

**INTERMUNICIPAL AGREEMENT
Town of Hurley and Kingston City School District**

Regarding Municipal Shared Services—Emergency Evacuation Site

This Intermunicipal Agreement is dated as of the January 1, 2023 by and between the Town of Hurley, a municipal subdivision of the State of New York situate in Ulster County, with offices at 10 Wamsley Pl, Hurley, NY 12443 (“Hurley”); and Kingston City School District, on behalf of Ernest C. Myer Elementary School, located at 230 Millbrook Ave, Hurley, NY 12443 (the “School District”) (collectively the “Parties”);

W I T N E S S E T H:

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the parties are authorized to enter into this intermunicipal agreement for the purposes of performing shared services with respect to municipal activities generally described at Exhibit A (“Shared Services”); and

WHEREAS, the Parties have determined that the relative costs to be borne by each party constitute a reasonable allocation of costs and that this agreement will result in mutual cost savings; and

WHEREAS, the execution and delivery of this agreement has been determined under the State Environmental Quality Review Act to constitute a Type II action which will not have an adverse effect on the environment; and.

WHEREAS, all things necessary to constitute this agreement a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this agreement have in all respects been duly authorized by the respective parties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to as follows:

1. Shared Services: The Parties agree to cooperate in the Shared Services as determined from time to time in accordance with this agreement. The initial plan for such shared services is to be as set forth at Exhibit A. Such plan may be amended from time to time as authorized by resolution of the Board of each Party. Each Party shall ensure that any vehicles made available for use in connection with this agreement shall be properly licensed and permitted in accordance with New York State laws. Each Party shall designate its municipal employees and/or duly designated municipal officers for purposes of this agreement. All drivers shall be properly licensed in accordance with New York State laws. Each party shall be responsible for management and direction of its own personnel. Each

2. Costs and Billing: Each party shall be responsible for its own costs of administration of this agreement. Each Party has preliminarily determined that the relative sharing arrangement and cost reimbursement schedule outlined at Exhibit A should result in a fair and equitable sharing of costs of the shared services, and that the result of such sharing will be a cost savings to each party. The parties agree that they will review costs and expenses of this program at least annually.

3. Records: When applicable, each party will maintain equipment logs, timecards, gas usage, and expense records, in each case showing dates of service and hours or amounts, and such other records reasonably necessary to determine the total and relative costs of the shared services. Each party will make such records available to the other parties upon request.

4. Indemnity: Each party agrees to indemnify and hold harmless the other parties and their respective agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including reasonable attorneys' fees) arising directly or indirectly out of the negligent acts or omissions of the first party or its officers, employees, or agents with respect to this agreement. This provision as well as the additional provisions of this agreement are solely for the benefit of the parties and the parties intend no benefits to third persons.

5. Insurance: Each party shall obtain liability insurance in the amount of not less than \$2,000,000, and statutory employee and workers' compensation insurance, in each case from a company authorized to issue such policies in the State of New York and rated at least A/X by A.M. Best's Rating Service, or equivalent satisfactory to the other party, and such policy shall name the other as an additional named insured and shall provide for not less than 30 days notice of cancellation to such additional insured. Satisfactory evidence of such policies shall be furnished to by each party to the others prior to commencement of work under this agreement.

6. Term of Agreement: This agreement shall continue in force for an initial period of 1 year commencing with the date of this agreement, and thereafter shall be automatically renewed annually, for no more than 4 years, unless terminated by any party at its option as to its participation in this agreement by notice to the other parties given not less than thirty (30) days prior to the end of each school year.

7. Termination. Any party may terminate this agreement at any time upon thirty (30) days' notice to the other parties. The provisions of Section 4 shall survive termination to the extent of any claims arising prior to the date of termination.

8. No Assignment or Subcontracts. The parties agree that this agreement is based on shared municipal services. No party shall assign or subcontract its obligations under this agreement without the express written consent of the governing board of the other parties.

9. Notice: Any and all notices and payments required hereunder shall be addressed as set forth at Exhibit B, or to such other address as may hereafter be designated in writing by a party hereto.

10. Disputes: The parties agree and understand that the Supreme Court, Ulster County, New York shall have exclusive jurisdiction of any controversy or claim arising out of or relating to this agreement, or the breach thereof.

11. Miscellaneous Provisions:

(A) This agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by both parties. This agreement may be executed in one or more counterparts, each of which shall be an original for all purposes.

(B) No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the undersigned Parties have each caused this agreement to be signed by their duly authorized officers as of the day and year first above written.

TOWN OF HURLEY

By: _____
Melinda McKnight, Supervisor

KINGSTON CITY SCHOOL DISTRICT

By: _____
Print name:

Intermunicipal Agreement

EXHIBIT A

Plan for Shared Services—Emergency Evacuation

Town of Hurley and Kingston City School District

1. Services.
 - a. The Town of Hurley will provide use of the outside space including the parking lot surrounding town hall as an emergency evacuation site for Ernest C. Myer Elementary School.
 - b. It is agreed that unless necessary due to weather or other dangerous conditions the inside of Town Hall will not be used.
 - c. The Town of Hurley shall make reasonable efforts to make a building available for emergency shelter use by the School District with minimal notice.
2. Reimbursement
 - a. The School District shall replace or reimburse the Town of Hurley for goods or supplies that may be used in the School District's conduct of shelter activities.
 - b. The School District shall exercise reasonable care in the use of the Town of Hurley facilities and shall reimburse the Town of Hurley for any damage to the physical facilities directly caused by these shelter activities.
3. Notification
 - a. When possible, the School District shall notify the Town of Hurley town clerk in advance of the use of the space.

EXHIBIT B

Notice Addresses

(Last Revised December 27, 2023)

To Town of Red Hook:

Town Clerk
Town of Hurley
10 Wamsley Pl,
Hurley, NY 12443

To School District:
