

AGREEMENT

THIS AGREEMENT is made between the Horseheads Central School District (hereinafter referred to as "HHCS D"), an educational corporation of the State of New York, having its principal office at One Raider Lane, Horseheads, New York 14845,

AND

Elmira City School District (hereinafter referred to as "ECSD"), an educational corporation of the State of New York having its principal office at 951 Hoffman Street, Elmira, New York 14905.

WHEREAS, HHCS D desires to contract with ECSD and ECSD desires to enter into a contract with HHCS D to share the services of a Transportation Safety Examiner;

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

1. **TERM OF AGREEMENT**

This Agreement shall be effective for the school year commencing July 1, 2012, and shall expire June 30, 2013, unless sooner terminated or extended by agreement of the parties.

2. **SERVICES**

HHCS D shall provide the services of a Transportation Safety Examiner to be shared with ECSD, each district receiving two (2) days per week.

3. **COMPENSATION**

ECSD shall pay HHCS D for services rendered the sum of Thirty-Three Thousand Sixty-two and 30/100ths Dollars (\$33,062.30). The amounts payable hereunder shall be paid as invoiced.

4. **RECORDS**

HHCS D and ECSD agree to create and maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with United States generally accepted accounting principles).

HHCS D and ECSD agree to retain all books, records, and other documents pertaining to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized shall have full access and the right to examine, copy, and make extracts of any of said payments at HHCS D's and ECSD's respective principal place of

business during the regular business hours throughout the term of this Agreement and said retention period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates herein written.

DATE: _____

HORSEHEADS CENTRAL SCHOOL
DISTRICT

Federal Tax ID # _____

BY: _____
Brian Lynch, Board President

Resolution No. _____

DATE: _____

ELMIRA CITY SCHOOL DISTRICT

Federal Tax ID # _____

BY: _____
Larry McGovern, Jr., Board President

Resolution No. _____

IT IS HEREBY AGREED by and between the Horseheads Central School District and the Elmira City School District that it is in the best interests of the Districts to enter into a shared services contract for a Transportation Safety Examiner.

The Agreement has been prepared by James F. Young of the Sayles & Evans law firm. The Elmira City School District and the Horseheads Central School District are both represented by Sayles & Evans but waive conflict of interest in that it is in the best interests of efficiency and savings that the Agreement be prepared by Sayles & Evans.

The Agreement can be terminated with very short notice. Therefore, there is, at best, insignificant risk to either District.

DATE: July _____, 2012

HORSEHEADS CENTRAL SCHOOL DISTRICT

BY:

Ralph Marino, Jr., Ed.D., Superintendent

DATE: July _____, 2012

ELMIRA CITY SCHOOL DISTRICT

BY:

Joseph E. Hochreiter, Superintendent