

**INTERMUNICIPAL AGREEMENT**  
**SHARED EMPLOYEE UTILIZATION**

THIS AGREEMENT made the \_\_\_\_\_ day of July 2013, by and between, THE TOWN OF CORTLANDT, a municipal corporation with its principal place of business at 1 Heady Street, Cortlandt Manor, New York, hereinafter referred to as "The Town"; and the VILLAGE OF BUCHANAN with its principal place of business at 236 Tate Avenue, Buchanan, New York, hereinafter referred to as "The Village".

WHEREAS, from time to time the Village needs to request Town employee services on an emergency basis or at such times as Village personnel are unavailable; and

WHEREAS, the Town's employed qualified personnel who are capable of providing such services on behalf of the Village on an emergency and/or as needed basis; and

WHEREAS, the Village has determined that it is in the best interest of the residents of the Village of Buchanan for Town personnel to provide such services on behalf of the Village on an emergency and/or as need basis; and

NOW, THEREFORE, in accordance with the provisions of New York State General Municipal Law 5-G and in consideration of the mutual promises and understandings contained herein, it is agreed as follows:

1. That the Town agrees to allow the Village to utilize its qualified personnel to perform such services upon request of the Village Administrator on an emergency and/or as need basis as is mutually agreed upon by the parties.
2. Any request for such services shall be made by the Village Administrator or such other person as designated by them to the Supervisor or her designee during normal business hours or by notifying the County 911 Center during off hours.
3. Whenever possible, said requests shall be by e-mail or fax transmission, however, verbal requests will be honored.

4. The Town shall honor the Village's request provided it does not interfere with previously scheduled activities of Town personnel in their regular work week.
5. The Town shall be liable for the acts of the employee and any intentional acts resulting from the services provided to the Village. In the event damages are caused as a result of the direction given by the Village then the Town shall be held harmless by the Village, except as a result of negligent or intentional actions of Town personnel the Town shall not, in any event whatsoever, be liable for any injury or damage to any person or property happening in furtherance of or as a result of this Agreement and the services provided hereunder. The Village indemnifies and save the Town harmless from and against any and all liability and damages.
6. Each municipality shall remain fully responsible for its own employees including salary, benefits and workers compensation insurance.
7. The Village shall reimburse the Town for the use of any Town personnel on an hour per hour basis. If the employee is paid straight time the Village shall reimburse straight time, if the employee is paid overtime the Village shall reimburse the overtime rate plus such other charges which may be incurred, including but not limited to, FICA, pension, etc. attributable to the work performed for the Village.
8. This Agreement shall be for two (2) years, however, each party has the right to terminate this Agreement upon thirty (30) days prior notice to the other party.

IN WITNESS HEREOF, the parties have hereunto executed this Agreement on the day and year first above written.

VILLAGE OF BUCHANAN

BY: \_\_\_\_\_

TOWN OF CORTLANDT

BY: \_\_\_\_\_  
LINDA D. PUGLISI  
Supervisor