

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (this "Agreement") dated this 8 day of March, 2016, is by and between the TOWN OF PREBLE, a New York municipal corporation with an address of 1968 Preble Road, Preble NY 13141 (the "Town"), and the HOMER CENTRAL SCHOOL DISTRICT, a New York municipal corporation with an address at Homer School District of PO Box 500, Homer, NY 13077 (the "District").

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 244-b; and

WHEREAS, the Town owns and maintains recreational facilities including but not limited to baseball fields (the "Baseball Facilities") located at Rte 281, Preble, NY and

WHEREAS, the District needs baseball fields to facilities its interscholastic baseball program; and

WHEREAS, the Town and the District desire to enter into an agreement whereby the Town will permit the District to utilize the Baseball Facilities during specific dates and times for its interscholastic baseball program; and

WHEREAS, it is in the interest of the taxpayers of the District and the Town to share resources in operating the Baseball Facilities; and

WHEREAS, it is determined that while liability risks are inherent when operating public parks and other similar projects, no substantial additional risk is occasioned on the part of either party by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Term. This Agreement shall begin on March 1, 2016 and end on April 30, 2021 (the "Term").
2. District Use of Baseball Facilities. The Town shall permit the District to have the exclusive use of the Baseball Facilities for its baseball team practices, games, and tournaments. The dates and times of such use during the months of March, April, May and June, shall be agreed to between the parties in writing annually prior to the start of each school term, but may be amended in writing by the parties as necessary from time to time. During the dates and times during which the Baseball Facilities are designated for the exclusive use of the District, the Town agrees that the Baseball Facilities will be closed for use by residents of the Town. The Baseball Facilities will be open to residents of the Town at all other times. The District shall use the Baseball Facilities subject to the rules and regulations as established by the Town Board. Attached hereto and incorporated herein as Exhibit A is a set of the rules and regulations in effect on the date of this Agreement.
3. Consideration. In consideration for the use of the Baseball Facilities owned by the Town, the District shall pay the Town on an annual basis during the Term of this Agreement Ten and 00/100 Dollars (\$10.00) per annum.

4. Responsibility for Maintenance, Repair and Operations. The District shall be responsible for the maintenance and repair of the Baseball Facilities during the period when the District shall have exclusive use of the Baseball Facilities and the Town agrees to be responsible for the maintenance, repair, and operational obligations of the Baseball Facilities during all other times.

5. Insurance. Each party agrees to protect, defend, indemnify and hold the other party harmless from any and all claims for damage or injury arising from, or in any way related to the use of the Baseball Facilities. Notwithstanding the foregoing, each party shall be liable for the negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the exclusive performance of duties hereunder. Each party agrees that it will carry at all times liability insurance naming the other party as an additional insured and applying to all use of the Baseball Facilities under this Agreement, in minimum amounts of \$1,000,000 each person, \$1,000,000 each occurrence of bodily injury, and \$100,000 property damage, and an umbrella policy with a minimum limit of \$5,000,000, which shall be in a form acceptable to both parties. Both parties further agree to supply and have on file with the other party at all times the necessary certificates of insurance to comply with the aforementioned coverage and amounts.

6. Notices. All notices given in connection with this or the Contract shall be made by personal service, certified mail, return receipt requested or via nationally recognized overnight courier, as follows:

To Town:

Town of Preble
Preble Town Hall
PO Box 234, Preble Rd.
Preble, New York 13141
Attn: Jim Doring

To District:

Homer Central School District
80 South West Road
Homer, New York 13077
Attn: Nancy S. Ruscio, Superintendent

7. Legal Compliance. In performing under the terms of this Agreement, the Town and the District and each of their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations. The District shall comply with the terms of the General Municipal Law in procuring any equipment or contracting for any services in connection with the equipping, installation, maintenance, repairs, and/or improvements of the Softball Facilities.

8. Prohibition Against Assignment. Neither party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest in this Agreement, to any other person without the previous written consent of the other party.

9. Non-Waiver of Breach. No waiver of any breach of any condition of the 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 of excuse for a repetition of such or any other breach, unless the waiver shall include the same.

10. Entire Agreement. This Agreement constitutes the entire and integrated Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether

written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.

11. Applicable Law. This Agreement is governed by the laws of the State of New York.

12. Dispute Resolution. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Cortland, State of New York.

13. Severability. If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

14. Periodic Review of Agreement. This Agreement, including its terms relating to its duration, termination, and renewal, will be reviewed periodically and as necessary by the parties.

15. Authorization/Execution of Agreement. Each party represents, warrants and covenants to the other that each party has obtained all requisite consents necessary to enter into this Agreement and to consummate the transactions contemplated hereby and that the undersigned has been duly authorized to execute and deliver any and all documents necessary to effectuate the terms and conditions hereof.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be construed as an original, and all of which together shall be deemed but a single document. Signatures on counterparts of this agreement that are delivered via fax, email or by other electronic means are authorized and shall be acknowledged as if such signatures were an original execution.

[Remainder of page intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

TOWN OF PREBLE

By: _____
Name: Jim Doring
Title: Town of Preble

HOMER CENTRAL SCHOOL DISTRICT

By: _____
Name: Nancy S. Ruscio
Title: Superintendent of Schools

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ___ day of _____, in the year 2016 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ___ day of _____, in the year 2016 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Exhibit A

Rules and Regulations.

To be annexed hereto.