

**License Agreement to Permit Tompkins County Sheriff's Office
Use of Enfield Town Hall Office and Garage Space for Sheriff's Satellite Office**

THIS AGREEMENT(the "Agreement") is entered into this day of 2020, for a term of _____ years, to expire on the _____ day of _____, 20____, by and between the

TOWN OF ENFIELD, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 168 Enfield Main Road, Ithaca, NY 14850 (the "Town"), and the

COUNTY OF TOMPKINS, with offices at 125 East Court Street, Old Jail Bldg. 3rd Floor, Ithaca, New York 14850 (the "County"), acting with and for the Tompkins County Sheriff's Office, at 779Warren Road, Ithaca, New York 14850, (the "Sheriff"), hereinafter together, and jointly and severally, the "COUNTY".

WITNESSETH, that the Town and the COUNTY, for the consideration hereinafter named, do hereby mutually agree as follows:

1. The Town hereby gives and grants to the COUNTY, and the COUNTY hereby accepts from the TOWN, a revocable license to use a portion of the Enfield Town Hall property at 168 Enfield Main Road, Ithaca, NY, for the purpose of housing a Sheriff's satellite office. The space to be occupied by the COUNTY for use by the Sheriff pursuant to this Agreement is hereinafter referred to as the "Licensed Premises" (which term shall include all immediately adjacent areas and lands used by the County, including outdoor parking or standing areas). All deputies and other personnel working in the satellite office shall be under the exclusive supervision of the elected Sheriff or his designee. Said license is for a ten (10)-foot by twelve (12)-foot office space and bathroom, as well as the garage bay closest to the office area located within the right side of the garage space at Town Hall, 168 Enfield Main Road, Ithaca, NY, to house officers and one vehicle, within the guidelines of regular safety and other rules and practices of the Tompkins County Sheriff's Office. All vehicles and all weapons used in relation to the Licensed Premises, or stored therein or nearby thereto, shall be secured at all times and the COUNTY shall be solely responsible for all use or misuse of the said vehicle(s) or weapon(s) by any authorized or unauthorized persons or third parties.

2. This Agreement shall be for a period commencing on _____, and ending on _____, provided, however, that either party may terminate this Agreement by delivery (by mail or by personal service) to the other party (at its address stated hereinabove) of a notice of its intention to terminate this Agreement effective the later of 90-days after the delivery of said notice or the date upon which such termination is stated to become effective. At the expiration of said 90-day period or on the effective date of termination: (a) this Agreement shall terminate; and (b) the COUNTY and the Sheriff's Office shall, at their own cost and expense, immediately remove all of equipment and vehicles from the Licensed Premises, effect any repairs to the Licensed Premises for damages or other waste to the Licensed Premises, and quit and surrender possession thereof to the Town in good order and condition, excepting normal wear and tear.

3. The COUNTY shall provide consideration to the Town for this Agreement and use of the Licensed Premises as follows: (a) the COUNTY's continued improvement and maintenance of the Licensed Premises at no cost to the Town or its taxpayers, including upgrades and utility and energy efficiency improvements to the Licensed Premises and building(s) in which the same are situate; (b) through the provision of insurance coverages and indemnities as herein provided; (c) through the constant maintenance of the Licensed Premises in clean and sanitary order for the enjoyment and use of the public; and (d) the COUNTY contributing 50% of the cost of a heat pump and its installation, to be undertaken by the Town, and the COUNTY's commitment to reduce energy and other utility costs in the Licensed Premises, including by jointly cooperating in grants and other energy-savings planning.

4. The COUNTY acknowledges that the Town has and does not make any express or implied warranty as to the fitness, condition, design, usability or merchantability of the Licensed Premises, its amenities, utilities, or appurtenances, or their fitness for any particular purpose, or the quality or capacity of such locations and facilities. COUNTY and the Sheriff have examined the space and facilities and accept the same "AS IS, WHERE IS" and in its current condition. Notwithstanding anything to the contrary contained in this Agreement, the Town shall not, under any circumstances, be liable to the COUNTY or any third party for consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to the transactions and operations contemplated hereunder, including but not limited to loss of profits, loss of the benefits of use, or loss of business or products, even if the Town is aware or apprised of the likelihood of such damages, and even if such damage or loss was foreseeable. It is expressly understood and agreed that each and

every provision of this Agreement that provides for indemnity, a limitation of liability, a disclaimer of warranties, or an exclusion of damages is intended by the parties to be severable from any other provision and is a separable and independent element of risk allocation, intended to be enforced as such.

5. The Licensed Premises shall be used, occupied, operated, maintained, improved, and repaired at the sole cost and expense of the COUNTY so as to be or become in compliance with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations, and consistent with Tompkins County Sheriff's Office operating, management and safety requirements. Any and all changes or repairs are subject to consent of the Enfield Town Board, which will not be unreasonably withheld. Structural changes will require submitted plans by a licensed architect or structural engineer and must be consistent with the historic nature and use of the space. All electrical work must be performed by a qualified electrician and inspected by a licensed electrical inspector. The COUNTY shall, at its own cost and expense, clean and repair the Licensed Premises after use by the COUNTY or upon termination of this Agreement. In exercising the use and occupation rights herein granted, the COUNTY agrees it shall not prevent or block vehicular or pedestrian ingress or egress on or over the Town's Town Hall property, interfere with the activities or operations of the Town (including the Town Justices and all Town officers and employees), and the COUNTY shall not assign this Agreement, or its right, title or interest herein, without the express, prior written consent of the Town.

6. The COUNTY shall purchase and maintain during the term of this Agreement such public liability and property damage insurance as shall protect the Town from claims for damages for personal injuries and losses of life, as well as claims and damages for property losses and damages, including building replacement cost coverages and general all-risk coverages under applicable CGL or similar policies, arising in relation to or in consequence of the use or occupancy of the Licensed Premises. The COUNTY shall provide the following minimum amounts of insurance coverages and meet the following insurance requirements:

a. Insurance Minimum Limits are as follows: (i) workers' comp. and disability per NYS law; (ii) Commercial General Liability with \$2M per occurrence, \$1M personal and advertising injury, \$1M products and completed operations aggregate, and a \$2M general aggregate; (iii) Automobile Liability-Owned, Hired, and Non-Owned \$2M combined single limit; (iv) Professional liability / Errors and Omissions at \$2M per claim and with \$2M annual aggregate; and (v) Excess coverage or Umbrella for general liability, property loss, and auto coverages at \$5M. Commercial General Liability coverages may be met through a combination of umbrella and primary policies, but in no case in form no less broad than a standard ISO CG 0001.

b. All insurance and policies shall name the Town and its officers, employees, and agents, as additional party insureds (severally and together, "Additional Insureds"). The Town and Additional Insureds shall be notified in writing at least 30 days prior to cancellation of or any material change in the policy or coverage limits. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if COUNTY procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein. All COUNTY insurance shall be primary to any insurance maintained by Town and Additional Insureds, which shall be secondary and non-contributory. Any deductibles or self-insured retentions shall be the sole responsibility of COUNTY, and coverages shall apply for the benefit of the Town and Additional Insureds as if no deductible or self-insured retention applied. COUNTY shall bear the risk of loss with respect to its property and owned, leased, rented or borrowed vehicles used or at the Licensed Premises, including all equipment, data, tools, or other personal property or fixtures.

c. COUNTY shall furnish to Town, upon request, certificates of insurance evidencing all identified insurance coverages (including without limitation, an ACORD form) and, at least 30 days prior to the expiration of any policy, certificates evidencing additional or renewal policies. The failure to request or furnish certificates, or of any certificate, policy, or coverage, to meet the requirements of this Agreement, shall not excuse compliance herewith or constitute or be construed as a waiver by Town or any Additional Insured.

7. The COUNTY agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town of Enfield that may arise, directly or indirectly, from the negligence, acts or omissions of the COUNTY, its volunteers, its patrons, or any of its agents or employees, and the COUNTY further agrees that it and the Tompkins County Sheriff's Office will defend, indemnify, and save harmless the Town of and from any and all suits, claims, actions, or causes of action of every name and description brought against the Town for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of the COUNTY, its

officers, agents, employees, patrons and invitees, as well as any police and peace officers, or any of its agents or employees, arising from or in relation to the COUNTY'S use of the Licensed Premises or otherwise arising under this Agreement. The Town agrees that the Town will defend, indemnify, and save harmless the COUNTY of and from any and all suits, claims, actions or causes of action of every name and description brought against the COUNTY for or on account of any death, injuries or damage received or sustained by any party or parties arising by or from the negligence of the Town or any of the Town's officers, agents or employees and arising during the COUNTY'S use of the Licensed Premises or related acts arising under this Agreement. In each case, a defense and indemnity shall be provided only to the fullest extent permitted by law, and neither party intends to indemnify any other party for such other party's own negligence.

8. The Town agrees that a best use of this space is to serve the public and, as such, agrees to pay for and provide access to the existing internet connection, CATV connection, and other utilities as now exist to the COUNTY. This obligation applies only to the extent that such services or connections exist, and does not commit the Town to spend any money to add users or accounts for any reason, and expressly does not include phone lines for the COUNTY or Sheriff, which shall be installed by the COUNTY with numbers and call features selected by and at the sole cost and expense of the COUNTY. If necessary, the COUNTY shall have its own account(s) opened and its own lines or drops installed.

9. To the extent the Town has any duty of payment or performance hereunder, this Agreement shall be deemed executory only to the extent of monies appropriated and available for the purposes hereof, and no liability on account hereof shall be incurred by the Town beyond the amount of such monies. This Agreement is not a general obligation of the Town, and neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or for performance hereunder. It is understood that neither this Agreement, nor any representation by any public employee or officer, creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement. The revocable license granted herein is not a conveyance of real property, is not intended to grant or convey to the COUNTY the exclusive use of the land or building on which the Satellite office operates, is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others, and is granted subject to the right of the Town (which right the Town hereby reserves) to use and enjoy the lands and building within the boundaries of the property described herein in any manner that does not unreasonably interfere with the right herein granted to the COUNTY, and to grant and convey easements and rights-of-way and use to others over, across, under, and through the lands and buildings within the boundaries of such parcel or property.

10. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed above, or to such other address as may hereafter be designated in writing by either party hereto.

11. If any provision hereof is held invalid or unenforceable (severally or together, an "Invalidity") by a court or tribunal of competent jurisdiction, such Invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be reformed to the minimum extent required to bring it into compliance with applicable law or otherwise make such provision enforceable. Such reformation shall be performed by first taking into account the purposes sought by the Town in any such provision, second by the intent of the parties as set forth in such provision, and thirdly by the intent of the parties as gleaned from other provisions in this Agreement. If such reformation is not possible then such provision shall be severed, but in all cases any invalidity shall be confined in its operation to the jurisdiction, facts, and circumstances giving rise to the same, and no such invalidity shall apply to other places, persons, entities, facts, or events.

12. This Agreement shall be construed in accordance with the laws of the State of New York and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto. This Agreement constitutes the entire understanding of the parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except by a writing duly signed by the parties that specifically refers to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict herewith, and no party shall be bound by any representation, promise, or inducement not set forth in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this Agreement or any prior agreement, written or oral, shall not be relevant or admissible to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No

representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the Town of Enfield, has caused its corporate seal to be affixed hereto and these present to be signed by Beth McGee, its Supervisor, duly authorized so to do, and to be attested to by Ellen Woods, Enfield Town Clerk, and the said COUNTY has caused its corporate seal to be affixed hereto and these presents to be signed by Jackie Kippola and Derek R. Osborne, this _____ of _____, the day and year first above written.

Town of Enfield

By: _____
Beth McGee, Town of Enfield Supervisor

Date _____

Attest:

By: _____
Ellen Woods, Town of Enfield Town Clerk

Date _____

Tompkins County

By: _____
Jackie Kippola, Contract Risk Manager

Date _____

Tompkins County Sheriff's Office

By: _____
Derek R. Osborne, Sheriff of Tompkins County

Date _____