on Building Department Applications, as requested by the Building Inspector; site plan review, inspections of places of public assembly or any other inspections required by the Uniform Code or the Building Inspector; and any other administrative function performed by a Fire Marshal relevant to the needs and characteristics of Saltaire.

2. Compensation. The compensation to Islip shall be the sum of \$100.00 per hour for the services of a Fire Marshal working on behalf of the Village, for a maximum of five (5) hours per week, unless an emergency arises or the parties mutually agree otherwise, in which case Saltaire will continue to compensate the Town \$100.00 per hour for any additional time over the original five (5) hours. The Town will present the Village with an invoice showing the amount of hours worked by the Fire Marshal on a monthly basis. Payment to the Town shall be made within thirty (30) days of receipt of such invoice.
3. Term. The initial term of this Agreement shall be for a period of one (1) year from the date of execution, with the Village having the option to renew the Agreement up to four (4) times for periods of one (1) year each, upon written notice of intent to renew delivered by the Village to the Town at least thirty (30) days prior to the expiration of the initial term and any renew term thereafter, and upon approval of the Islip Town Board.
4. Termination. The Village or the Town shall have the right to terminate this Agreement at any time and for any reason. Such termination shall only become effective upon thirty (30) days' written notice by the terminating Party to the other Party hereto.
5. Insurance. The Village shall promptly furnish the Town with duplicate insurance policies and certificates of insurance from its insurance underwriters showing such insurance

of this Agreement. All insurance required by this Agreement shall be maintained with insurance underwriters authorized to do business in the State of New York. All policies shall name the Town, its officers, employees, servants and agents as additional insureds. The Village's liability insurance shall be considered primary and the Town's liability insurance, if any, shall be considered excess liability for each and every claim. Failure to obtain and maintain the insurance set forth herein shall constitute a material breach of this Agreement.

The Village must offer proof of the following types of insurance:

- i. Comprehensive general liability insurance in a form acceptable to the Town, including public liability and property damage, covering its activities hereunder, in an amount no less than two million dollars (\$2,000,000.00), including blanket contractual liability, independent contractors, and products and completed operations; and

6. Indemnification/Hold Harmless. To the extent permissible by law, Saltaire agrees to fully indemnify, defend and hold harmless, the Town from and against any and all direct risks incident to, or in connection with, the services to be performed under this Agreement, and shall be responsible for all accidents or injuries of any kind or nature, to persons or property caused by, resulting from, arising out of or occurring in connection with the services performed hereunder. Saltaire agrees that it shall indemnify, defend and hold harmless the Town and its officers, officials, employees, contractors, agents and other persons from and against all direct liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions, or violation of any law, by Saltaire, or the negligence of Saltaire in connection with the services described or referred to in this Agreement. The Town reciprocally agrees to indemnify and hold harmless Saltaire and its officers and employees from any acts or omissions or negligence arising out of the actions of the Town while performing under this Agreement.

7. Equipment. All firematic equipment required shall be provided by Islip, as Saltaire does not own or possess any such equipment.

MISCELLANEOUS

8. Modifications. This Agreement shall not be modified or supplemented, except by an instrument in writing signed by the Village and the Town.

9. Recitals. The Recitals set forth above shall be incorporated into, and shall form a part of this Agreement.

10. Governing Law. This Agreement and the rights of the Parties hereunder shall be construed and governed by, and enforced in accordance with, the laws of the State of New York without regard to its principles of conflicts of laws.

11. Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Agreement.

12. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties in respect to the subject matter hereof and supersedes all prior agreements (written and oral), arrangements, negotiations or understandings among the Parties and shall inure to and bind the successors and assigns of the respective Parties hereto and shall not be modified or supplemented except by an instrument in writing signed by the Parties.

13. Assignment. No assignment of this Agreement shall be made without the prior written consent of the Parties.

14. Waiver of Trial by Jury. Saltaire and the Town hereby irrevocably and unconditionally waive any and all rights to trial by jury in any action, suit or counterclaim arising in connection

with, out of, or otherwise relating to this agreement.

15. Jurisdiction. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this Agreement will be brought in the Supreme Court of the State of New York, Suffolk County.

16. Authority. The Parties represent that that they are duly authorized to enter into this Agreement and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Agreement shall be deemed to also be references to such officers or employees or other designees of the Parties as may be appropriate to implement the terms of this Agreement.

17. Notices and Contact Persons.

a) Notices. Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the Village or the Town or their designated representative at the following address or at such other address that may be specified in writing by the parties and must be delivered as follows:

If to Saltaire:	Village of Saltaire PO Box 5551 Bay Shore, New York 11706 Attention: Village Attorney
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If to the Town:	Town of Islip 655 Main Street Islip, New York 11751 Attention: Town Attorney
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b) Changes in Contact Persons. Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

Notices shall be deemed to have been duly given (i) if mailed by registered or certified mail and received, upon the seventh business day after the mailing thereof; or (ii) if sent by nationally recognized overnight courier service, and received upon the first business day subsequent to the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County.

18. Conflict of Interests. No member, official, agent or employee of either Party shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, agent or employee participate in any decision relating to this Agreement which affects her/his personal interests or the interests of any corporation, partnership, or association in which she/he is, directly or indirectly, interested.

19. Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

20. Amendment and Renewal. Reference to this Agreement herein shall include any amendment or renewal hereof.

21. Effectiveness. This Agreement shall become effective as of the date of execution hereof by each of the Parties hereto.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date and year first above written.

TOWN OF ISLIP

VILLAGE OF SALTAIRE

By: _____
Angie M. Carpenter, Supervisor

By: _____
Hugh A. O'Brien, Mayor