

## **INTER-MUNICIPAL COOPERATION AGREEMENT**

This Agreement is made by and between Town of Copake of Columbia County and the Taconic Hills Central School District, being municipal corporations in Columbia County, New York (collectively referred to as "the parties").

Whereas, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into inter-municipal cooperative agreements; and

Whereas, it is in the interest of the taxpayers of Copake of Columbia County and the Taconic Hills Central School District to share resources in the undertaking of public works and other municipal improvement projects and services; and

Whereas, flexibility in operating local governments and their public works programs is necessary to insure efficiency and maximum benefits; and

Whereas, each party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) which may be available from time-to-time; and

Whereas, it is possible to make such equipment and/or personnel for use by the remaining parties when it is in the public interest; and,

Whereas, the Town of Copake of Columbia County and the Taconic Hills Central School District believe it to be in the best interest of the taxpayers of the respective municipalities;

The undersigned municipal corporations hereby authorize and agree to enter into this inter-municipal cooperation agreement with and between each other for the conduct of public works and other municipal improvement projects and services, pursuant to the following terms and conditions.


1. Cooperative Efforts – cooperative efforts under this agreement shall generally be of short duration, unanticipated and/or for emergency situations. Cooperative efforts shall include, but not be limited to, the periodic loaning, sharing and use of highway, non-highway and specialty equipment and personnel and/or equipment operators at the discretion of designated superintendents and/or other department heads on an as needed basis. No party shall be bound to another party for services or efforts which may present an undue burden or which may not be reasonably accomplished with existing staff and/or equipment. It is expected that assistance, in whatever form, will be reciprocal and roughly equal over a period of time between the parties, and that the exchange and sharing of equipment and personnel will result in more cost-effective work performance at minimal extra cost to either party.
2. Payment – While each party represents that it shall provide, to the best of its ability, comparable services and efforts to that which it receives from the remaining municipal corporations, resulting in a general understanding that this Agreement shall result in either no or minimal additional cost, a party that incurs costs due to providing services pursuant to this agreement which exceed the value of services reciprocally received, or expected to be received, from the benefitting party, reserves the right to bill the receiving party for actual and direct costs of providing the service/equipment. Each party shall maintain records showing dates of service as reasonably necessary to determine the total and relative costs of the shared services. The providing party shall bill the receiving party within thirty (30) days of performing the service or providing the equipment. Such invoice shall be paid within thirty (30) days of receipt.
3. Designation of Work – each party authorizes their respective highway or public works

superintendents and/or other appropriate department heads to act using their discretion when authorizing the use of equipment and/or personnel by another municipal corporation pursuant to this Agreement.

4. Oversight – each party acknowledges and agrees that oversight of each municipal corporation’s staff and equipment shall be done by that municipal corporation. Furthermore, appropriate municipal officials will provide regular, periodic and annual reports by the department heads to their Town or School Board.
5. Liability – It is determined that while liability risks are inherent when undertaking public works and other construction or maintenance projects, no substantial additional risk is occasioned by crossing a municipal boundary line when assisting other municipalities pursuant to this Agreement. Therefore, each party agrees to defend, indemnify and save harmless the remaining parties, their officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of the performing party, its officials, employees, volunteers or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.
6. Term – this Agreement shall be in force for the period of January 1, 2024 to December 31, 2024 and shall be reconsidered on an annual basis thereafter.
7. Termination – Any party shall terminate their involvement in this Agreement upon thirty days written notice to the remaining parties.
8. Modification – Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.
9. Board/Council Approval – This Agreement shall not become final and binding unless and until it is approved by each party’s respective governing Board or Council. The undersigned representatives of each party represent that he/she has been authorized by his/her Board or Council to enter into this Agreement.

Signatures:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Town Supervisor  
For: Town of Copake

  
\_\_\_\_\_  
By: Lynnette Brunger  
Title: Superintendent of Schools  
For: Taconic Hills Central School District