

## FACILITIES USE AGREEMENT

This Agreement by and between the **RUSSELL VOLUNTEER FIRE DEPARTMENT, INC.** (hereinafter the “*Fire Department*”) with offices located at 5 Pestle Street, Russell, New York 13684 and the **EDWARDS KNOX CENTRAL SCHOOL DISTRICT** (hereinafter the “*School District*”) with offices located at 2512 Co. Rt. 24, Hermon, NY 13652.

**WHEREAS**, beginning on May 16, 2018, the bridge located in the hamlet in the Town of Russell will be closed for approximately seven months due to construction (the “Construction”); and

**WHEREAS**, due to the bridge closure, the Fire Department will be unable to access approximately half of its service area, which includes the School District and its facilities; and

**WHEREAS**, the School District desires that it have emergency services from the Fire Department accessible to it all times; and

**WHEREAS**, the parties intend that the Fire Department shall be permitted use of the School District’s maintenance garage located at 2512 CR 24, Hermon, NY (“Maintenance Garage”) to store and use one (1) ambulance during the construction period to allow the Fire Department access to its entire service area.

**NOW, THEREFORE**, the Fire Department and the School District agree as follows:

**1. Facilities Use.**

- a. Fire Department Use. During the term of this Agreement, the School District shall permit the Fire Department use of the Maintenance Garage to store and use one (1) ambulance.
- b. School District Use. During any use of the Maintenance Garage by the Fire Department, the School District shall also be allowed use of the Maintenance Garage.
- c. Maintenance. The Fire Department shall be responsible for ordinary maintenance of the Maintenance Garage related to its use. The Fire Department shall leave the Maintenance Garage in the same condition as at the outset of this Agreement, ordinary wear and tear excepted.

**2. Term.** The term of this Agreement is May 16, 2018 until the earlier of December 31, 2018 or the completion of the Construction (the “Term”). The Agreement may be extended by written agreement of the parties.

**3. Compensation.** The School District acknowledges that the Agreement promotes the safety of its students, staff, and the community. As such, the School District agrees to provide the Fire Department access to the Maintenance Garage in accordance with this Agreement without

financial compensation from the Fire Department.

**4. Indemnification.** The Fire Department shall hold the School District harmless and indemnify it against any and all liability, loss, damage, expenses, causes of action, suits, judgments, and claims by or on behalf of any persons, corporations or government authority (including reimbursement of reasonable attorney fees and costs) arising out of or related to use of the Maintenance Garage by the Fire Department, its agents, servants or employees.

**5. Termination.** Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days' written advance notice. The parties may mutually agree to terminate this Agreement at any time.

**6. Fire Department's Insurance.** The Fire Department shall provide the School District with a Certificate of Insurance naming the School District as an additional insured with the following limits:

General Liability:	\$1,000,000 per occurrence
Workers Compensation:	Statutory

**7. Miscellaneous.**

- a. This Agreement is for the sole and exclusive benefit of the Fire Department and School District and is not intended to benefit any third party, including any community member, parent, guardian or student. No third party may claim any right or benefit under or seek to enforce any of the terms of this Agreement.
- b. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by written agreement executed by both parties hereto.
- c. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.
- d. If any part of this Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Agreement shall remain in full force and effect.
- e. It is the intent of the School District and Fire Department that this Agreement shall be binding upon the School District and Fire Department and upon any parties who may in the future succeed to their interests.
- f. The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers this 15<sup>th</sup> day of May, 2018.

**EDWARDS-KNOX CENTRAL SCHOOL DISTRICT**

By

**RUSSELL VOLUNTEER FIRE DEPARTMENT, INC.**

Gregory T. Lewis By: Chief Russell Fire