

## AGREEMENT

**THIS AGREEMENT** is made by and between Elmira Heights Central School District (hereinafter referred to as "EHCS D"), a public school district of the State of New York, having its principal office at 2083 College Avenue, Elmira Heights, New York 14903,

### AND

Horseheads Central School District (hereinafter referred to as "HCSD"), a public school district of the State of New York, having its principal office at One Raider Lane, Horseheads, New York 14845.

**WHEREAS**, EHCS D owns and operates a fleet of buses to provide student transportation services; and

**WHEREAS**, HCSD operates its own student transportation system; and

**WHEREAS**, EHCS D wishes to contract with HCSD for the services of certain personnel to provide transportation of students;

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

1. **TERM OF AGREEMENT**

This Agreement shall be effective from September 1, 2016, through June 30, 2017, and shall expire June 30, 2017, unless sooner terminated or extended as permitted herein.

2. **SERVICES**

- A. HCSD agrees to supply personnel for pupil transportation services in accordance with the laws, rules, regulations, and policies of the New York State Education Department (SED) and the New York State Department of Transportation.
- B. Routes and stops, including the dates and times of service, shall be established in advance by EHCS D.
- C. EHCS D shall provide buses/vehicles and fuel for the transportation of students.
- D. HCSD is solely responsible for the transportation of students from the established pick-up locations to EHCS D facilities and from EHCS D facilities to drop-off locations, inclusive of all times that students are actually in/on a vehicle/bus.
- E. EHCS D is solely responsible for the supervision of students on the grounds of its facilities, exclusive of all times that students are actually in/on a vehicle/bus.

- F. EHCSO students shall be subject to all policies, rules, and regulations as found in the EHCSO Student Handbook, Code of Conduct, and other EHCSO policies/regulations as enacted or amended from time to time, and HCSO agrees to enforce those policies, rules, and regulations. All student discipline matters shall be referred to EHCSO for handling in EHCSO's sole discretion.
- G. HCSO shall maintain accurate records for each trip taken pursuant to this agreement and shall do so in a form as reasonably directed by EHCSO in view of its reporting requirements.
- H. The parties agree that they shall further enter into an SED-required transportation contract. The terms of this Agreement shall remain in full force and effect except that, if the terms of this Agreement and the SED transportation contract conflict, the terms of the SED transportation contract shall control.

3. **COMPENSATION**

- A. HCSO shall provide four (4) bus runs at a total cost of \$130,531. Any additional runs to be added during the year will be billed at a pro-rated cost based on the 2016-17 annual amount of \$32,633 per run.
- B. HCSO shall invoice for services on a monthly basis on or about the twentieth of each month with a term of 30 days for payment.

4. **INDEMNIFICATION and INSURANCE**

- A. Each party agrees to defend, indemnify, and hold harmless the other and the other's board members, officers, employees, and agents against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of the acts or omissions of the indemnitor, its agents, officers, employees, or anyone else under the control of indemnitor in performing the work under this Agreement. The obligations of each party as set forth in this section shall survive the termination of this Agreement.
- B. EHCSO shall maintain such insurance coverage as is required by law for owners of buses and other school vehicles and shall name HCSO as an additional insured to the greatest extent permitted by the policy(ies). HCSO shall maintain such insurance coverage as will protect it and EHCSO from any and all third-party claims which arise out of or which result from HCSO's performance under this agreement including, but not limited to, the acts of anyone directly or indirectly employed or retained by HCSO. HCSO shall name EHCSO as an additional insured on all such coverage. HCSO's General Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and in an amount not less than \$1,000,000 on account of any one occurrence, and in an amount not less than \$1,000,000 for property damage on account of any one occurrence.

5. **TERMINATION**

- A. Each party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party.
- B. Upon early termination for any reason, EHCS D shall be responsible for payment of all invoices for services provided by HCSD prior to termination of this Agreement.

6. **NOTICES**

All notices required or otherwise made pursuant to this Agreement shall be made in writing and shall be addressed to the parties at the addresses first set forth above or at any other address as designated in writing from time to time by each party. All notices shall be sent by either certified mail, return receipt requested, or by overnight service. All notices will be deemed delivered three days after the date of transmittal.

7. **GENERAL PROVISIONS**

- A. This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all prior or contemporaneous agreements and understandings, oral or otherwise, regarding the subject matter of this Agreement.
- B. The paragraph headings in the Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.
- C. This Agreement may be amended only by a writing executed by the authorized representatives of both parties.
- D. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by each and constitutes a valid and binding Agreement.
- E. If either party waives or excuses any breach by the other party, such waiver or excusal shall not be construed to be a waiver or excusal of any other breach, whether such other breach arises before or after such waiver or excusal. A waiver or excusal shall be binding only if in writing and executed by the waiving or excusing party.
- F. This Agreement shall be construed in accordance with the laws of the State of New York, determined without regard for conflict of laws principles. Any legal action or proceeding pertaining to this Agreement shall be brought in the courts of the State of New York in the County of Chemung and all parties consent to such personal jurisdiction.

- G. If any term or provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, other than those portions as to which it is held invalid or unenforceable, shall not be affected.
- H. This Agreement may be executed in any number of counterparts and all such counterparts, taken together, shall constitute one document. Signatures transmitted by fax shall be deemed originals for all purposes.

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

DATE: 6-9-16

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

By: *Amy J. Blesh*

Title: *Board of Education President*

DATE: \_\_\_\_\_

HORSEHEADS CENTRAL SCHOOL DISTRICT

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

Title: \_\_\_\_\_