

Scotia-Glenville School District
Scotia, New York

February 28, 2023

To: Susan Swartz, Superintendent

From: Andrew Giaquinto, School Business Manager

Re: Approval of the Third Year of the Five-Year Shared Services Bus Maintenance Agreement with Burnt Hills-Ballston Lake Central School District

Attached is the shared services agreement between Scotia-Glenville CSD and Burnt Hills- Ballston Lake CSD for bus maintenance. This agreement was approved last year for the 2022-23 school year.

This five-year agreement needs BOE approval for the third year (2023-24). As per the agreement all fees identified on page 2 (a, b and c) will increase by 3 percent.

Please include this agreement on the agenda for the third year approval.

Thank you.

Attachment

**SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE**

THIS SHARED SERVICES AGREEMENT (the "Agreement") is effective as of this 1st day of June, 2021, by and between the Board of Education of the Scotia-Glenville Central School District, a public school district having an address of 900 Preddice Parkway, Scotia, New York 12302 ("Scotia-Glenville CSD"), and the Burnt Hills-Ballston Lake Central School District, a public school district having an address of 88 Lakehill Rd. Burnt Hills, NY 12027 ("Burnt Hills-Ballston Lake CSD") (Scotia-Glenville CSD and Burnt Hill-Ballston Lake CSD are referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Burnt Hills-Ballston Lake CSD currently owns and operates a facility for the maintenance of school transportation vehicles at a site within the Burnt Hills-Ballston Lake CSD located at 23 Lakehill Road, Ballston Lake, New York (the "Facility"); and

WHEREAS, Scotia-Glenville CSD is in need of preventative maintenance, repairs, and inspection of its school transportation vehicles and requires a site and source of labor for the proper maintenance and inspection of its transportation vehicles; and

WHEREAS, Burnt Hills-Ballston Lake CSD currently has space and resources available at its Facility to provide the services required by Scotia-Glenville CSD; and

WHEREAS, Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD 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 Boards of Education of both Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD 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, Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD agree as follows:

1. Provision of Services. For the 2021-2022 school year, Scotia-Glenville CSD anticipates having approximately forty-five (45) vehicles for its student transportation program (the "Vehicles"). Burnt Hills-Ballston Lake CSD agrees to provide preventative maintenance, repair and inspection services with respect to the Vehicles in accordance with all regulatory standards of the State Department of Transportation and to enable Scotia-Glenville CSD to carry out its student transportation program (the "Services"). The Services shall at all times be provided by employees of Burnt Hills-Ballston Lake CSD. As such, Burnt Hills-Ballston Lake CSD shall be responsible for all wages, insurance and benefits, workers compensation coverage, disability and unemployment insurance, tax and other withholdings, and all statutory requirements with respect to the employment of the individuals providing the Services. As a result of providing the Services, the individuals providing the Services shall not be construed as employees of Scotia-Glenville CSD in any respect or be entitled to any benefits that might otherwise be provided by Scotia-Glenville CSD to its employees.

2. Location of Services. The Services will be performed at the Facility by mechanics employed by Burnt Hills-Ballston Lake CSD in the same manner and with the same degree of attention and care as is given to the maintenance services provided to vehicles at the Facility owned by Burnt Hills-Ballston Lake CSD.

3. Supervision of the Services. The provision of the Services will be overseen by a transportation director employed by Burnt Hills-Ballston Lake CSD.

4. Storage. As necessary and appropriate, Burnt Hills-Ballston Lake CSD will provide space at the Facility for the storage of parts and equipment provided by Scotia-Glenville CSD for use in connection with the provision of the Services to Scotia-Glenville CSD's transportation vehicles.

5. Fees. In consideration of Burnt Hills-Ballston Lake CSD providing the Services to Scotia-Glenville CSD as set forth in this Agreement, Scotia-Glenville CSD agrees to pay Burnt Hills-Ballston Lake CSD on the following basis:

- a) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$18,750, which represents an expense equivalent to Burnt Hills-Ballston Lake CSD employment of two and 1/2 (2.5) full-time mechanics to provide the Services;
- b) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$4,100 for Burnt Hills-Ballston Lake CSD's management of the Service;
- c) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$11,000 for its use and occupancy of the Facility; and
- d) Parts and materials provided to Scotia-Glenville CSD by Burnt Hills-Ballston Lake CSD will be invoiced monthly to Scotia-Glenville CSD in an amount equal to Burnt Hills-Ballston Lake CSD actual cost. Burnt Hills-Ballston Lake CSD shall inform Scotia-Glenville CSD before purchasing any parts or materials in connection with the Services, other than those needed for routine maintenance and repair, if such parts are estimated to cost less than \$6,000 in total. If parts for the repairs are estimated to cost over \$6,000, Scotia-Glenville CSD will provide written approval before any repairs are done. Scotia-Glenville CSD will pay all amounts due on such invoices within thirty (30) days of its receipt of the invoice from Burnt Hills-Ballston Lake CSD.
- e) All fees identified above in sections a, b, and c will be increased by 3% per year for each year that this agreement remains in effect.
- f) If Burnt Hills-Ballston Lake CSD and Scotia-Glenville CSD agree to the purchase by Burnt Hills-Ballston Lake CSD of additional durable equipment necessary for the provision of the Services, then Burnt Hills-Ballston Lake CSD and Scotia-Glenville CSD agree to divide the cost of such purchase through an increase in annual rent for Scotia-Glenville CSD indicated in provision (c) above. This increase in rent will be

proportional to the number of vehicles serviced and amortized over the estimated useful life of the equipment.

6. Access to the Facility. Burnt Hills-Ballston Lake CSD agrees that Scotia-Glenville CSD's employees and other representatives shall have the right to enter into and upon the Facility for the purpose of reviewing the provision of the Services. At all times, Scotia-Glenville CSD's employees and other representatives shall abide by the rules and regulations in place for visitors on Burnt Hills-Ballston Lake CSD's property.

7. Indemnification. Scotia-Glenville CSD shall defend, indemnify and hold Burnt Hills-Ballston Lake CSD, and its board members, administrators, and employees harmless from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Scotia-Glenville CSD or its employees or agents to the extent of Scotia-Glenville CSD's or its employees' or agents' responsibility for such claims, damages, losses or expenses. Burnt Hills-Ballston Lake CSD shall defend, indemnify and hold Scotia-Glenville CSD, and its board members, administrators, and employees harmless from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Scotia-Glenville CSD or its employees or agents to the extent of Burnt Hills-Ballston Lake CSD's or its employees' or agents' responsibility for such claims, damages, losses or expenses. The indemnification provisions of this paragraph shall survive the termination of this Agreement.

8. Insurance. Scotia-Glenville CSD agrees to name Burnt Hills-Ballston Lake CSD as an additional insured on its fleet liability insurance policy as long as this Agreement remains in effect. A copy of the certificate of insurance showing Burnt Hills-Ballston Lake CSD as an additional insured shall be provided to Burnt Hills-Ballston Lake CSD prior to the Service being initiated. Burnt Hills-Ballston Lake CSD agrees to maintain Garage Liability and Garagekeepers Legal Liability insurance coverage in place as long as this Agreement remains in effect in the following amounts:

- Garage Liability \$1,000,000 each occurrence;
- Garagekeepers Legal Liability \$250,000 Comprehensive & \$250,000 Collision.

Scotia-Glenville CSD shall be named as an additional insured on the Garage Liability insurance coverage. Copies of the certificates required of Burnt Hills-Ballston Lake CSD shall be provided to Scotia-Glenville CSD prior to the Service being initiated.

9. Termination. This Agreement may be terminated by either Party on the conclusion of the 5th year of operation (June 30, 2026), or at any time by the mutual written agreement of both Parties.

10. Entire Agreement. Modification. Severability. Waiver. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

11. Standardization. To the extent permitted by law, while this Agreement is in place Scotia-Glenville CSD will purchase the same type of buses that Burnt Hills-Ballston Lake CSD purchases through the State of New York (i.e., buses with an international chassis) to ensure the efficiency of operations.
12. Reporting Obligations. Scotia-Glenville CSD will be responsible for reporting any potential maintenance/repair issues on their vehicles identified during bus drivers' pre and post trip inspection process to Burnt Hills-Ballston Lake CSD as soon as Scotia-Glenville CSD is made aware of a potential maintenance/repair issue from their driving staff. Scotia-Glenville CSD will coordinate with Burnt Hills-Ballston Lake CSD the scheduling/delivery of buses for corrective measures.
13. Transportation of Vehicles. Scotia-Glenville CSD shall be responsible for transporting all vehicles to the Facility to receive the Services and for promptly picking up the vehicles from the Facility after the Services have been completed. Burnt Hills-Ballston Lake CSD shall retain all maintenance records for the vehicles it provides the Services to at the Facility and shall provide Scotia-Glenville CSD with a copy of all of such records. In the event that a Vehicle owned by Scotia-Glenville CSD breaks down during the transportation of students, Scotia-Glenville CSD will secure any and all necessary towing services to transport the vehicle to the Facility. If Scotia-Glenville CSD is unable to secure such towing services, Burnt Hills-Ballston Lake CSD will attempt to secure this towing service and will bill Scotia-Glenville CSD for the actual cost of such service. Other mutually agreed upon arrangements may also be made in such situations.
14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.
15. Notices. All notices given in connection with this Agreement shall be in writing and shall be deemed to have been validly made or given when delivered personally to the Superintendent of the respective Party at the address first stated above, or when received by a Party if properly addressed to the Superintendent of the Party and deposited with the United State Postal Service or by a recognized overnight carrier.
16. Captions. The captions or headings or paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof.
17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York.
18. Cooperation. The Parties agree to complete any necessary forms or other documents required by the New York State Education Department or any other government entity in a timely fashion to allow a Party to receive reimbursement with respect to the Services.
19. Binding Effect. The signatures below represent each Party'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 Party.

20. Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Scotia-Glenville CSD's governing body or are otherwise available in any fiscal period for payments due hereunder, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Scotia-Glenville CSD of any kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Scotia-Glenville CSD will immediately notify Burnt Hills-Ballston lake CSD of such occurrence.

21. Entire Agreement. Modification. Severability. Waiver. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

Scotia-Glenville Central School District

By Susan M. Swartz Superintendent
Susan Swartz, Superintendent

Dated: 05/24/2021

Burnt Hills-Ballston Lake Central School District

By Dr. Patrick McGath Superintendent
Dr. Patrick McGath, Superintendent

Dated: 6-2-2021