

**FIRE SERVICES AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF AMSTERDAM**

This Agreement is made as of __ day of _____, 2016 by and between Montgomery County a Municipal Corporation existing under the laws of the state of New York, with its principal offices located the County Annex Building, 20 Park St., Fonda New York 12068, hereinafter referred to as the “County”, and the City of Amsterdam, a Municipal Corporation organized and existing under the laws of the State of New York, in the County of Montgomery and State of New York., with its principal offices located at 61 Church Street, Amsterdam NY 12010, hereinafter referred to as the “Municipality.”

WITNESSETH

WHEREAS, pursuant to General Municipal Law §119-o municipal corporations are authorized to enter into agreements for the performance among themselves of one of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the County on occasion needs to respond to HAZMAT events; and

WHEREAS, the City of Amsterdam Fire Department, which is overseen by the Municipality, has a HAZMAT response team; and

WHEREAS, the cooperative action of the County and the Municipality is expected to be to the benefit of the County and the Municipality.

NOW, THEREFORE, in consideration of the foregoing it is hereby mutually covenanted, promised and agreed by and between the parties hereto as follows:

1. The County shall pay an annual fee of \$10,000 to the Municipality.
2. The City of Amsterdam Fire Department shall respond to every HAZMAT call within the County pursuant to the protocol the Municipality currently has in place. If any changes occur to this policy the City of Amsterdam shall promptly notify the County.
3. The City of Amsterdam Fire Department shall provide all measures associated with confined space work for the County’s Department of Public Works.

4. Any personnel responding from the City of Amsterdam Fire Department shall have all of the necessary training and qualifications for the HAZMAT or confined work space situation.
5. **TERMINATION**: Either party may terminate this Agreement upon thirty days written notice to the other party. In the event of a termination the County will be entitled to a prorated refund of funds for the remaining term of the Agreement.
6. **TERM**: The term of this Agreement from January 1, 2017-December 31, 2017.
7. **ENFORCEABILITY**: If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
8. **WAIVER**: Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.
9. **INSURANCE AND LIABILITY**: The Municipality and the County shall proceed on a self-insured basis.
10. **AGENCY**: This agreement in no way establishes an agency relationship between the Municipality and the County. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.
11. **HOLD HARMLESS**: The Municipality shall hold the County harmless and indemnify the County from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it arising out of this Agreement.
12. **INDEMNIFICATION**: The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice to commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.
13. **ASSIGNMENT**: This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed pursuant to General Municipal Law §119-o, signed and acknowledged by the authorized officers and/or representatives of the parties. The terms of this Agreement shall be binding upon the the assigns of the parties hereto, in the event of approved assignment.

14. **MODIFICATION:** There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing in accordance with the provisions in General Municipal Law §119-o by the parties hereto. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

MONTGOMERY COUNTY

(Seal)

By: _____

Title: _____

CITY OF AMSTERDAM

(Seal)

By: _____

Title: _____

STATE OF NEW YORK

}SS

MONTGOMERY COUNTY

On this __ day of _____, 2017, before me personally came _____ to me personally known, who being by me duly sworn, did dispose and say that he resides in _____, New York; that he is the _____ of the Montgomery County, a Municipal corporation described in and is authorized to execute the within agreement.

Notary

STATE OF NEW YORK

}SS

MUNICIPALITY OF

On this ____ day of _____, 2017, before me personally came _____, to me personally known, who being by me duly sworn, did depose and say that he resides in _____, New York; that he is the Mayor of the City of Amsterdam, the municipal corporation described in and is authorized to execute the within agreement.

Notary