

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("Agreement"), effective upon the date of its full execution, is made by and between the Town of Kirkland ("Town"), a New York municipal corporation with offices located at 3699 State Route 12B, Clinton, New York 13323, and the County of Oneida ("County"), a New York municipal corporation with offices located at 800 Park Avenue, Utica, New York, 13501. The Town and County are each a "Party" and together, the "Parties".

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to replace a culvert on Craig Road over Sherman Brook, located in the Town of Kirkland, Oneida County (the "Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation ("NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2755.10, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing one hundred percent (100%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Eight Hundred Ninety-One Thousand Dollars and Zero Cents (\$891,000.00) in the form of Federal and State Aid; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

- 1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.
- 1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement and are anticipated to include managing contracts for the design, construction, and inspection of the Project.
- 1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.
 - 1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.
 - 1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.
 - 1.3.3. The estimated total cost of the Project is Eight Hundred Ninety-One Thousand Dollars and Zero Cents (\$891,000.00).
 - 1.3.4. The State of New York, through the NYSDOT, has committed to provide one hundred percent (100%) reimbursement of eligible Project expenditures, up to a maximum amount of Eight Hundred Ninety-One Thousand Dollars and Zero Cents (\$891,000.00).
 - 1.3.5. The County shall advance all Project expenditures and shall complete all necessary documents to receive reimbursement through the NYSDOT for the Project funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.6. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

- 2.1. The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT or that are required to be repaid by the County to NYSDOT, the State of New York, the United States, or any other entity.
- 2.2. Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.
- 2.3. The foregoing guarantees of this Section 2 shall survive the termination of this Agreement.

3. TERM

- 3.1. The term of this Agreement shall commence upon the effective date and shall continue until NYSDOT's issuance of a Final Acceptance of Locally Administered Project or September 30, 2034, whichever is sooner.

4. SEVERABILITY

- 4.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

5. NON-WAIVER

- 5.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

6. ENTIRE AGREEMENT

- 6.1. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

7. INCORPORATION BY REFERENCE

- 7.1. The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.
- 7.2. The NYS Department of Transportation BridgeNY Program Application for this Project is deemed incorporated into this Agreement as **EXHIBIT B**.

8. AUTHORITY TO ACT/SIGN

- 8.1. The Town's signatory hereby represents, warrants, personally guarantees, and certifies that he or she has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

9. ADVICE OF COUNSEL

- 9.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

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IN WITNESS WHEREOF, each of the Parties hereto have affixed their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

TOWN OF KIRKLAND



Robert J. Meelan
Town Supervisor

Date: 11/22/2024

Approved

By: _____

Andrew Dean, Esq.
Deputy County Attorney - Administration

Exhibit A
(Standard Conditions)

Exhibit B

(BridgeNY Program Application)