

SHARED MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 5th day of December, 2022 by and between:

The Board of Education of the Tupper Lake School District, a municipal corporation with principal address at 294 Hosley Avenue in the Town of Tupper Lake, Franklin County, New York (hereinafter referred to as "Tupper Lake") and

The Board of Education of the Long Lake School District, a municipal corporation with principal address at School Street in the Town of Long Lake, Hamilton County, New York (hereinafter referred to as "Long Lake").

WITNESSETH

WHEREAS, Tupper Lake currently own facilities for the maintenance of school transportation vehicles at a site within the Tupper Lake School District at Park Street in the Town of Tupper Lake, New York, and

WHEREAS, Long Lake requires maintenance of its school transportation vehicles and needs a site and source of labor for the proper maintenance and inspection of its transportation vehicle, and

WHEREAS, Tupper Lake currently has site and resources available to provide the services required by Long Lake, and

WHEREAS, Tupper Lake and Long Lake have reached agreement as to the terms and conditions of a contract to provide such services and are desirous of memorializing in writing their understandings, expectation, and representations as to their agreement, and

WHEREAS, a majority of the governing board of Tupper Lake and Long Lake have, by separate resolution of each entity, approved the execution of this agreement by its appropriate executive officer:

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, Tupper Lake and Long Lake agree as follows:

1. For the 2022-23 school year, Long Lake anticipates having 5 DOT inspected vehicles for its student transportation program. Tupper Lake agrees to provide maintenance and inspection services with respect to these vehicles in order to meet the regulatory standards of the State Department of Transportation and to enable Long Lake to carry out its public transportation program.
2. In consideration of Tupper Lake providing the services described in paragraph (1) of this agreement, Long Lake agrees to pay Tupper Lake on the following basis:
 - a) Shop labor will be billed to Long Lake at the rate of \$40.53 per hour for mechanic and at the rate of \$29.60 per hour for a mechanic helper.

- b) Parts and tires will be billed to Long Lake in the amount billed to Tupper Lake by the approved vendor.
 - c) In the event Long Lake requests Tupper Lake to service a vehicle at a location other than Tupper Lake's Transportation Department, Long Lake shall pay Tupper Lake on the basis set forth in section (a) and (b) and the established travel rate.
 - d) For the 2022-23 school year, Long Lake shall pay Tupper Lake the amount of Five Hundred Dollars (\$500) per vehicle, which is reflective of a pro-rata allocation of personnel and facility costs associated with the services to be provided by Tupper Lake under this agreement.
3. Billing shall be on a monthly basis and Long Lake shall make payment within thirty (30) days of invoice. The payment called for in paragraph 2(d) of this agreement shall be billed twice annually, on December 1, 2022 and June 1, 2023 and will be pro-rated to reflect only actual months that services were provided by Tupper Lake.
 4. Long Lake shall be responsible for transporting the vehicles to be serviced and inspected to and from Tupper Lake's Transportation Facility, except under circumstances where a service call is required under paragraph 2(c) of this agreement. In the event a service call is required, Long Lake shall be responsible for transportation of any students who may be affected thereby.
 5. Long Lake shall be able to store vehicles at Tupper Lake's Transportation Facility as needed for service or inspections.
 6. Maintenance records for those vehicles serviced and inspected under this agreement shall be maintained at Tupper Lake.
 7. Tupper Lake outsources some of its mechanical and body work, and may do so with respect to Long Lake's vehicles upon prior notice to Elizabeth Hosley. Transportation of the vehicles to and from the outsource location shall be the responsibility of Long Lake.
 8. In the event that the districts determine that software and hardware for the tracking of maintenance services would be beneficial, Long Lake agrees to participate in the net costs associated with securing and implementing such software and hardware on a pro-rated basis.
 9. Long Lake agrees to name Tupper Lake as an additionally insured on its fleet liability policy and shall maintain such policy with Tupper Lake as an additionally insured as long as this agreement is in effect. A copy of the certificate showing Tupper Lake as an additional insured shall be provided to Tupper Lake prior to service being initiated.
 10. This agreement may be extended for future years upon the acceptance of both parties as to the terms and condition, including but not limited to any changes to the charges noted herein.
 11. Both parties agree to complete any necessary State contracts and forward them to the State Education Department in a timely fashion.

This Agreement may be terminated by either party with thirty (30) days written notice, or at any time by a mutual written Agreement between the parties.

Long Lake shall defend, indemnify and save harmless Tupper Lake, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Long Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses, and expenses. Tupper Lake shall defend, indemnify and save harmless Long Lake, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Tupper Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.

The signatures below represent each district's acceptance of the terms and conditions of this agreement, and are executed based upon proper authorizations of the Board of Education of each respective district.

Executed this 5th day of December, 2022.

Superintendent

Tupper Lake Central School District

Superintendent

Long Lake School District