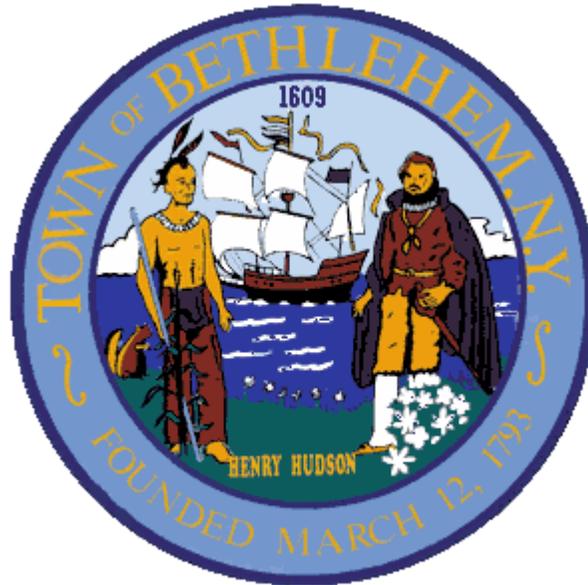


**ANNEX 17**

# **TOWN OF BETHLEHEM**

## ***EMERGENCY MANAGEMENT***



### **AGREEMENTS BETWEEN THE TOWN OF BETHLEHEM AND THE CENTRAL SCHOOL DISTRICTS OF BETHLEHEM AND RAVENA, COEYMANS, SELKIRK**

**EMERGENCY MANAGEMENT OFFICE  
445 Delaware Ave. Delmar, New York 12054  
518-439-4955  
Fax 518-439-1699**

**David VanLuven  
Supervisor**

**May 21, 2019**

**John E. Brennan  
Director**

AGREEMENT AS TO USE OF SCHOOL FACILITIES & EQUIPMENT  
IN THE EVENT OF A DISASTER

AGREEMENT made and entered into this 12<sup>th</sup> day of January 2017 by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT by and through the Board of Education thereof, with offices at 700 Delaware Avenue, Delmar, New York 12054, hereinafter sometimes referred to as the "school district" and the TOWN OF BETHLEHEM, by and through the Town Board with offices at 445 Delaware Avenue, Delmar, New York, herein after sometimes referred to as the "Town":

WITNESSES:

WHEREAS, the School District is authorized to permit the use of School District buildings, grounds and equipment from emergency use as required in the conduct of emergency management plan activities and wishes to cooperate with the Town for such purposes; and

WHEREAS, the parties hereto mutually desire to reach an understanding that will result in making the aforesaid School District buildings, grounds and equipment available to the Town of Bethlehem for such use;

NOW, THEREFORE, it is mutually coveted and agreed between the parties hereto as follows:

1. The School District agrees that, after meeting its responsibilities to its pupils, it will permit to the extent of its ability, and upon request by the Town, the use of said School District, buildings, grounds and equipment for emergency use for the victims of a disaster as declared by said town pursuant to its emergency management plan.
2. The town agrees that it shall exercise reasonable care in the conduct of its activities in such facilities or in the use of such equipment and further agrees to replace or reimburse the School District for any school food or supplies that may be used by said Town in the conduct of its relief activities in said mass shelters.
3. Notwithstanding any other agreements, the Town agrees to defend, hold harmless and indemnify the School District against any legal liability for the town's negligence in respect to bodily injury, death and or property damage or claims of such, arising from the use by said Town of said property and equipment.
4. Arrangements and coordination of the use of said facilities shall be by and between the Superintendent or his Designee for the School District and the Director of Emergency and Disaster Services for the Town, subject to the review and approval of the Superintendent or his Designee of the School District and the Supervisor of the Town.
5. The Town shall be responsible for purchasing and maintaining comprehensive general liability and such other insurance in an amount not less than \$1,000,000 and \$5,000,000 in the aggregate as is appropriate for the services being furnished hereunder, and as will provide protection from and against claims for damages due to bodily injury, sickness, death and/or property damage, loss or fire, including the loss of use resulting therefrom, which arises from the services being provided or any other term and condition under this

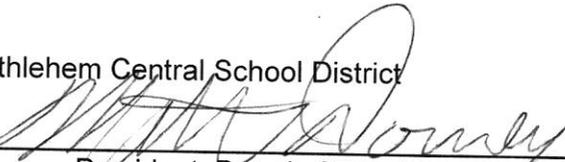
agreement. Annually, the Town shall provide the District a certificate of insurance that evidences that such insurance naming the District as the insured party is in full force and effect.

6. The District shall be responsible for providing custodial services at the Facility while it is being used as an emergency public shelter or comfort station, to the extent such resources exist, including supplies and custodial workers, to provide cleaning and sanitation services while the Facility is used as a shelter. The Town shall reimburse the District for supplies and personnel expense related to such custodial services. The Town shall reimburse the District for reasonable costs associated with District personnel or its agents, including overtime costs, which would not have been incurred but for the Town's use of the Facility as an emergency public shelter or comfort station.
7. It is the sole responsibility of the Town to establish, operate, staff, maintain and dismantle the operations of the Facilities in the event that it is used as an emergency public shelter or comfort station. Upon termination of use as an emergency public shelter or comfort station, the Town will promptly restore the premises to its original condition.
8. The Town shall be responsible for providing security at the Facility during its use as an emergency public shelter or comfort station, at its sole expense.

IN WITNESS WHEREOF, This agreement will remain in effect until further notice. Either party may revoke the agreement upon thirty (30) days written notice.

Bethlehem Central School District

By

  
President, Board of Education

Town of Bethlehem

By

  
Supervisor

**RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT OFFICES**

15 MOUNTAIN ROAD • P.O. BOX 100 • RAVENA, NEW YORK • 12143 • WWW.RCSCSD.ORG

Mr. Robert Libby, *Superintendent of Schools, Ext. 6003*  
Brian Bailey, *Asst. Superintendent for C & I, Ext. 6006*  
Joanne Moran, *School Business Manager, Ext. 6000*



Sue Starr, *District Clerk, Ext. 6000*  
Jamie Maloney, *District Treasurer, Ext. 6001*  
Phone: 518-756-5200 • Fax: 518-756-4561

February 8, 2017

Ms. Naci Moquin  
Town Clerk  
Town of Bethlehem  
445 Delaware Avenue  
Delmar, NY 12054

Dear Ms. Moquin:

At the February 7, 2017 Board of Education Meeting, the contract between the Ravena-Coeymans-Selkirk Central School District and Town of Bethlehem was approved:

*"Be it resolved that upon the recommendation of the Superintendent of Schools and in accordance with contractual and administrative procedures, the Board of Education approves the Mutual Assistance Agreement with the Town of Bethlehem, Emergency Management Office, 445 Delaware Avenue, Delmar, NY 12054, to use the District's buildings, grounds and equipment for an emergency as per attached and authorizes the signature of said agreement.*

Attached please find a copy for your records. Should you have any questions, please feel free to contact me.

Sincerely,

Suzanne Starr  
School District Clerk

:ss

Attachment



AGREEMENT AS TO USE OF SCHOOL FACILITIES & EQUIPMENT  
IN THE EVENT OF A DISASTER

AGREEMENT made and entered into this 12<sup>th</sup> day of January 2017 by and between the RAVENA-COEYMANS-SELKIRK CENTRAL SCHOOL DISTRICT by and through the Board of Education thereof, with offices at 15 Mountain Road, Ravena, New York 12143, hereinafter sometimes referred to as the "school district" and the TOWN OF BETHLEHEM, by and through the Town Board with offices at 445 Delaware Avenue, Delmar, New York, herein after sometimes referred to as the "Town":

WITNESSES:

WHEREAS, the School District is authorized to permit the use of School District buildings, grounds and equipment from emergency use as required in the conduct of emergency management plan activities and wishes to cooperate with the Town for such purposes; and

WHEREAS, the parties hereto mutually desire to reach an understanding that will result in making the aforesaid School District buildings, grounds and equipment available to the Town of Bethlehem for such use;

NOW, THEREFORE, it is mutually coveted and agreed between the parties hereto as follows:

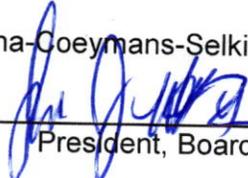
1. The School District agrees that, after meeting its responsibilities to its pupils, it will permit to the extent of its ability, and upon request by the Town, the use of said School District, buildings, grounds and equipment for emergency use for the victims of a disaster as declared by said town pursuant to its emergency management plan.
2. The town agrees that it shall exercise reasonable care in the conduct of its activities in such facilities or in the use of such equipment and further agrees to replace or reimburse the School District for any school food or supplies that may be used by said Town in the conduct of its relief activities in said mass shelters.
3. Notwithstanding any other agreements, the Town agrees to defend, hold harmless and indemnify the School District against any legal liability for the town's negligence in respect to bodily injury, death and or property damage or claims of such, arising from the use by said Town of said property and equipment.
4. Arrangements and coordination of the use of said facilities shall be by and between the Superintendent or his Designee for the School District and the Director of Emergency and Disaster Services for the Town, subject to the review and approval of the Superintendent or his Designee of the School District and the Supervisor of the Town.
5. The Town shall be responsible for purchasing and maintaining comprehensive general liability and such other insurance in an amount not less than \$1,000,000 and \$5,000,000 in the aggregate as is appropriate for the services being furnished hereunder, and as will provide protection from and against claims for damages due to bodily injury, sickness, death and/or property damage, loss or fire, including the loss of use resulting therefrom, which arises from the services being provided or any other term and condition under this

agreement. Annually, the Town shall provide the District a certificate of insurance that evidences that such insurance naming the District as the insured party is in full force and effect.

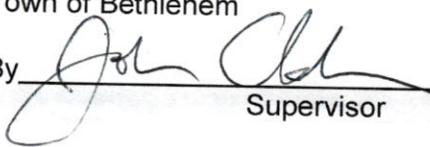
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7. It is the sole responsibility of the Town to establish, operate, staff, maintain and dismantle the operations of the Facilities in the event that it is used as an emergency public shelter or comfort station. Upon termination of use as an emergency public shelter or comfort station, the Town will promptly restore the premises to its original condition.
8. The Town shall be responsible for providing security at the Facility during its use as an emergency public shelter or comfort station, at its sole expense.

IN WITNESS WHEREOF, This agreement will remain in effect until further notice. Either party may revoke the agreement upon thirty (30) days written notice.

Ravena-Coeymans-Selkirk Central School District

By  \_\_\_\_\_  
President, Board of Education

Town of Bethlehem

By  \_\_\_\_\_  
Supervisor