

INTERMUNICIPAL AGREEMENT
(Upgrade and Maintenance of Firefighters Memorial Field)

This Intermunicipal Agreement (“Agreement”) made and entered into this ____ day of _____, 2024, by and between the Village of Croton-On-Hudson, a municipal corporation duly organized and existing pursuant to the laws of the State of New York, having its principal office at the Stanley H. Kellerhouse Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (“Village”) and the Croton-Harmon Union Free School District, an education corporation duly organized and existing pursuant to the laws of the State of New York, having its principal office at 10 Gerstein Street, Croton-on-Hudson, New York 10520 (“School District”).

WHEREAS, the Village owns a parcel of property located on the south west side of Gerstein Street in the Village, which is known as Firefighters Memorial Field (“Field”); and

WHEREAS, the parties previously entered into an Intermunicipal Agreement pursuant to which the School District purchased and installed a scoreboard, wind screens and fence capping on the Field, as well as purchased a tarp to cover the Field’s infield, and agreed to provide assistance maintaining the Field from March 1st to June 30th during each year of such Intermunicipal Agreement in exchange for its access to and use of the Field as described herein; and

WHEREAS, the parties wish to renew the Intermunicipal Agreement by which the scoreboard, wind screens and fence capping shall continue to be maintained on the Field, as well as the tarp purchased by the School District to cover the Field’s infield, and the School District will continue to provide assistance maintaining the Field from March 1st to June 30th

during each year of such Intermunicipal Agreement in exchange for its access to and use of the Field as described herein; and

WHEREAS, General Municipal Law §119-o permits municipal corporations to enter into Intermunicipal Agreements for the performance between themselves or one for the other of their respective functions, powers and duties;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, it is mutually agreed by and between the parties as follows:

1. Intent - It is the intent of the parties that the scoreboard, wind screens and fence capping on the Field, as well as the tarp used to cover the Field's infield, which were purchased and/or installed by the School District, shall continue to be maintained on the Field and that the School District will provide assistance in maintaining the Field during the period from March 1st to June 30th during each year of this Agreement. In exchange, the Village shall permit the School District's access and use of the Field during the period from March 1st to June 30th of each year of this Agreement.

2. Scope of Use and Consideration.

a. Scoreboard.

i. The parties agree that the Scoreboard shall continue to be maintained on the Field and that the School District shall be solely responsible for maintaining the scoreboard.

- ii. The scoreboard shall be operated using the current Village electricity supply at the Field at the sole expense of the Village.
- b. Wind Screens, Fence Capping, and Infield Tarp.
 - i. The parties agree that the wind screens and fence capping shall continue to be maintained on the Field and that the tarp purchased by the School District shall continue to be utilized for the purpose of covering the Field's infield.
- c. School District Access.
 - i. The Village shall continue to permit the School District to place its storage container, or a similar storage container no larger than twenty five (25) cubic feet, on the Field for secure storage of School District equipment. The storage container shall be maintained in the same location that it is currently maintained or, if it is necessary to move the storage container to a different location, a new location determined upon consultation with the Village prior to its placement at the Field.
 - ii. Nothing in this Agreement shall preclude the Village from agreeing to allow the School District other additional uses of the Field or use by other parties.
 - iii. The School District shall comply with all applicable laws, statutes, rules and regulations relating to the use of the Field.

d. Maintenance of Field.

- i. The Village shall be responsible for performing, and shall continue to perform, its regular maintenance of the Field, including, but not limited to: whipping and dragging of the infield, home plate and mound; seeding, fertilizing, and adding supplements to the Field; soil testing; aerating the Field; installation and removal of grow tarps; fall and spring cleanup of the Field (i.e., leaf and branch removal); adding and/or replacing clay; adding and/or replacing grass; maintenance and repair of the sprinkler/watering system; maintenance of fencing; maintenance of bleachers; and maintenance of lighting.
- ii. The School District shall assist with the maintenance of the Field during the period from March 1st to June 30th of each year of this Agreement by performing maintenance activities related to the preparation of the Field for the School District's scheduled use for practices and games of the School District's Girls' Softball Teams, as follows:
 1. Whipping and dragging of the infield, home plate and mound.
 2. Lining of foul lines, batter's box and pitcher's circle.
 3. Cutting of grass to the extent needed in addition to the regularly scheduled Village cutting of grass.

4. Addition of clay supplements and/or drying agents (i.e., Turface, QuickDry).
 5. Required maintenance and repair of the Scoreboard to ensure it is in working order.
 6. After each game, the School District shall ensure that the Field is restored to its pre-game condition, including raking and filling holes at and around the pitcher's circle, the batter's box, and the bases.
 7. The parties understand and agree that the Village remains primarily responsible for maintaining the Field, as set forth in Paragraph 2.d.i above, and that the School District's maintenance activities are in addition to, and not in lieu of, the Village's regular maintenance of the Field.
- iii. The Village shall permit the School District reasonable access to the Field prior to games and practices in order to perform any necessary maintenance to the Field.
 - iv. The Village shall require other groups, organizations and/or entities utilizing the Field to agree to restore the Field to its pre-use condition, including raking and filling holes at and around the pitcher's circle, the batter's box, and the bases, as a condition of use of the Field.

3. Term – Pursuant to Section 119-o of General Municipal Law, the duration of this Agreement shall be for five (5) years from April 5, 2024 through, and including, April 4, 2029. The parties agree that they shall discuss renewal of this Agreement, for a new five (5) year term, one hundred and eighty (180) days prior to the expiration date of the current term.

4. Indemnification and Defense - Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold the other party (the “Indemnified Party”) harmless as provided herein to the maximum extent possible under law. Accordingly, the Indemnifying Party agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the Indemnified Party, its appointed and elected officials, its officers, directors, agents and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the acts or omissions of the Indemnifying Party, its appointed and elected officials, its officers, directors, agents and/or employees in the performance of this Agreement, except to the extent of the negligence or willful misconduct of the Indemnified Party’s appointed and elected officials, its officers, directors, agents and/or employees. The Indemnifying Party’s obligations under this section shall include:

- a. The duty to promptly accept tender of defense and provide defense to the Indemnified Party at the Indemnifying Party’s own expense;
- b. Indemnification of claims made by the Indemnifying Party’s own employees or agents.

In the event it is necessary for the Indemnified Party to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Paragraph, all such reasonable fees, expenses and costs shall be recoverable from the Indemnifying Party.

5. Insurance - The School District agrees to maintain liability insurance that is reasonably acceptable to the Village naming the Village as an additional insured. The School District shall provide a copy of the certificate of insurance to the Village prior to the effective date of this Agreement. Such certificate of insurance shall evidence that the insurance is in effect and cannot be cancelled on less than thirty (30) days' notice to the Village. Replacement certificate(s) shall be provided no later than twenty (20) days before any certificate or insurance expires. Such certificate shall be provided prior to the commencement of any work at the Field or access to or use of the Field pursuant to this Agreement.

6. Notices.

- a. Except as otherwise expressly indicated in this Agreement, any and all notices, demands or other communication required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested to the address set forth in Paragraph 6.b below. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail the same shall be

effective when received, but in no event later than five (5) days after deposit in the United States mail. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

- b. Except as otherwise expressly indicated in this Agreement, any and all notices required hereunder shall be provided in writing addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

TO THE VILLAGE:
Village of Croton-On-Hudson
1 Van Wyck Street
Croton-On-Hudson, New York 10520
Attention: Village Manager

TO THE SCHOOL DISTRICT:
Croton-Harmon Union Free School District:
10 Gerstein Street
Croton-on-Hudson, New York 10520
Attention: Superintendent of Schools

7. No Waiver - No failure by either party to insist upon the strict performance of any term, covenant, or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, or provision.

8. Amendment - No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

9. Assignment - The Village and/or the School District may not assign, transfer or convey any of their respective rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.

10. Jurisdiction/Venue - This Agreement shall be governed in all respects by the laws of the State of New York. The parties hereby specifically consent to jurisdiction in the State of New York, Westchester County for any action or proceeding arising out of this Agreement.

11. Entire Understanding - This Agreement constitutes the entire understanding and agreement between the parties in connection with the subject matter contained herein and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

12. Cooperation – In the event any issue which is unanticipated in relation to the subject matter of this Agreement or by the parties occurs, the parties agree to communicate and to cooperate to address same.

13. Headings and Captions – The captions and headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and shall not be considered in the interpretation of this Agreement or any provision hereof.

14. This Agreement is subject to the approval of the Board of Education of the Croton-Harmon Union Free School District and the Board of Trustees of the Village.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly-authorized officials on the day and year first written above.

VILLAGE OF CROTON-ON-HUDSON

CROTON-HARMON UNION FREE
SCHOOL DISTRICT

Bryan T. Healy
Village Manager

Stephen Walker
Superintendent of Schools