

Interscholastic Hockey

Merger

2019-2020

INTERMUNICIPAL AGREEMENT

This Inter-municipal Agreement ("Agreement") is effective from July 1, 2019 through June 30, 2020, by and between the

North Colonie Central School District ("North Colonie") a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 91 Fiddlers Lane, Latham, New York 12110; and

South Colonie Central School District ("South Colonie"), a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 102 Lorelee Drive, Albany, New York 12205; and

Averill Park Central School District ("Averill Park") a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 146 Gettle Road, Averill Park, New York 12018; and

Brunswick Central School District ("Brunswick") a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 3992 NY2, Troy, New York 12180; and

East Greenbush Central School District ("East Greenbush") a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 29 Englewood Avenue, East Greenbush, New York 12061;

All five (5) participating school districts, under Section 2 and NYSPHSAA guidelines,

consent to the terms of the Cooperative Hockey Program as described below:

1. Administration. North Colonie is responsible for the administration of the hockey program.

2. Coaching Staff. All coaches will be contracted, board approved and paid by North Colonie.

3. Transportation. Transportation to and from local "away" games will be provided by South Colonie.

Parents will provide transportation to the Albany County Hockey Facility to allow athletes to ride the team bus to local "away" contests. Exceptions: For games held at the Bethlehem YMCA, Albany Academy and LaSalle Institute/HVCC, parents will transport students directly to the facilities. Parents shall provide transportation to and from all hockey practices.

4. Athletic Training Services. Athletic training services shall be a shared responsibility of North Colonie CSD and South Colonie CSD.

5. Team Name. Starting with the 2019-2020 season the team name will be Capital District Jets.

6. Uniforms. Uniforms will be provided by North Colonie CSD and funded through an agreed upon fee from all five participating school districts.
The uniforms will be representative of the Capital District Jets team name.

7. Supervision. Each participating district must provide a "home school" chaperone for supervision at all "home" hockey games.

8. Student Conduct. All athletes under the supervision of North Colonie board approved hockey coaches will follow their "home district" Code of Conduct and District Policies and Procedures. Any violation, disciplinary action or issue of concern relative to the daily team operations or individual athlete(s) shall be communicated to the home school athletic director.

9. Program Funding. An agreed upon school district assessment will be adjusted annually to support the cost of the program expenses, but not limited to the following; coaches' salaries, officials fees, transportation, athletic trainers, and uniforms. All five participating schools will be assessed \$4500.00 for the 2019-2020 season payable to the North Colonie CSD.

10. Termination. This Agreement may be terminated by any Party upon written notice to the other Parties, at any Party's discretion.

11. Insurance. Each Party, at its own cost and expense, shall maintain general liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with such insurance coverage to be with a company or companies licensed to conduct business within the State of New York.

Averill Park, Brunswick, East Greenbush and South Colonie agree to name North Colonie on their respective general liability insurance policies as an additional insured and provide proof of

the additional insured coverage on a primary and non-contributory basis at the time of execution of this Agreement.

Averill Park, Brunswick, East Greenbush and North Colonie agree to name South Colonie on their respective general liability insurance policies as an additional insured and provide proof of the additional insured coverage on a primary and non-contributory basis at the time of execution of this Agreement.

12. Indemnification. Each Party hereby agrees to indemnify, defend and hold harmless the other Parties from and against any and all actions, proceedings, costs, charges, losses, damages, and expenses, including reasonable attorney's fees arising from, or in any way connected to, this Agreement that a Party may incur or sustain by reason of the other Parties negligence or malfeasance (including the negligence or malfeasance of any of its officers, board members, employees or agents). This section shall survive and continue in full force and effect in accordance with its terms notwithstanding the termination of this Agreement. A Party seeking indemnification pursuant to this Section shall provide written notification to the other Parties upon notification or knowledge of any claim being made under this provision.

13. Governing Law. This Agreement shall be governed by the laws of the State of New York.

14. Entire Agreement. The Agreement constitutes the full and complete Agreement between the Parties with respect to the subject matter contained herein.

15. Amendment and Modification. This Agreement may be amended or modified only by written agreement of the Parties, executed with the same formality as this Agreement.

16. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the Parties.

17. Authority to Execute. Each person executing this Agreement on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute the Agreement on behalf of such Party.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing. Any notice, request, demand, claim or communication hereunder shall only be deemed duly given: (i) when delivered personally to the recipient or (ii) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the intended recipient as set forth below:

Averill Park Central School District 146 Gettle Road Averill Park, NY 12018 Attn: James Francini

Brunswick Central School District 3992 NY2 Troy, NY 12180 Attn: Angelina Maloney

East Greenbush Central School District 29 Englewood Avenue East Greenbush, NY 12061
Attn: Jeffrey P. Simons

North Colonie Central School District 91 Fiddlers Lane Latham, NY 12110 Attn: D. Joseph Corr

South Colonie Central School District 102 Loralee Drive Albany, New York 12205-2298
Attn: Jonathan W. Buhner

19. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21. Authority to Execute. Each person executing this Agreement on behalf of a Party hereto represents and warrants that he or she is duly authorized and has legal capacity to execute the Agreement on behalf of such Party. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**FOR AVERILL PARK CENTRAL SCHOOL
DISTRICT**

Superintendent _____ Date _____ James Franchini

**FOR BRUNSWICK CENTRAL SCHOOL
DISTRICT**

Superintendent _____ Date _____ Angelina Maloney

**FOR EAST GREENBUSH CENTRAL SCHOOL
DISTRICT**

Superintendent _____ Date _____ Jeffrey P. Simons

**FOR NORTH COLONIE CENTRAL SCHOOL
DISTRICT**

Superintendent _____ Date _____ D. Joseph Corr

**FOR SOUTH COLONIE CENTRAL SCHOOL
DISTRICT**

Superintendent _____ Date _____ Jonathan W. Buhner