

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015 between the TOWN OF MARLBOROUGH, a municipal corporation of the State of New York, with offices at 21 Milton Turnpike, Milton, New York, hereinafter referred to as “Town”, and the MARLBORO CENTRAL SCHOOL DISTRICT, a public school district organized under the laws of the State of New York, with offices at 21 Milton Turnpike, Milton, New York, hereinafter referred to as “School District”, collectively referred to herein as “the Parties.”

WITNESSETH:

WHEREAS, the Town is a municipal corporation organized under the laws of the State of New York; and

WHEREAS, the School District is a school district organized under the laws of the State of New York; and

WHEREAS, the Town currently contracts with Lexis-Nexis for the use of computer software for the purpose of allowing it to perform its governmental functions; and

WHEREAS, the School District desires to utilize the same Lexis-Nexis computer software for allowing it to perform governmental functions; and

WHEREAS, the Parties desire to utilize the aforementioned software for their respective uses and to share in the costs of the aforementioned software services with Lexis-Nexis, which will result in cost savings to both Parties, and

WHEREAS, the Parties are allowed to enter into an Inter-Municipal Agreement, pursuant to the provisions of Article 5-G, Section 119-o of the General Municipal Law, to share said software services pursuant to the terms and conditions herein after set forth;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to share in the costs for the installation, maintenance, and ordinary use of the Lexis-Nexis software program, with each party hereto having responsibility for a fifty percent (50%) equal share of said costs.
2. The School District shall reimburse the Town on a monthly basis for its share of the monthly fees for the use of the Lexis-Nexis software program. The School District shall submit payment to the Town no later than thirty (30) days after receipt by the Office of the Director of Business and Finance of an invoice from the Town, which shall include the monthly invoice from Lexis-Nexis for the

services described herein.

3. This Agreement shall commence on _____ and terminate on _____. The Parties may agree to extend this Agreement for an additional term of ___ year(s), upon mutual agreement of the Parties, in writing.
4. In connection with the performance of this Agreement, the Parties agree to comply with all applicable federal and state laws and regulations, and all provisions of the software agreement with Lexis-Nexis, a copy of which is attached hereto as Exhibit "A."
5. Each party warrants and represents to the other that it is responsible for all of its employees who may be engaged in the use of the software described herein, as it relates to compensation, insurance and employment matters.
6. Either party may terminate this Agreement for convenience at any time, upon no less than thirty (30) days' prior written notice to the other party. In the event of such termination, the District shall only be responsible to pay for the costs and expenses up to the effective date of termination.
7. Each party shall indemnify, defend and hold harmless the other, its officers, employees, agents and representatives, from and against all claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, which may be asserted against the other as a result of the performance of this Agreement, except to the extent that such claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses arise as a result of the negligence, breach of this Agreement, statutory or regulatory violation, or knowing or intentionally wrongful act of the other party. This clause shall remain in full force and effect notwithstanding the expiration of the term of this Agreement.
8. The Town shall name the School District as an additional insured on any liability insurance policies it possesses related to the use of the software services described herein.
9. If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.
10. This Agreement contains the entire agreement between the Parties and may not be changed, modified, altered or in any way amended, except by agreement in writing executed with the same formality as the Agreement herein.
11. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach

by either party.

12. Neither party shall have the right to assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the other party.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
14. This Agreement is subject to the approval by the Parties' respective Boards, the Town Board of the Town of Marlborough and the Board of Education of the Marlboro Central School District.
15. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.

Dated: _____

MARLBORO CENTRAL SCHOOL DISTRICT

BY: _____

Dated: _____

TOWN OF MARLBOROUGH

BY: _____

EXHIBIT "A"

Insert-

Software Agreement with Lexis-Nexis