

## **INTER-MUNICIPAL AGREEMENT**

This Inter-Municipal Agreement (“Agreement”), dated as of February 27, 2025, by and between the County of Sullivan, a municipal corporation, located at 100 North Street, Monticello, New York 12701 (the, “County”) and the Town of Liberty, a municipal corporation with an address of 120 North Main Street, Liberty, New York 12754 (“Town”).

The County and Town are authorized to enter into this Agreement pursuant to General Municipal Law Article 5-G, letter b. This Agreement shall permit the County and Town to consolidate services in regards to Human Resources.

This Agreement details the duties and obligations of the County and the Town in regard to the County aiding the Town.

### **The County’s obligations are as follows:**

1. The County shall provide on-site review of current new hire practices with the Town of Liberty.
2. The County will assist the Town in review of current human resources new hire documentation and on-boarding practices,
3. The County will make recommendations regarding Human Resources best practices such as policies, procedures and best practices regarding the progressive discipline process.

### **The Town’s obligations are as follows:**

1. The Town agrees to monthly payment of \$550 per month in return for 15 hours of Human Resources related services per month.
2. As limited by the terms of this Agreement, the Town shall indemnify and hold the County, its officers, employees or agents, harmless for any acts or omissions by the County staff or by the Town, its officers, employees or agents.

### **Mutual Covenants and Restrictions:**

1. The County and the Town (the “Parties”) agree and consent to the following covenants and restrictions:
  - a. Both Parties acknowledge that they have had the opportunity to review this Agreement with their attorney and are prepared to fulfill or comply with all of their respective obligations, duties and covenants contained herein.
  - b. This Agreement shall be governed by the laws of the State of New York. Any disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.

- c. This Agreement shall be for a term commencing on June 1, 2025 and terminating on December 31, 2025. This Agreement may be extended upon mutual consent of the Parties for additional one-year terms through December 31, 2026. The Town’s obligation regarding indemnification shall survive the termination of this Agreement.
- d. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party.
- e. If any provision, paragraph, sentence or word contained herein or the application thereof to any person or circumstance be held unconstitutional, invalid or unenforceable in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality, invalidity or unenforceability shall in no way affect or impair any other provision, paragraph, sentence or word of this Agreement. Any court holding, rendering any provision, paragraph, sentence or word of this Agreement unconstitutional, invalid or unenforceable, shall be interpreted or applied in such a manner so as to give maximum force and effect to those provisions, paragraphs, sentences or words not addressed in the court holding.

The parties agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below.

This Agreement is authorized by Resolution No. \_\_\_\_\_, adopted by the Sullivan County Legislature on \_\_\_\_\_, and a Resolution adopted by the Town of Liberty Town Board on \_\_\_\_\_.

**COUNTY OF SULLIVAN**

**TOWN OF LIBERTY**

\_\_\_\_\_  
Joshua Potosek, County Manager

\_\_\_\_\_  
Frank DeMayo, Supervisor

**APPROVED TO FORM**

**APPROVED TO FORM**

\_\_\_\_\_  
Sharon Jankiewicz  
Assistant County Attorney

\_\_\_\_\_  
Kenneth Klein, Town Attorney

Contractor and subcontractor shall abide by all Federal, State and local laws pertaining to Equal Opportunities, including but not limited to *41 CFR 60-741.5* prohibiting discrimination against qualified individuals on the basis of disability and *41 CFR 60-300.5* prohibiting discrimination against qualified protected veterans.