

INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("IMA") made and entered into this 18th day of December, 2023 by and between the Malverne Union Free School District (hereinafter referred to as the "MUFSD"), as the party of the first part, having its principal place of business located at 301 Wicks Ln, Malverne, NY 11565 and the Uniondale Union Free School District, as the party of the second part, having its principal place of business located at 933 Goodrich St, Uniondale, NY 11553 (hereinafter referred to as the "UUFSD") and (collectively referred to as "the parties").

WITNESSETH:

WHEREAS, the foregoing parties have determined to enter into this IMA pursuant to New York Education Law Sections 1709, 1804, 3625, and General Municipal Law Section 119-0 for the purpose of providing transportation and bus monitoring services for certain children who reside in the MUFSD; and

WHEREAS, in consideration of the payments, as more fully set forth herein, the MUFSD wishes for the UUFSD to provide transportation and bus monitoring services for the students listed in Schedule "A" (annexed hereto), subject to additions and deletions during the term hereof, from the established pick-up points as set forth herein, to the: (I) The New York Institute for Special Education located at 999 Astor Pkwy, Bronx, New York 10469;

WHEREAS, MUFSD and UUFSD have each determined that it would be in their best interests for the UUFSD to provide transportation and bus monitoring services to certain MUFSD students; and

WHEREAS, the UUFSD is willing to provide transportation services and bus monitoring services to certain MUFSD students pursuant to the terms and conditions as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The MUFSD and the UUFSD each represent that it is authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental/ intermunicipal agreements.
2. The MUFSD and the UUFSD, believing it to be in the best interests of their taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the transportation of its students.
3. Term. The term of this IMA shall commence at the beginning of the 2023-2024 school year in accordance with the UUFSD, The New York Institute for Special Education calendar, subject to paragraph 4(C) herein, and terminate on June 30, 2024. The IMA may be extended for additional one-year periods, subject to the prior approval of the Boards of Education of the MUFSD and the UUFSD.

4. Scope of services to be provided by the UUFSD. The UUFSD agrees to provide the following transportation and bus monitoring services to the MUFSD students listed in Schedule A, annexed hereto:

A. After considering and balancing the issues of student safety, convenience, routing efficiency and cost as required by the Commissioner of Education, the UUFSD agrees to transport the MUFSD students to and from the established pick-up points agreed upon between both parties, to the: (I) The New York Institute for Special Education located at 999 Astor Pkwy, Bronx, New York 10469;

B. The UUFSD shall be responsible for establishing the bus route for the transportation services described herein and for providing the requested matron for said services as set forth herein.

c. Such transportation and bus monitoring services shall be rendered by UUFSD in accordance with the UUFSD, The New York Institute for Special Education school calendars. Transportation services shall not be provided to MUFSD students when UUFSD public schools are closed, including but not limited to, closure for inclement weather.

D. The UUFSD will utilize the school buses owned/ leased, operated or contracted by UUFSD and provide bus monitoring services with UUFSD employees and vendors. The UUFSD hereby represents that it currently provides transportation services to students of the UUFSD that attend the school at the destination points.

E. The UUFSD shall provide the MUFSD with:

- i. A complete description of the bus routes along with pick-up and drop-off times.
- ii. Copies of required insurance certificates as set forth herein; and
- ii. Reports of incidents that may occur on the buses, and such other requirements or documents as may be requested and/or required by the MUFSD.

5. The UUFSD and the MUFSD shall comply and be responsible for compliance with all applicable federal, state, and local statutes and rules regarding transportation services for students, including but not limited to, the New York State Education Law, the New York State Vehicle and Traffic Law, New York State Department of Transportation and the Commissioner's rules and regulations.

6. The UUFSD and the MUFSD will comply and be responsible for compliance of all applicable federal, state, local statutes, and rules, including but not limited to the regulations of the New York State Education Department ("NYSED") specific to safety training requirements, including the completion of the School Bus Driver Safety Training Program.

7. The MUFSD represents that the proper Transportation Contract (Form TC) and New York State Aid forms, have been duly filed with the State Education Department in compliance with all applicable federal, state, and local statutes, rules, and regulations.

8. Consideration. In full consideration for the services to be rendered by the UUFSD for the term of this IMA, the MUFSD agrees to pay the UUFSD the following sums for transportation and bus monitoring services to the specified destination points:

- The sum of THREE THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS AND NINETY NINE CENTS (\$3,462.99), plus the current CPI increase published by the Transportation Department of the New York State Education Department, per student, per month for transportation services to; The New York Institute for Special Education

9. The UUFSD shall invoice the MUFSD on a monthly basis for all transportation and bus monitoring services provided. Invoices shall be due and payable within forty-five (45) days of receipt of the invoice.

10. The UUFSD and/or MUFSD shall have the right to add or remove a child from the services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.

11. The UUFSD and the MUFSD shall file the fully executed IMA with the Department of Education as may be required.

12. The parties agree that the contract between the UUFSD and its transportation provider shall include the applicable required provisions under Education Law 53625.

13. The UUFSD agrees that any vehicle used to transport students pursuant to this Agreement shall come to a full stop before crossing the track(s) of any railroad and before crossing any state highway.

14. The UUFSD hereby consents to an audit of any and all financial records relating to this contract by the department of audit and control in accordance with Education Law 53625.

15. Insurance. The UUFSD and the MUFSD shall maintain in full force and effect during the Term of this Agreement, (i) Workers' Compensation Insurance Employers Liability & NYS Disability Benefits Insurance for the statutory limits as prescribed by the laws of the State of New York; (ii) commercial general liability insurance with limits of liability of \$1,000,000 million for each occurrence, \$2,000,000 in the general aggregate and \$2,000,000 for products/completed operations; and (iii) Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. Each party shall provide a copy of the insurance certificates to the other at least ten (10) days prior to the commencement of the term of this IMA and shall further provide prior written notice of the cancellation, termination, or modification of said policies. The UUFSD agrees to name the MUFSD as an additional insured.

16. In the event that any of the insurance coverage to be provided by either party contains a deductible, the parties shall indemnify and hold each other harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of each party.

17. The parties shall provide each other with evidence of the above insurance requirements upon execution of the within IMA. The parties further acknowledge that its failure to obtain or keep current the insurance coverage required by this IMA shall constitute a material breach of this IMA.

18. Prior to commencement of the within services, the parties shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this IMA.

19. Notices: Any notices to be given under this IMA by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Uniondale Union Free School District
933 Goodrich St
Uniondale, NY 11553
Attn: Assistant Superintendent for Business

Malverne Union Free School District
301 Wicks Ln
Malverne, NY 11565
Attn: Assistant Superintendent for Business

20. Termination. This IMA may be terminated by either party upon thirty (30) days written notice to the non-terminating party. In the event that the UUFSD students no longer attend school at the destination points during the term of this IMA, and any renewal period, the UUFSD shall no longer be obligated to provide transportation and matron services to the students of the MUFSD, and this IMA shall terminate immediately upon notice from the UUFSD to the MUFSD of such discontinuation of services. Upon termination, the parties shall undertake all necessary steps to wind down activities hereunder. In the event of termination, MUFSD shall be liable for and make payment of all sums due and owing for transportation services rendered up to the effective date of termination.

21. Indemnification and Hold Harmless: The UUFSD and MUFSD further agree that it shall defend, indemnify and hold harmless each other, its officers, the Board of Education, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, neglect or breach of duties by either UUSFD

or MUFSD or any of its officers, directors, agents or employees taken or made with respect to this IMA.

22. **Discrimination Prohibited:** Neither party will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

23. **Governing Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non convenience to the conduct of and proceeding in any such court.

24. **Severability:** If any term, provision, covenant or condition of this IMA, or the application thereof, to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this IMA and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.

25. This IMA constitutes the full and complete IMA between the MUFSD and the UUFSD, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

26. This IMA has been mutually arrived at and shall not be construed against either party as being the drafter or causing this IMA to be drafted.

27. Any alteration, change, addition, deletion, or modification of any of the provisions of this IMA or any right either party has under this IMA shall be made by mutual assent of the parties.

in writing and signed by both parties, and subject to the approval of the State Education Department, as required.

28. This IMA may not be assigned by either party without the prior written authorization of the non-assigning party.

29. Nothing contained in this IMA shall be construed to create an employment or principal agent relationship or partnership or joint venture, between the UUFSD and the MUFSD and any officer, employee, servant, agent, or independent contractor of the UUFSD.

30. The undersigned representatives of the UUFSD and the MUFSD hereby represent and warrant that they have the full legal rights, power, and authority to enter this IMA on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This IMA shall not become binding until approved by the MUFSD and UUFSD by resolution at a duly convened public meeting.

IN WITNESS WHEREOF, the parties hereto have executed this IMA the day and year first written above

Date _____

Uniondale Union Free School District

By: _____

President, Board of Education

Date _____

Malverne Union Free School District

By: _____

President, Board Of Education