

## **MUNICIPAL COOPERATION AGREEMENT**

**Funding of OSC-21 (Public Access Channel)**

**THIS AGREEMENT** made this \_\_\_\_ day of December, 2021, by and between the **CITY OF NIAGARA FALLS, NEW YORK**, a municipal corporation, hereinafter referred to as the "CITY", and the **SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK** an entity organized under the laws of the State of New York, hereinafter referred to as the "DISTRICT".

**WITNESSETH:**

**WHEREAS**, the DISTRICT operates a cable television station known as OSC 21; and

**WHEREAS**, the CITY has appropriated funds which may be applied toward the DISTRICT'S operation of OSC 21;

**NOW, THEREFORE**, it is mutually agreed by and between the CITY and the DISTRICT as follows:

1. The CITY agrees to assist the DISTRICT's operation and administration of OSC 21 by payment to the DISTRICT in the sum of \$5,000.00.
2. It is hereby expressly agreed between the parties that the DISTRICT is an independent contractor and that the DISTRICT, its servants, agents and employees shall not be deemed to be the servants, agents, or employees of the CITY.
3. The DISTRICT agrees that the CITY shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of its and of any of its subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontractors.

4. As a condition to receipt of any payment under the terms of the Agreement the DISTRICT shall furnish certificates of insurance coverage satisfactory to the City's Corporation Counsel.

5. The DISTRICT agrees that it is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contacts, or of its right, title or interest therein, or of its power to execute such Agreement to any other person or corporation without the previous consent in writing of the CITY.

6. If for any reason the terms of this Agreement are not adhered to, then the CITY may terminate the said Agreement upon written notice to the DISTRICT.

7. The term of this Agreement shall be from the effective date listed above through December 31, 2022.

8. The DISTRICT shall comply with all federal, state and local laws, rules, and regulations applicable to obligations, conduct and activities under this Agreement.

***IN WITNESS WHEREOF***, the parties hereto have duly executed this Agreement the day and date first above written.

**CITY OF NIAGARA FALLS, NEW YORK**

By: \_\_\_\_\_  
Robert M. Restaino, Mayor

**SCHOOL DISTRICT OF THE CITY OF  
NIAGARA FALLS, NEW YORK**

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk