

**INTERMUNICIPAL AGREEMENT BETWEEN THE  
SIDNEY CENTRAL SCHOOL DISTRICT AND THE BAINBRIDGE-GUILFORD  
CENTRAL SCHOOL DISTRICT**

**AGREEMENT** made this 12<sup>th</sup> day of April 2023, by and between the Board of Education of the Sidney Central School District, a municipal corporation organized under the laws of New York State with offices at 95 West Main Street, Sidney, NY 13838 (“Sidney”) and the Bainbridge-Guilford Central School District, a municipal corporation organized under the laws of New York State with offices at 18 Juliand Street, Bainbridge, NY 13733 (“Bainbridge-Guilford”);

**WHEREAS**, Section 119-o of the General Municipal Law authorizes municipal corporations to enter into “agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service”; and

**WHEREAS**, Sidney and Bainbridge-Guilford (collectively, the “School Districts” or the “Parties”) are authorized to enter into cooperative agreements pursuant to Article 5(G) of the General Municipal Law of the State of New York to cooperatively exercise their respective powers; and

**WHEREAS**, the School Districts have reached an agreement as to the terms and conditions of an intermunicipal agreement for the transportation of the School Districts students to an educational event as described in this Agreement;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**A. Term**

This Agreement, effective April 12, 2023, will terminate on May 31, 2023. The Agreement is also terminable upon 10 days’ notice from any party.

**B. Sidney CSD Responsibilities**

1. Sidney CSD has available one (1) school bus and a driver to provide transportation for participating Bainbridge-Guilford CSD students to and from the NYS FFA convention in Buffalo, NY between May 17<sup>th</sup>-19<sup>th</sup>. The drop off and pick up locations will be at the Bainbridge-Guilford Jr./Sr. High School.
2. Sidney CSD will provide such transportation on one (1) school bus to and from pick-up and drop-off location(s) designated by Sidney CSD.

3. Sidney CSD will provide one (1) bus driver who meets the requirements and standards for such job set forth in applicable law, to operate such bus used in transporting students pursuant to this Agreement. Sidney CSD will also provide bus monitors to the extent required by applicable law.

**C. Bainbridge-Guilford Responsibilities**

1. Bainbridge-Guilford CSD will be responsible for reimbursing Sidney CSD for transportation costs as follows:

[No cost]

2. Bainbridge-Guilford CSD will be responsible for paying such costs within 30 days of receiving an invoice from Sidney CSD.

3. Bainbridge-Guilford will be responsible for all supervision of their respective students at the Event.

**D. Parties as Independent Contractors**

1. The relationship between the Parties shall be that of independent contractors and any and all services performed under this Agreement shall be performed in such capacity.

2. No Parties' employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of another party, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other party, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.

3. No Party shall have, or hold itself out as having the authority or power to bind or create liability for the other Party's acts or omissions.

4. It is agreed by all Parties that neither federal, state, nor local income taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by one party for the employee, consultant, or agent of another party. Said withholding and/or payments are to be made by the parties in compliance with all federal, state, and local laws, rules or regulations. The Parties agree to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government having jurisdiction over the Parties.

5. The parties acknowledge that they shall have no ability to control the manner, means, details, or methods by which the other party or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

6. These provisions shall survive any expiration, termination, or non-renewal of this Agreement.

**E. Compliance with All Laws**

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

**F. Prohibition Against Assignment**

No Parties to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of their responsibilities and/or obligations under this Agreement, or their right, title, or interest in this Agreement, to any other person or entity without the previous written consent of the other parties.

**G. Non-Waiver of Breach**

No waiver of any breach of any condition of the 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.

**H. Choice of Law and Venue**

This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought only in the state or federal courts, as applicable, located in the State of New York.

**I. 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.

**J. Board Approval**

This Agreement is subject to the approval of each Party's governing board.

**K. Modifications**

Any modification or amendment to this Agreement shall be void unless it is in writing

and signed by all Parties.

**L. Indemnification**

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other parties (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Parties”) from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Parties in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

**M. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals.

Dated: April 12, 2023

**Sidney Central School District**

  
By: Eben Bullock, Superintendent of Schools

Dated: April \_\_\_\_\_, 2023

**Bainbridge-Guilford Central School District**

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By: Timothy Ryan, Superintendent of Schools