



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: January 20, 2016

Sponsored by Council Members: Mihalko, Matzo, Papastrat, Scaringi, Cronce, Taylor, Berg

Introduced by Committee: Municipal Public Affairs

RESOLUTION

entitled

**A RESOLUTION TO AUTHORIZE THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
BROOME COUNTY FOR USE OF SPACE AT
THE INTERMODAL TRANSPORTATION
CENTER**

WHEREAS, the City of Binghamton wishes to contract with Broome County for use of space at the Intermodal Transportation Center; and

WHEREAS, there is no charge for such use.

NOW, THEREFORE, the Council of the City of Binghamton duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with Broome County for use of space at the Intermodal Transportation Center as set forth in the attached agreement.

Introductory No. R16-15

Permanent No. R16-18

Sponsored by City Council Members:
Mihalko, Matzo, Papastrat, Scaringi, Cronic, Taylor, Berg

A RESOLUTION TO AUTHORIZE THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
BROOME COUNTY FOR USE OF SPACE AT THE
INTERMODAL TRANSPORTATION CENTER

The within Resolution was adopted by the Council of
the City of Binghamton.

1/20/16
Date

[Signature]
City Clerk

1/21/16
Date Presented to Mayor

1/21/16
Date Approved
[Signature]
Mayor



	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			
Councilman Mihalko	✓			
Councilwoman Cronic	✓			
Councilman Taylor	✓			
Councilman Matzo	✓			
Councilman Berg	✓			
Councilman Papastrat	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 1/20/16. Approved
by the Mayor on 1/21/16.

[Signature]

AGREEMENT

This Agreement entered into this day of , 2015 by and between the City of Binghamton, a municipal corporation organized and existing under the laws of the State of New York and having offices at City Hall, 38 Hawley Street, Binghamton, New York 13901 (herein after called "City") and the County of Broome, a municipal corporation organized and existing under the laws of the State of New York and having its offices at the Edwin L. Crawford County Office Building, PO Box 1766, Binghamton, NY 13902 (hereinafter "County").

WITNESSETH:

WHEREAS, the County owns and operates the Intermodal Transportation Center in the City of Binghamton; and

WHEREAS, the City has requested to use space on the second floor of the Internodal for training; and

WHEREAS, in return for the use of this space the City agrees to provide a police presence at the Intermodal to supplement Broome Security.

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

Grant of License

1. The County grants permission for the City to use the space on the second floor of the Internodal as depicted on the floor plan attached hereto as Exhibit A for training for its Police Department. In addition the County and City will permit other police and sheriffs agencies in Broome County to use this space for training. When other agencies wish to use this space they shall contact the Binghamton Police Chief to obtain badges and keys for use of the space. It is understood that this agreement creates a license only and that the City does not and shall not claim an estate or interest in the property by virtue of this license or the use of the premises.

Consideration

2. In consideration of the use of this space the City will provide police patrols at the Internodal to supplement those patrols currently provided by Broome Security. In

addition the City will permit other law enforcement agencies in Broome County including but not limited to the Broome County Sheriff's Office to train at this location with the City's equipment.

Renovations

3. The City shall not renovate the space unless the plans for said renovations are reviewed and approved by the County Commissioner of Public Works, Parks, Recreation and Youth Services. Any renovations to said space shall be at the City's expense. Any permanent improvements to this space shall become the County's property at the expiration or early termination of this agreement.

Use of the Premises

4. The City shall exercise due care in the use and maintenance of the space, keeping it in good repair and in a condition equivalent in all respects to that in which it was received by the City, normal wear and tear excepted.

Insurance and Indemnity

5. The City for itself, its successors and assigns releases, relinquishes, discharges and agrees to indemnify the County, its successors and assigns against any and all claims, demands, and liability for any and all loss damage, injury, or other casualty to property, whether it be that of either of the parties to this agreement or of third persons, and to persons, whether they be third persons or employees of either of the parties to the agreement, caused by, growing out of, or happening in connection with the City's use and occupancy of the space referenced in paragraph 1 of this agreement or any equipment located or to be located on the premises, or by reason of any other casualty. The City shall comply with the insurance requirements set forth in Exhibit B attached hereto.

Breach.

6. If the City shall violate any agreements, conditions, or obligations, of this agreement, the County shall have the right to declare this agreement cancelled and terminated and shall have the further right, without notice and without recourse to any legal proceeding, to enter the premises and repossess itself of the premises, including all property embraced within the terms of this agreement.

Return of Premises and Property

7. On termination of this license by lapse of time or otherwise, City shall return to County the premises, together with all property embraced by this agreement, and any other property of County located on the premises in their condition when received by the City, reasonable wear and tear incident to the proper use of such property excepted. If the City shall for any reason be unable to return any such property, City shall replace the property with similar property of value or pay licensor the market value of property.

Right of Entry

8. The County reserves the right of entry of its representatives, agents, and employees for the purpose of examining and inspecting the premises and any property of County located on the premises.

Iteration

9. The City shall make no alterations or changes in or addition to the licensed premises without first procuring the written consent of the County. Any work so authorized shall be at the sole cost of the City. Any such alterations, changes or additions so made shall become the property of County. The City shall have no claim of any kind or character to or for any alterations, changes or additions.

No Transfer or Assignment

10. This license is personal to the City and shall not be assigned in whole or in part without the prior written consent of the County. This agreement shall commence on January 1, 2016 and shall expire on December 31, 2018. This agreement may be renewed for two additional three year periods upon the mutual consent of the parties.

Termination

11. If this agreement shall be cancelled or shall terminate for any cause prior to the expiration of this agreement, this agreement shall terminate automatically without previous notice, and the County shall not be liable to licensee for damages or otherwise on account of cancellation or termination.

Governing Law

12. This agreement shall be governed by the laws of the State of New York.
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Notices

13. Any notice provided for or concerning this agreement shall be in writing and deemed sufficiently given when delivered personally or sent by certified or registered mail if sent to the respective addresses of each party as set forth at the beginning of this agreement.

Ng Waiver

14. The failure of either party to this agreement to insist upon the performance of any of its terms and conditions or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

Entire Agreement

15. This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Modification of Agreement

16. Any modification to this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Section Headings

17. The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, the City and County have caused their respective duly authorized representatives to execute this agreement under seal as of the day and year first above written.

County of Broome

By: _____

Debra A. Preston
County Executive

City of Binghamton

By: 

Richard David
Mayor