

**AGREEMENT BETWEEN THE TOWN OF PARIS, NEW  
YORK AND  
SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT**

**THIS AGREEMENT** made as of this 10<sup>th</sup> day of March, 2026, by and between the Town of Paris ("Town"), a municipal corporation having its principal offices at 2580 Sulphur Springs Road, Sauquoit, New York 13456, and the Sauquoit Valley Central School District ("School District"), a school district having its principal offices at 2601 Oneida Street, Sauquoit, New York 13456.

**WHEREAS**, the Town and School District desire to enter into an agreement for the Town to share services with the School District; and

**WHEREAS**, the School District wishes to commence this shared services agreement with the Town agreeing to clean and sweep the parking lots and access roads on the campus of the School District, which is located on land owned by the School District will provide like or similar services of similar value in exchange at a later date;

**NOW, IN CONSIDERATION OF** the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. The Town shall clean and sweep the parking lots and access roads of the School District on or before May 31, 2026.
2. The Town shall be responsible for supervision, cost and operation of machinery in order to clean and sweep the School District's parking lots and access roads, in accordance with this agreement.
3. The Town and School District may establish reasonable rules and regulations, provided in writing, with respect to the manner in which the parties may provide in kind services. The School District agrees to roll specified areas (as determined by the Town) within the Town Park at an appropriate time in the spring. The School District will also make available its buildings for the Town's use on an as needed basis.
4. The Town and School District each warrants and represents to the other that each are responsible for all its own employees who may be involved in the performance of the activities contemplated by the Agreement, including but not limited to, those relating to compensation, insurance and employment matters.
5. To the extent permitted by law, the School District shall indemnify, defend and hold harmless, the Town, its officers, employees, agents and representatives, from and against all claims, demands, lawsuits, proceedings, judgments, losses,

costs and expenses, which may be asserted against the Town in connection with the activities contemplated by this Agreement, except to the extent such claims, demands, lawsuits, proceedings, judgments, losses, costs and expenses arise solely as a result of negligence of the Town or its employees, representatives and/or agents. This clause shall remain in full force and effect notwithstanding the expiration of the term of this Agreement.

6. The School District agrees to abide by provisions of its Insurance Agreement, which is attached hereto as Appendix "A." The Certificate or Certificates and insurance policies shall contain provisions that coverage afforded shall not be cancelled or allowed to expire until at least thirty (30) days after written notice having been given to the Town.
7. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York. Any lawsuit arising under the terms and conditions of this agreement shall be brought in the Supreme Court of the State of New York for the County of Oneida.
8. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Any waiver of any provision of this or any right hereunder shall not be deemed a continuing waiver and shall not prevent such party from thereafter enforcing such provision or right. The failure by any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by another party shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.
10. No party shall assign, sublet or transfer or otherwise dispose of its interest in this agreement, without consent of the other party.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.
12. This Agreement is subject to the approval of the Town Board of the Town of Paris and the School District's Superintendent. The Town Board of the Town of Paris may delegate the authority to sign this agreement, together with any Appendix(s), to either the Town Supervisor or the Deputy Town Supervisor of the Town of Paris.
13. 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 email delivery of a "pdf" format data create a valid and binding obligation of the party executing {or on behalf of whom such signature is executed ) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

SAUQUOIT VALLEY SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

TOWN OF PARIS

By: Wagner J. Byrd

Date: 3/11/28

## APPENDIX "A"

### INSURANCE AGREEMENT FOR SHARED SERVICES AGREEMENT BETWEEN THE TOWN OF PARIS AND THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT

- I. Notwithstanding any terms, conditions or provisions, in any other writing between or among the parties, the Sauquoit Valley School District ("School District") hereby agrees to name the Town of Paris ("Town") as an additional insureds on the School District's insurance policies, with the exception of workers' compensation and NY State disability.
  
- II. The policy naming the Town as additional insureds shall:
  1. Be an insurance policy from an A.M Best rated "secure" or better insurer, licensed to conduct business in New York State.
  2. State that the organization's coverage shall be primary and non-contributory coverage for the Town, and the Town's Board, employees and volunteers.
  3. State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
  4. The Town shall be listed as additional insureds by using endorsement CG 2010 1185 or equivalent. Examples of equivalent ISO additional insured endorsements include using CG 20 33 10 01 or CG 20 26. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
  
- III. The School District agrees to indemnify the Town for any applicable deductibles and self-insured retention.
  
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
  
- V. Required Insurance:
  1. Commercial General Liability Insurance  
\$1,000,000.00 per occurrence /\$2,000,000.00 aggregate.
  2. Automobile Liability  
\$1,000,000.00 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - 3 Worker's Compensation, Employers Liability and NYS Disability Insurance

Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificate are not acceptable.

- VI. The School District acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects the School District to liability for damages, indemnification and all other legal remedies available to the Town. The School District is to provide the Town with a certificate of insurance, evidencing that the above requirements have been met, and prior to the commencement of the services contemplated by this attached Agreement.

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

TOWN OF PARIS

By: Wayne J. Hylton

Date: 3/11/26

**HOLD HARMLESS**

The SAUQUOIT VALLEY SCHOOL DISTRICT hereby agrees to defend, indemnify and hold harmless the TOWN OF PARIS, NEW YORK from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of the operations performed or services provided by the Town of Paris, New York pursuant to this Agreement.

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

TOWN OF PARIS

By: Walter J. [Signature]

Date: 3/11/26