

## Cooperation Agreement

This Cooperation Agreement is made on January 25, 2023 by and between TOWN OF AMSTERDAM, 283 MANNYS CORS ROAD, AMSTERDAM, New York, 12010, hereinafter "TOWN" and VILLAGE OF FORT JOHNSON, 1 PROSPECT STREET, FORT JOHNSON, New York, 12070, hereinafter "VILLAGE". The parties hereby bind themselves to undertake a Cooperation Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be 13 MONTHS unless terminated sooner in accordance with the terms of this Agreement (the "Term").

**GOALS AND OBJECTIVES.** COOPERATION IN THE OPERATION OF THE VILLAGE DURING DISSOLUTION The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

TO ENSURE THAT THERE IS A SMOOTH TRANSITION DURING DISSOLUTION

### **OBLIGATIONS OF THE PARTIES.**

TOWN shall perform the following obligations:

THE TOWN WILL ASSIST IN THE OPERATION OF THE VILLAGE UNTIL DISSOLVED

VILLAGE shall perform the following obligations:

THE VILLAGE WILL CONTINUE TO COOPERATE AND TURN OVER ALL PROPERTY, EQUIPMENT AND RECORDS TO THE TOWN IN THE MOST EXPEDITIOUS MANNER

**CONFIDENTIALITY.** Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Cooperation Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

**RELATION OF THE PARTIES.** The nature of relationship between TOWN and VILLAGE is that of TWO MUNICIPALITIES OF WHICH ONE IS GOING TO DISSOLVE.

**CONSIDERATION.** This Agreement is being made in consideration of the following:  
AT THIS TIME THERE IS NO COMPENSATION FOR ANY WORK DONE.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Cooperation Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Cooperation Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Cooperation Agreement;
- (c) this Cooperation Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and

(d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Cooperation Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 DAYS days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Cooperation Agreement shall be governed by and construed in accordance with the laws of New York.

**SIGNATORIES.** This Agreement shall be signed on behalf of TOWN OF AMSTERDAM by THOMAS DIMEZZA, its TOWN SUPERVISOR, and on behalf of VILLAGE OF FORT JOHNSON by MICHAEL SIMMONS, its VILLAGE MAYOR.

IN WITNESS WHEREOF, the parties have signed their names below on the above-mentioned date.

TOWN OF AMSTERDAM:

By: \_\_\_\_\_  
THOMAS DIMEZZA, TOWN SUPERVISOR

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

VILLAGE OF FORT JOHNSON:

By: \_\_\_\_\_  
MICHAEL SIMMONS, VILLAGE MAYOR

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