

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“**IMA**”) made as of the last date executed below, by and between **MONROE COUNTY**, a New York municipal corporation with offices at 39 West Main Street, Rochester, New York 14614 (the “**County**”) and the **VILLAGE OF BROCKPORT**, a municipal corporation with offices at 127 Main Street, Brockport, NY 14420 (the “**Municipality**”).

WHEREAS, pursuant to Resolution 197 of 2023, the County committed general fund unassigned funds in the amount of \$10,000,000 to fund town incentives to install sidewalks on County roads; and

WHEREAS, the Municipality submitted a Monroe County Municipal Sidewalk Funding Application to install 2370± LF of sidewalk on West Avenue between Caroline Drive and Briar Rose Lane (the **Project**”); and

WHEREAS, the Monroe County Legislature approved funding for the Project not to exceed \$177,500 pursuant to Resolution 248 of 2024 and authorized the execution of this IMA; and

WHEREAS the Village Board of **BROCKPORT**, by Resolution No. 12-2 of 2024, effective December 2, 2024, authorized the Municipality to enter into this IMA; and

NOW, THEREFORE, in consideration of the covenants, agreements, and conditions hereinafter expressed, the parties hereby mutually agree as follows:

1. **MUNICIPALITY RESPONSIBILITIES.** The Municipality shall:
 - a. Obtain public input on the Project prior to final design and construction.
 - b. Design the Project and submit the construction plans to the Monroe County Department of Transportation (“**MCDOT**”) for its review and approval (the “**Approved Plans**”).
 - c. Construct and install the Project in accordance with the Approved Plans. Any deviations from the Approved Plans must be submitted to MCDOT for its review and approval prior to the commencement of such work.
 - d. Appropriate all funding necessary to complete the Project in accordance with the terms of this IMA.
 - e. Obtain all required permits for the Project, including a 136 Highway Work Permit from the Monroe County Department of Transportation.
 - f. Acquire any right-of-way, easements, and/or fee interest, if necessary or desirable for the construction and maintenance of the Project. Any such real property rights shall be held in the name of the Municipality, not the County.
 - g. After completion of the Project, submit paid invoices and/or proof of costs for self-performance by the Municipality to MCDOT for the actual construction costs associated with the Project. For the purposes of clarity, Construction costs may include: utility relocation (storm, sanitary, water only), survey and stakeout, construction supervision, and inspection costs, maintenance and protection of traffic (MPOT/WZTC), excavation, concrete, retaining walls, curb/gutter, surface

restoration, signage, pavement markings. Other site work related features may be included, at the discretion of the Highway Superintendent when approved during plan review during the permitting phase. In no event shall construction costs include, nor shall the County reimburse the Municipality for: design costs, costs associated with the acquisition of property rights, permit fees, insurance, maintenance equipment, and ongoing maintenance and repair, overhead or underground utility relocations fees not mentioned above, replacement of existing sidewalk (concrete, asphalt or other), repair of existing sidewalk (asphalt, concrete or other), landscaping features other than lawn restoration (trees, shrubs, mulch or other ground cover), natural resource mitigation (i.e. wetlands, floodplain), and installation or relocation of lighting/light pole/roadway lighting appurtenances. Costs associated with rectangular rapid flashing beacons (“RRFB”), pedestrian crossing signage and crosswalk markings will not be included if the crossing does not meet MCDOT RRFB and Crosswalk Policies (these items, if not meeting MCDOT policy, can be installed and maintained at the Town’s cost, via separate IMA).

- h. Maintain, repair, and, if necessary, replace the sidewalk(s), including snow and ice removal, in perpetuity. This provision shall survive the expiration of this IMA.

2. **COUNTY RESPONSIBILITIES.** The County shall:

- a. Review the Municipality’s construction plans and either approve the plans or provide the Municipality with required changes necessary in order for the MCDOT to approve.
- b. After completion of the Project and upon submission of paid invoices and/or proof of costs for self-performance by the Municipality, reimburse the Municipality for up to 50% of its construction costs, in an amount not to exceed \$177,500.

3. **TERM.** The term of this IMA shall commence as of the last date executed below (the “Commencement Date”) and expire upon the earlier of: (1) completion of the Project, or (2) five years after the Commencement Date.

4. **INDEMNIFICATION.** The Municipality hereby covenants and agrees to indemnify, defend, and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney’s fees and costs of defense, incurred by the County as a result of the negligence, omission, breach, fault, or intentional misconduct of the Municipality in the conduct of work under this IMA. This provision shall survive the termination or expiration of this IMA.

5. **INSURANCE AND COMPLIANCE WITH ALL LAWS.** The County shall be named as additional insured on all insurance policies required of the contractor as part of its construction contract for the performance of work identified herein. The Municipality and its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules, and regulations applicable to the Project.

6. **ENTIRE AGREEMENT.** This IMA constitutes the entire and integrated agreement between the parties, and supersedes any and all prior proposals, negotiations, and agreement, whether written or oral. Any modification or amendment to this IMA shall be void unless it is in writing and

subscribed by the party against whom the modification or amendment is sought to be enforced.

7. **CHOICE OF LAW.** This IMA shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

8. **COUNTERPARTS.** This IMA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this IMA may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

9. **NON-DISCRIMINATION.** The County and Municipality agree that in carrying out its activities under the terms of the IMA that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

10. **SEVERABILITY.** If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall be valid and enforceable.

11. **RELATIONSHIP OF THE PARTIES.** The County shall perform the services under this agreement as an independent contractor. Neither the County nor any of its officers, agents or employees shall present themselves as officers or employees of the Town. Neither the County nor the Town shall be deemed to be the agent of the other, except as specifically set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this IMA to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

MONROE COUNTY

VILLAGE OF BROCKPORT

By: _____

By: _____

Name: Adam J. Bello

Name: _____

Title: Monroe County Executive

Title: _____