

INTERMUNICIPAL COOPERATION AGREEMENT (Pursuant to General Municipal Law section 5-G)

THIS AGREEMENT, made this ___ day of March, 2025, by and between the Medina Central School District ("Medina CSD") and the Village of Medina ("Village") both being municipal corporations as defined by Section 119-n(A) of the General Municipal Law of New York,

WITNESSETH:

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, the Medina CSD currently transports students with vehicles that use unleaded fuel and diesel; and

WHEREAS, the Village needs to provide unleaded and diesel fuel to its vehicles; and

WHEREAS, the Medina CSD and the Village have reached agreement as to the terms, conditions, expectations and representations related to the Medina CSD usage of the Village's fuel storage and pumping facilities; and

WHEREAS, the respective governing board of the Medina CSD and the Village has determined it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, the respective boards of each Party, by official action, has authorized the execution of the AGREEMENT allowing Medina CSD to use of the Village's filling facilities;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

SECTION ONE DESCRIPTION OF SERVICES

- A. The Village shall allow the Medina CSD to use their filling station, located at the Village's Department of Public Works on East Avenue, Medina, NY.
- B. Transportation vehicles of the Medina CSD, Medina, NY that use unleaded or diesel fuel will be allowed to obtain fuel from the Village.

SECTION TWO OPERATIONS AND MAINTENANCE

- A.** The Village shall operate and maintain the owned facility consistent with reasonable use of the facility by both Parties. In no event should the Village be liable to the Medina CSD for damages due to interruptions in fuel or facility availability.
- B.** The Village shall maintain records adequate to monitor fuel usage of each Party and use those records to provide monthly bills to the Medina CSD. The bills shall be separated by department and mailed to the Business Office of the Medina CSD,
- C.** The Village shall maintain cost and purchase records adequate to establish the purchase price of the fuel.
- D.** The Village shall be responsible for the actual operation and effectuating all maintenance, facility upgrades, testing and replacements necessary at the owned facility. The facility shall be operated in compliance with all necessary permits and authorizations of governmental or administrative unit having jurisdiction over the facilities. In the event of any environmental liability whatsoever arising from the ownership or maintenance of the facility, the, Village shall assume all costs associated with such damage or liability including, without limitation, all costs or remediation, correction or elimination of potential or actual environmental damages or liabilities, and any legal fees or related expenses associated with bringing the Village's property into compliance with all environmental laws, codes and regulations.
- E.** The Medina CSD shall follow all safety regulations with regard to fueling vehicles at the Village's fueling station with regard to any and all safety regulations promulgated by the Medina CSD, the state and/or federal government or any other applicable agencies. That under no circumstances shall vehicles containing school students and/or passengers be allowed on or fueled at the said facility.

SECTION THREE PAYMENT

- A.** The Medina CSD shall pay the Village equivalent to the State contract price direct purchase price of the fuel and shall include no increases for the Village's overhead, subject to Section Three B. below.
- B.** A 5% additional amount shall be added to the purchase price of the fuel to assist the Village with maintenance, upgrading replacement and/or testing of its facility.

- C. The Village shall bill the Medina CSD for fuel consumption on a quarterly basis, and the Medina CSD shall pay the Village for the amount invoiced within forty-five (45) days from the receipt of the invoice.

SECTION FOUR COOPERATION

The Parties agree that each entity will cooperate with the other and comply with reasonable operation rules and regulations developed by the Village for such fuel facility for their mutual benefit. Each will act reasonably and in good faith in accomplishing the intent and purpose of this Agreement.

SECTION FIVE TERM

- A. The initial term of this Agreement shall be for five (5) years from the date this Agreement was executed. The Agreement shall continue for additional period of five (5) years thereafter unless a notice of non-renewal is served by either Party upon the other at least six (6) months prior to any termination date.
- B. Either Party may withdraw from this Agreement, by giving six (6) months advance notice to the other Party, in writing, during the term of the Agreement. In the event of a termination by such Party, the Party's contractual rights and obligations under this Agreement shall terminate, with the exception of any liability or responsibility incurred as provided in Section Six hereof, provided, however, that the basis for any such claim shall have occurred during the term of the Agreement.

SECTION SIX INDEMNITY AND INSURANCE

- A. The Parties agree that each will perform its duties and/or exercise its rights under this Agreement in such a manner as not to create an unreasonable risk of liability or damage to the other. Except as provided in Section Two D. above, in the event that any of the Parties performs or acts under this Agreement in a negligent or intentional manner, causing uninsured damage or liability to either Party to this Agreement, the Party causing the damage or liability shall hold harmless, defend at its expense, indemnify and make whole the other Party from such damage or liability.
- B. Each Party agrees to maintain, at minimum, commercial liability coverage, including contractual liability coverage, naming the other Party as an additional insured in a minimum amount of \$2,000,000 from appropriate insurance companies or such other amount as the Parties may agree to from time to time.

- C. Each Party agrees to obtain automobile liability coverage for owned, non-owned and hired vehicles, naming the other Party as additional insured in the minimum amount of \$2,000,000 at its sole expense or such other amount as the Parties may agree to from time to time.
- D. The Parties agree to provide evidence of insurance coverage in the form of a certificate of insurance which shall state that coverage afforded under the, policies will not be cancelled, altered or non-renewed until at least thirty (30) days' prior written notice has been given to the other Party.

SECTION SEVEN COMPLIANCE WITH ALL LAWS

In performing under the terms. of this Agreement, the Medina CSD and the Village and each of their agents shall comply with all applicable federal, state and local laws, resolutions, ordinances, codes, rules and regulations.

SECTION EIGHT 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 person without the previous written consent of the other party.

SECTION NINE NON-WAIVER OF BREACH

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 of excuse for a repetition of such or any other breach, unless the waiver shall include the same.

SECTION TEN 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.

SECTION ELEVEN APPLICABLE LAW

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

SECTION TWELVE 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intermunicipal Agreement to be duly executed as of the day and year first above written.

MEDINA CENTRAL SCHOOL DISTRICT

VILLAGE OF MEDINA

By: _____

Mark B. Kruzynski
Superintendent of Schools

By: _____

Marguerite Sherman
Mayor