

INTERMUNICIPAL AGREEMENT FOR FIRE MARSHAL SERVICES

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025, by and between the Town of Sweden, a municipal corporation with offices at 18 State Street, Brockport, New York (“Sweden”), and the Village of Brockport, a municipal corporation with offices at 127 ~~Main~~ ^{Main} Street, Brockport, New York (“Brockport”), pursuant to Article 5-G of the New York General Municipal Law.

WHEREAS the Town of Sweden desires to obtain Fire Marshal services to fulfill its responsibilities under New York State and local fire safety codes, and

WHEREAS the Village of Brockport employs a qualified Fire Marshal and is willing to provide such services to the Town of Sweden, and

WHEREAS both parties are authorized under Article 5-G of the General Municipal Law to enter into cooperative agreements for the provision of municipal services.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The scope of services that Brockport shall provide to Sweden the services of its Fire Marshal, including but not limited to: Fire code inspections and enforcement; Investigation of fire incidents as required and requested by the Brockport Fire District; Issuance of permits and certificates as required by applicable fire codes on a limited basis.

2. The Term of this Agreement shall commence on _____, 2025, and shall terminate on December 31, 2025, unless terminated earlier as provided in this Agreement. The Agreement may be renewed upon mutual written consent of both parties.

3. Sweden shall pay to Brockport the amount of \$75.00 an hour with a two hour minimum quarterly for Fire Marshal services. This fee may be adjusted annually upon mutual agreement based on changes in service needs or personnel costs.

4. The Fire Marshal assigned shall remain an employee of Brockport. Brockport shall be responsible for all payroll, benefits, insurance, supervision, training, and discipline of its personnel. Sweden shall not be considered the employer of the Fire Marshal or any Village personnel for any purpose.

5. Each party shall be responsible for its own acts and omissions, and those of its employees, in the performance of this Agreement. Ogden shall maintain liability insurance coverage for its personnel while performing services in Sweden.

6. The Fire Marshal shall maintain appropriate records of inspections, violations, permits, and other services rendered in the Town of Sweden, and shall provide periodic reports as requested by Sweden.

7. Either party may terminate this Agreement by giving ninety (90) days' written notice to the other party. Upon termination, Brockport shall complete any in-progress work and submit all related documentation to Sweden.

8. This Agreement shall be governed by the laws of the State of New York. This Agreement constitutes the full and complete understanding between the parties. No amendment shall be valid unless in writing and signed by both parties.

Dated: July 8, 2025

Town of Sweden
By: Patricia Hayles, Town Supervisor

Dated: July , 2025

Village of Brockport
By: Benjamin Reed, Village Mayor

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