

SHARED MAINTENANCE AGREEMENT

THIS SHARED MAINTENANCE AGREEMENT (this “Agreement”), made this 12th day of May, 2025 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 20 School Lane in the Town of Long Lake, Hamilton County, New York (hereinafter referred to as “Long Lake”).

WITNESSETH

WHEREAS, Tupper Lake currently owns 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 vehicles, and

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

WHEREAS, Tupper Lake and Long Lake have reached an agreement as to the terms and conditions of providing such services and are desirous of memorializing in writing their understandings, expectations, and representations as to their agreement, and

WHEREAS, a majority of the governing boards of Tupper Lake and Long Lake have, by separate resolution of each entity, approved the execution of this Agreement by the appropriate executive officer of each entity;

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

1. For the 2025-26 school year, Long Lake anticipates having five (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 per hour at the rate of:

- i. \$54.64 for mechanic 1 (PD),
 - ii. \$66.94 for mechanic 2 (DR), and/or
 - iii. \$39.89 for mechanic helper (NM).
 - b) Work will be billed at the rate corresponding with whomever performs the work.
 - c) If the performance of the work causes an overtime situation, the Tupper Lake District will bill Long Lake at a rate of time and a half for the hours worked by the mechanic and/or mechanic helper.
 - d) Parts and tires will be billed to Long Lake in the amount billed to Tupper Lake by the approved vendor.
 - e) 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) through (c) and the established travel rate.
 - f) Billing shall be on a monthly basis and Long Lake shall make payment within thirty (30) days of invoice.
3. 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(e) 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.
 4. Long Lake shall be permitted to store vehicles at Tupper Lake's Transportation Facility as needed for service or inspections.
 5. Maintenance records for those vehicles serviced and inspected under this Agreement shall be maintained at Tupper Lake.
 6. 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 or other representative appointed by Long Lake. Transportation of the vehicles to and from the outsource location shall be the responsibility of Long Lake.
 7. 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.
 8. Long Lake agrees to name Tupper Lake as an additional insured on its fleet liability policy and shall maintain such policy with Tupper Lake as an additional 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.
 9. This Agreement may be extended for future years upon the acceptance of both parties as to the terms and conditions, including but not limited to any changes to the charges noted herein.
 10. Both parties agree to complete any necessary State contracts and forward them to the State Education Department in a timely fashion.

11. This Agreement may be terminated by either party upon thirty (30) days' written notice, or at any time by a mutual written Agreement between the parties.
12. 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 12th day of May 2025.

Superintendent
Tupper Lake Central School District

Superintendent
Long Lake Central School District