

TOWN OF WEST SENECA



JOHN FENZ
TOWN ATTORNEY
jfenz@twsny.org

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

TO: The Honorable Town Board

FROM: John J. Fenz, Esq.
Town Attorney

DATE: March 5, 2015

RE: Memorandum of Understanding – West Seneca Central Schools
Mill Road School Classroom Use

Kindly authorize the Supervisor to execute the necessary documents to enter into a Memorandum of Understanding with the West Seneca Central School District to allow the Town to use certain classroom space and facilities at the Ebenezer Building, located at 900 Mill Road.

FACILITIES USE
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU") executed on the ___ day of _____, 2015, to be effective from _____, 2015 to _____ 20___, _____, by and between the Town of West Seneca, with offices located at 1250 Union Road, West Seneca New York (the "Town") and the West Seneca Central School District, with offices located at 1397 Orchard Park Road, West Seneca, New York (the "District") (collectively, the "Parties"). This MOU shall remain in effect for the duration set forth herein.

WHEREAS, the Town and the District share a mission to optimize educational and recreational resources for the citizens of the Town; and

WHEREAS, the Town is desirous of increasing its resources and facilities to promote education and recreation programs throughout the municipality; and

WHEREAS, the District has available certain classroom space and equipment at the Mill Road Ebenezer Building; and

WHEREAS, in light of the Parties' respective goals to promote education and recreation throughout the municipality, the Town and the District desire to formalize a partnership to maximize the use of available resources; and

WHEREAS, the Town and the District, as well as the residents of the municipality, would benefit from the development and adoption of this MOU; and,

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Parties agree and understand that this MOU will be binding upon the Parties and their respective agents. This MOU exists to allow the Town to use three (3) classrooms located on the third floor at the Ebenezer Building, 900 Mill Road, West Seneca, New York 14424 (the "Facilities").
2. The District shall allow the Town to utilize the Facilities without remuneration and pursuant to the terms set forth herein.
3. The District owns the Facilities and retains final authority to determine how they shall be used and maintained. The District shall be responsible for the maintenance of the Facilities.
4. When using the Facilities, the Town agrees to comply with all applicable state, federal or local laws and regulations, and with any policies and regulations of the District pertaining to the use and occupancy of the Facilities. The Town shall not use or allow the Facilities to be used for any unlawful purpose.

5. With the exception of “normal wear and tear,” the Town shall use the Facilities in a manner which maintains the space in as good order and condition as it was prior to this MOU.

6. The Parties shall work in harmony with one another to ensure that their respective use shall not directly interfere with the other’s.

7. The Town agrees to indemnify and hold harmless the District from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town’s use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the District’s negligence. The Town shall maintain insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the District as an additional insured.

8. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. In the event any provision of this MOU is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This MOU sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

By: Sheila Meegan, Supervisor
Dated:

**WEST SENECA CENTRAL
SCHOOL DISTRICT**

By: Dr. Mark Crawford, Superintendent
Dated: