

INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF NORTH HEMPSTEAD
AND
THE MANHASSET PARK AND PARKING DISTRICT

THIS AGREEMENT, dated as of _____, 2012 (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), between (i) the **TOWN OF NORTH HEMPSTEAD**, a municipal corporation of the State of New York, having its principal office at 220 Plandome Road, Manhasset, New York 11030 (the "Town"), and (ii) the **BOARD OF COMMISSIONERS OF THE MANHASSET PARK AND PARKING DISTRICT**, a special district within the Town of North Hempstead, having its principal office at 62 Manhasset Avenue, Manhasset, New York 11030 (the "MPD"). (The Town and the MPD are hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the MPD requests the Town to permit the MPD to install and maintain parking meters on property owned by the Town but within the jurisdiction of the MPD, as described in Section 2 of this Agreement; and

WHEREAS, the MPD desires to perform the enforcement and beautification Services described in Sections 2 and 4 of this Agreement; and

WHEREAS, the MPD and the Town agree to distribute the revenue generated from the parking meters and enforcement thereof as described in Section 3 of this Agreement; and

WHEREAS, the MPD is responsible for enforcing, within its jurisdiction, any ordinance, rule or regulation adopted or enacted by the MPD or by the Town on behalf of the MPD, including but not limited to the MPD Revised Ordinance and the Uniform Traffic Code of the Town of North Hempstead (hereinafter, collectively, "MPD Rules") to fulfill the Services of this Agreement; and

WHEREAS, the Town Board by Resolution _____, duly adopted at its meeting held on _____, 2012, authorized the execution of an agreement with the MPD to permit the MPD to provide these Services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date hereof and continue until its termination on December 31, 2032, provided however, that the authority granted herein to the MPD shall not become effective until the Town Board adopts a local law amending the Uniform Traffic Code of the Town of North Hempstead providing for the installation and enforcement of parking meters in the subject area indicated on Schedule "A" and that the local law is filed with the New York Department of State (the "Term").
2. Scope of Services; Authority. Pursuant to General Municipal Law Article 5-G, and the authority vested in the Town Board by § 10 of the Municipal Home Rule Law of the State of New York, New York State Town Law §§198(4) and (5) and the Uniform Traffic Code of the Town of North Hempstead, upon the request of the MPD, the services to be provided by the MPD under this Agreement (the "Services") shall be as follows:
 - (a) Installation and Maintenance. The Town will authorize the MPD Board of Commissioners, their parking meter attendants, and/or all other personnel duly designated by the MPD Board of Commissioners (collectively, "MPD Employees"), to install and maintain 308 parking meters on Plandome Road, Manhasset, NY 11030 between the highways of Northern Boulevard (Route 25) and Gaynor Avenue and the adjacent side streets of Memorial Place, Manhasset Avenue, George Street, Andrew Street, Park Avenue, Orchard Street, Maple Place and Bayview Avenue, as depicted hereto in "Schedule A" (collectively, "Parking Meters"). The Town shall have final approval regarding the type and location of the meters to be installed with such approval not to be unreasonably withheld.

The Town will authorize the MPD Employees to install and maintain parking space sensors and their accompanying features, at the MPD's discretion.

 - (b) Enforcement. The MPD Employees shall issue parking tickets and appearance tickets returnable in Nassau County District Court or Nassau County Traffic and Parking Violations Agency, as applicable, against any persons, parties or entities relating to the enforcement of any of the MPD Rules that (i) regulate, limit or restrict parking in the area depicted in "Schedule A" ("Vehicle and Parking Rules"), and (ii) govern any MPD property or facility including, without limitation, the General Ordinance of the MPD, enacted by the Town Board by Town Board Resolution No. [____], as same may be amended from time to time, or any rules, regulations or resolutions duly enacted by the Board of Commissioners of the MPD (collectively, the "General Ordinance and Rules.")
3. Revenue. The revenue generated from the Parking Meters and the parking tickets issued in violation of the Parking Meters shall be distributed between the Town and the MPD as follows:
 - (a) The MPD shall first be reimbursed for all costs and expenses required for the installation, maintenance and enforcement of the Parking Meters, as well as any

technological software and hardware costs associated with the installation and maintenance of the Parking Meters, including but not limited to parking space sensors and their accompanying features, in accordance with the following percentages of revenue generated from the direct coinage deposited into the Parking Meter:

- (i) MPD will receive one hundred (100%) percent until it recovers its costs and expenses;
 - (ii) Upon recovering its costs and expense, the MPD will receive ninety (90%) percent and the Town will receive ten (10%) percent during the following year of the Agreement measured from the date that the MPD breaks even (the "First Year");
 - (iii) MPD will receive eighty (80%) percent and the Town will receive twenty (20%) percent during the year after the First Year of the Agreement (the "Second Year");
 - (iv) MPD will receive seventy (70%) percent and the Town will receive thirty (30%) percent during the year after the Second Year of the Agreement (the "Third Year");
 - (v) MPD will receive sixty (60%) percent and the Town will receive forty (40%) percent during the year after the Third Year of the Agreement (the "Fourth Year"); and
 - (vi) MPD will receive fifty (50%) percent and the Town will receive fifty (50%) percent for the remainder of the Term after the Fourth Year of the Agreement.
- (b) Any and all revenue generated from parking tickets and appearance tickets returnable in Nassau County District Court or Nassau County Traffic and Parking Violations Agency (hereinafter "Ticket Revenue") shall be divided as follows:
- (i) The Town shall receive eighty (80%) percent and the MPD shall receive twenty (20%) percent until the MPD recovers its costs and expenses as indicated in Section 3(a). _____
 - (ii) Upon the MPD recovering its costs and expenses, the Town will receive seventy (70%) percent and the MPD will receive thirty (30%) percent during the First Year of the Agreement;
 - (iii) The Town will receive sixty (60%) percent and the MPD will receive forty (40%) percent during Second Year of the Agreement;
 - (iv) The Town will receive fifty (50%) percent and the MPD will receive fifty (50%) percent during the Third Year of the Agreement and for the remainder of

the Term.

(e) The MPD shall apply the revenue generated from the Parking Meters for the enforcement, maintenance and beautification (described herein in Section 4) of Plandome Road and the adjacent side streets thereto, as depicted in "Schedule A".

7. 4. Beautification. The MPD shall beautify Plandome Road by providing streetscaping services to the plants and sidewalks of Plandome Road and the adjacent side streets thereto as depicted in "Schedule A" and providing supplemental street sweeping and snow removal services on the sidewalks of Plandome Road and the adjacent side streets thereto as depicted in "Schedule A". The MPD shall notify the Town prior to commencing any beautification or maintenance work and, if applicable, obtain approvals from the relevant Town Department.

5. Form of Appearance Tickets; Penalties.

(a) Appearance tickets and all other forms relating to the enforcement of MPD Rules shall be supplied by the MPD to the MPD Employees at the sole cost and expense of the MPD.

(b) Penalties to be imposed for violations of any Vehicle and Parking Rules shall comply with the Uniform Traffic Code of the Town of North Hempstead, or any successor provision thereto. Penalties to be imposed for violations of the General Ordinance and Rules shall comply with [Section 1-7.02 of the General Ordinance of the MPD and] the provisions of New York State Town Law Sections 198(4) and (5), or any successor provision thereto.

6. Relationship of the Parties. The Parties intend and agree that their relationship under this Agreement does not constitute an employment relationship. Neither Party shall have authority to create or assume obligations on behalf of the other Party or otherwise bind the other Party.

7. Independent Judgment. The manner, details, and methods by which each Party performs the Services shall be solely within its discretion and in accordance with its independent judgment, or that of its personnel through whom such Services are rendered.

8. Consultation and Availability. The Parties shall meet periodically, at mutually agreeable times, to discuss the status of the progress of the MPD in its performance of the Services, and shall make themselves available to each other at reasonable times, and with reasonable frequency, in person or by telephone, to consult with respect to the Services.

9. Time of Performance. The Parties shall be fully responsible for performing the Services in a timely manner, and shall devote such time as is required to complete the Services. The MPD will, in its sole discretion, [but upon consultation with the Town], establish a schedule for performance of the Services. The MPD Employees who issue appearance tickets hereunder shall be available to testify at trials or related legal proceedings

conducted in the Nassau County District Court or Nassau County Traffic and Parking Violations Agency with respect to such appearance tickets.

10. Nonexclusive Services. The Parties agree that they shall be free to perform services for, or to obtain the Services to be provided hereunder from, other entities or persons during the term of this Agreement to the extent not inconsistent with their responsibilities hereunder.
11. Indemnification; Defense; Cooperation.

(a) The MPD shall be responsible for and shall indemnify and hold harmless the Supervisor of Town of North Hempstead (the "Supervisor"), the Town and its officers, employees, and agents, including, without limitation, the MPD Employees (the "Town Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the MPD or a MPD Employee, taken pursuant to or authorized by this Agreement except to the extent caused by the gross negligence or willful misconduct of a Town Indemnified Party, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

The Town shall be responsible for and shall indemnify and hold harmless the Commissioners of the MPD, the MPD and its officers, employees, and agents, including, without limitation, the MPD Employees (the "MPD Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Town or a Town Agent, taken pursuant to or authorized by this Agreement except to the extent caused by the gross negligence or willful misconduct of an MPD Indemnified Party, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The MPD shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the MPD's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Town Indemnified Parties for all actions arising out of or in connection with this Agreement or the Services to be provided hereunder, and the MPD shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

The Town shall, upon the MPD's demand and at the MPD's direction, promptly and diligently defend, at the Town's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more MPD Indemnified Parties for all actions arising out of or in connection with this Agreement or the Services to be provided hereunder, and the Town shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The MPD shall, and shall cause MPD Agents to, cooperate with the Town and the Supervisor in connection with the investigation, defense or prosecution of any such action, suit or proceeding against the Town.

The Town shall, and shall cause Town Agents to, cooperate with the MPD and the MPD Commissioners in connection with the investigation, defense or prosecution of any such action, suit or proceeding against the MPD.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Supervisor and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Insurance

The MPD agrees to procure and maintain, with a carrier holding an "A" rating from AM Best Company, the following insurance policies during the term of this Agreement and furnish certificates of insurance evidencing its procuring of said policies:

(a) commercial general liability insurance covering the liability of the MPD, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million (\$2,000,000) Dollars. The Town shall be named as additional insured on said policy.

(b) workers' compensation insurance, or proof that same is not required, as set forth in Workers' Compensation Law §57 (2).

(c) disability benefits insurance or proof that same is not required, as set forth in Workers' Compensation Law §220 (8).

All proof of insurance shall provide that the policies shall not be changed or cancelled unless thirty (30) days prior written notice is given to the Town, by certified mail.

14. Termination

(a) If at any time during the term of this Agreement the MPD shall fail to perform or observe any requirement of this Agreement on the part of MPD to be performed or observed and such failure shall continue for 30 days after notice thereof from the Town to the MPD, the Town shall have the option to terminate this Agreement upon 10 days' prior written notice to the MPD.

(b) If at any time during the term of this Agreement the Town shall fail to perform or observe any requirement of this Agreement on the part of the Town to be performed or observed and such failure shall continue for 30 days after notice thereof from the MPD to the Town, the MPD shall have the option to terminate this Agreement upon 10 days' prior written notice to the Town.

(c) The Parties shall have the right to terminate this Agreement upon 90 days' notice at any point after the MPD recovers all costs and expenses related to the installation, maintenance and enforcement of the Parking Meters as detailed in Section 3(a), as well as all costs and expenses related to beautification as detailed in Section 4. The canceling party shall, at the non-canceling party's request, be responsible for immediate removal of any and all Parking Meters installed as part of this Agreement, with the sole cost for removal and any related expenses being borne by the canceling party. In the event that The Town is the canceling party, the Town shall be prohibited from installing, maintaining and enforcing any and all Parking Meters on Plandome Road and the adjacent side streets thereto as depicted in "Schedule A", or any similar agreement which would allow the Town to obtain revenue for Parking Meters on Plandome Road and the adjacent side streets thereto, for at least one (1) year from the date of termination. The Parties shall also have the right to terminate this Agreement upon mutual written agreement by the Town and the MPD, and in accordance with any other terms and provisions of this Agreement expressly addressing termination.

(d) Except as herein stated, the MPD shall bear the sole cost of removing the Parking Meters and any related equipment upon termination of this Agreement.

15. Non-delegation of Duties. By authorizing the MPD to install, maintain and enforce parking restrictions in the areas denoted in Schedule "A", the Town does not waive or delegate any of its duties that it independently is authorized to perform.
16. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have set their hands as of the date first above written.

**BOARD OF COMMISSIONERS OF THE
MANHASSET PARK AND PARKING DISTRICT**

By: _____
Bernard Rolston, Chairman

TOWN OF NORTH HEMPSTEAD

By: _____
Jonathan S. Kaiman, Supervisor

APPROVED AS TO FORM:

Hon. John B. Riordan, Town Attorney

Kathleen H. Mitterway, Comptroller

Andrew DeMartin, Commissioner of Public
Safety

[ACKNOWLEDGEMENTS TO APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGEMENTS

State of New York)
)ss.:
County of Nassau)

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared **Jonathan S. Kaiman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
)ss.:
County of Nassau)

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared **Bernard Rolston**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Parking Spaces Map

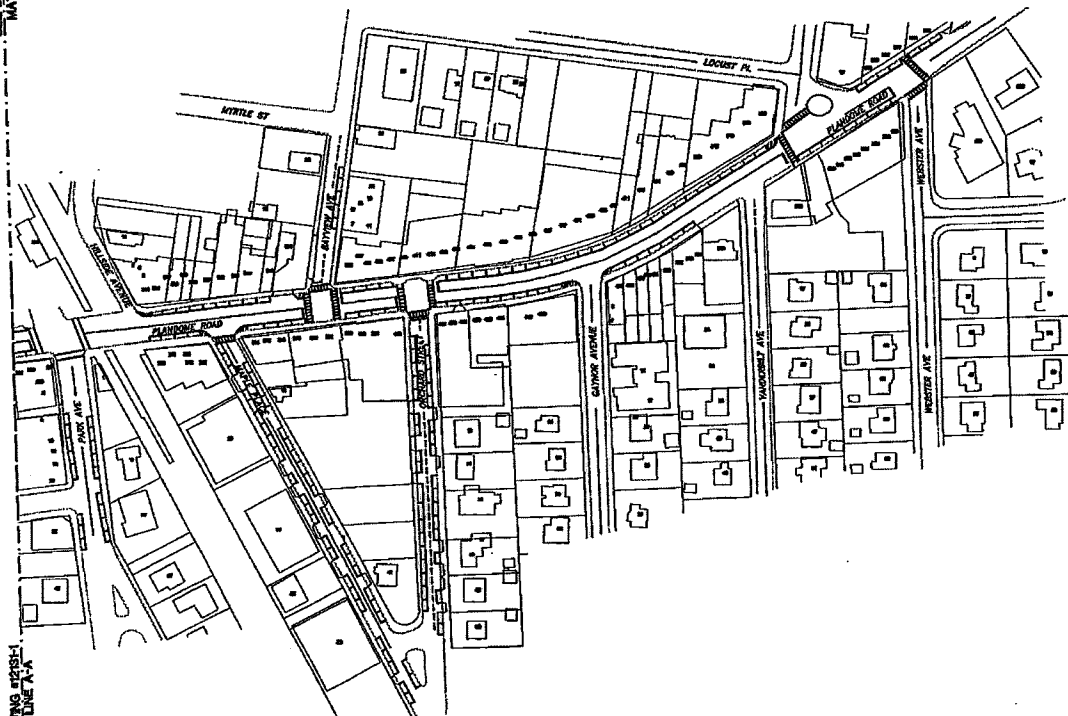
ROAD NAME	# OF PARKING SPACES
DAYVIEW AVENUE	8
SIMPLE PLACE	48
ORCHARD STREET	38
PARK AVENUE	17
PLANDOME ROAD	83
TOTAL SPOTS ON SHEET 2	194

NOTES:
TYPICAL PARALLEL PARKING SPACES ARE 22' x 6'
END PARALLEL PARKING SPACES ARE 15' x 6'
SEE TOTAL NUMBER OF SPOTS

NO.	DATE	REVISION	BY

SEE DRAWING 121S1-1
MATCH LINE A-A

SEE DRAWING 121S1-1
MATCH LINE A-A



OWNER
MANHASSET PARK DISTRICT

CONTRACTOR

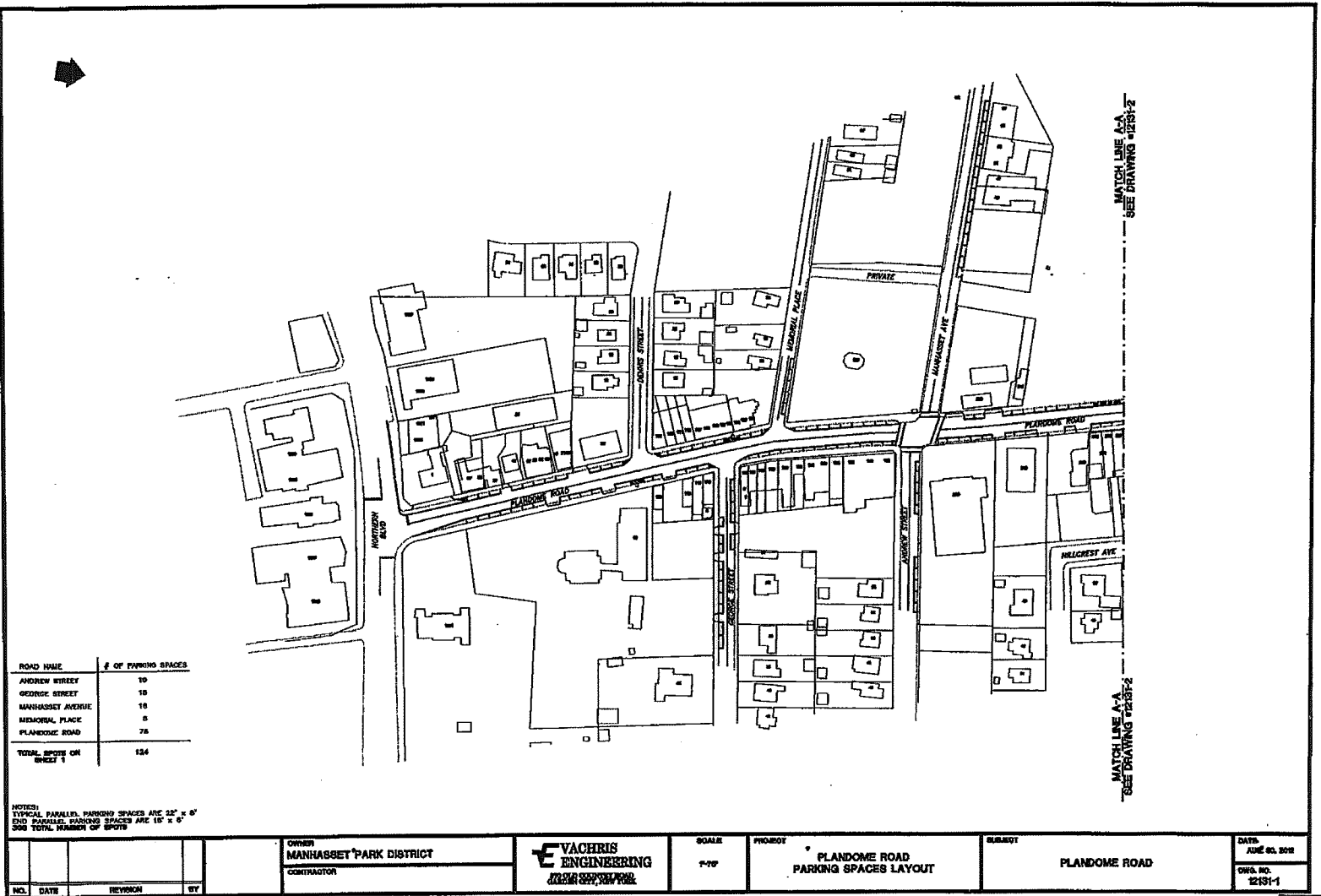
VACHRIS
ENGINEERING
JULIAN VACHRIS, P.E.
JULY 1978, NEW YORK

SCALE
1"=20'

PROJECT
PLANDOME ROAD
PARKING SPACES LAYOUT

SUBJECT
PLANDOME ROAD

DATE
AUG. 01, 2008
DWG. NO.
121S1-2



ROAD NAME	# OF PARKING SPACES
ANDREW STREET	10
GEORGE STREET	10
MANHASSET AVENUE	10
MANHASSET PLACE	5
PLANDOME ROAD	75
TOTAL SPOTS ON STREET 1	124

NOTES:
 TYPICAL PARALLEL PARKING SPACES ARE 22' x 8'
 END PARALLEL PARKING SPACES ARE 15' x 8'
 SEE TOTAL NUMBER OF SPOTS

NO.		DATE	REVISION	BY	OWNER MANHASSET PARK DISTRICT	 VACHRIS ENGINEERING 1000 6TH AVENUE, NEW YORK, NY 10018	SCALE 1"=10'	PROJECT PLANDOME ROAD PARKING SPACES LAYOUT	SUBJECT PLANDOME ROAD	DATE JUNE 03, 2018 DWG. NO. 12131-1
					CONTRACTOR					