

INTERMUNICIPAL AGREEMENT

This is an Agreement by and between the TOWN OF DOVER, hereinafter referred to as "TOWN" and the DOVER UNION FREE SCHOOL DISTRICT, hereinafter referred to as "SCHOOL" also referred to as the ("Parties").

WHEREAS, the TOWN operates, funded by taxpayer revenue, a Basketball Program; and

WHEREAS, the TOWN is in need of an indoor location for its Basketball Program; and

WHEREAS, the SCHOOL owns and operates a facility, maintained by taxpayer revenue, that would benefit from the operation of said Basketball Program; and

WHEREAS, this Agreement is made pursuant to General Municipal Law Section 119-o.

WITNESSETH:

1. The TOWN Basketball Program will begin on October 1, 2025 and end on September 30, 2026.
2. The TOWN shall be permitted to use the space, as agreed upon between the Superintendent of Schools and the TOWN.
3. The agreement by the Superintendent of Schools shall be subject to the following:
 - a. The SCHOOL identifies and approves the specific space and determines that the specific space is available.
 - b. SCHOOL programs and use of the SCHOOL facilities by SCHOOL personnel shall receive first priority in assignment.
 - c. The TOWN shall not be permitted to utilize the kitchen or food storage facilities unless agreed upon with the Superintendent of Schools.
4. The SCHOOL makes no representation that the facilities or services used by the TOWN under this Agreement are maintained or operated in a manner suitable for the TOWN's use. The TOWN assumes all responsibility and liability to ensure, including daily maintenance that the facilities used under this Agreement are suitable for the TOWN's Basketball Program.
5. The TOWN will at all times maintain sufficient trained staff/employees/security at the site to operate and monitor Basketball Program.

6. The TOWN will assume all liability for the actions of its employees.
7. The TOWN shall be responsible for maintenance for the SCHOOL's property and shall ensure that such property is, after completion of the Basketball Program, restored to its original state. Specifically, the TOWN shall be responsible for maintenance of gyms, floors, tables, countertops, bathrooms, offices (as necessary), cafeterias and kitchens, playing fields, which are utilized by the TOWN. The TOWN shall have the option of hiring a custodian to perform such tasks on behalf of the TOWN. In such event the TOWN shall provide SCHOOL with the identity of the individual hired by TOWN. The TOWN shall also collect any refuse at the end of each day they use the SCHOOL facilities and place it in a centralized location, agreed to by SCHOOL and the TOWN, for disposal by SCHOOL. Should SCHOOL property not be maintained in a manner acceptable to SCHOOL, TOWN shall be responsible for any costs associated with the maintenance of and/or restoring such property to its original state.
8. The TOWN shall defend, indemnify and hold harmless the SCHOOL and its officers, employees, agents and representatives, from and against all claims, demands, lawsuits, proceedings, judgments, losses, costs, injuries, damages and expenses, including reasonable attorney's fees, which arise from the TOWN's performance of its duties and use of the SCHOOL's facilities and/or services under this Agreement to the maximum extent allowed under law. This clause shall remain in full force and effect notwithstanding the expiration of the term of this Contract.
9. The TOWN hereby agrees to obtain and hereafter to keep in full force and effect insurance coverage as recommended by the SCHOOL'S insurance adviser, which is set forth in the Rider attached hereto as Exhibit "A", during the term of this Agreement, which insurance shall also name the SCHOOL as an additional insured.
10. The TOWN shall not assign, transfer, convey or otherwise dispose of this Agreement or any of its contents, or its rights, title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity without the prior written consent of the SCHOOL.
11. In the event the SCHOOL wishes to terminate the Agreement, with or without cause, it shall give five (5) days written notice of intention to cancel the Agreement.
12. The TOWN shall comply with all applicable laws, regulations, ordinance of any governmental agency having jurisdiction over the premises, and shall further comply with the applicable policies and regulations of SCHOOL, including but not limited to its Code of Conduct and its Facility Use Policy and Regulations, a copy of which are annexed hereto as Exhibit "B".
13. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York and shall be commenced in Supreme Court in Dutchess County.

14. This Agreement constitutes a complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by all parties.

15. Notice required under this Agreement shall be sufficient if contained in writing and delivered by hand or sent by express or overnight mail or by registered or certified mail, postage prepaid, return receipt requested addressed to the parties as specified below. All notices or communications shall be deemed given when received by the attendant recipient.

16. This Agreement shall not take effect until approved by the PARTIES respective approving authority the Board of Education of the SCHOOL and the Town Board of the TOWN.

IN WITNESS WHEREOF, the parties to this Agreement have caused their respective, duly authorized representatives to execute this Agreement as of the day and date set forth above.