

COOPERATIVE TRANSPORTATION AGREEMENT

This Cooperative Transportation Agreement ("CTA") made and entered into this 16th day of November 2021, by, between and among the West Hempstead Union Free School District ("WEST HEMPSTEAD"), as the party of the first part, having its administrative offices located at 252 Chestnut Street, West Hempstead, NY 11552, the Malverne Union Free School District, as the party of the second part, having its administrative offices located at 301 Wicks Lane, Malverne, NY 11565 ("MALVERNE") and First Student, Inc., 20167-Freeport, 251 North Main Street, Freeport, NY 11520 ("CONTRACTOR"). (collectively the "Parties").

WITNESSETH:

WHEREAS, WEST HEMPSTEAD and MALVERNE have determined to enter into this CTA pursuant to New York Education Law sections 1709, 1804, 3625, and General Municipal Law Section 119-o for the purpose of providing transportation for certain children who reside in WEST HEMPSTEAD; and

WHEREAS, subject to the terms and conditions as more fully set forth herein, WEST HEMPSTEAD wishes transportation services to be provided by MALVERNE's transportation CONTRACTOR to certain WEST HEMPSTEAD residents listed in Schedule "A" (annexed hereto), subject to additions and deletions during the term hereof, from and to the established pick-up/drop-off points, to and from the non-public school(s) indicated on said schedule; and

WHEREAS, WEST HEMPSTEAD and MALVERNE have each determined that, subject to the terms and conditions of this agreement, it would be in their respective district's best interest for MALVERNE's CONTRACTOR to provide transportation to certain WEST HEMPSTEAD residents as provided for herein to non-public schools to which the CONTRACTOR already transports MALVERNE residents; and

WHEREAS, MALVERNE's CONTRACTOR, subject to the terms and conditions of its home-to-school/school-to-home transportation contract with MALVERNE and in consideration of the payments set forth herein, is willing to provide transportation services to the said WEST HEMPSTEAD residents pursuant to the terms and conditions more fully set forth herein;

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

1. WEST HEMPSTEAD and MALVERNE 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. WEST HEMPSTEAD and MALVERNE, believing it to be in the best interests of their respective taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the transportation of WEST HEMPSTEAD students as provided herein.

3. Term. The term of this CTA shall commence at the beginning of the 2021-2022 school year in accordance with MALVERNE's school calendar, and that of the non-public school to which home-to-school transportation will be provided hereunder, subject to paragraph 4(C) herein, and terminate on June 30, 2022.

4. Scope of services to be provided by the CONTRACTOR. The CONTRACTOR agrees to provide the following transportation services to the WEST HEMPSTEAD residents 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 CONTRACTOR agrees to transport WEST HEMPSTEAD students to and from the established pick-up/drop-off points agreed upon between both parties, to the non-public school(s) indicated in Schedule A.

B. MALVERNE shall be responsible for establishing (with such input from WEST HEMPSTEAD as MALVERNE shall request) the bus routes for the transportation services described herein.

C. Such transportation services shall be rendered by the CONTRACTOR in accordance with the MALVERNE and non-public school calendars. Transportation services shall not be provided to WEST HEMPSTEAD residents when MALVERNE public schools are closed, including but not limited to, closure for inclement weather.

D. The CONTRACTOR will utilize its owned/leased school buses operated by CONTRACTOR. CONTRACTOR represents that it currently provides transportation services to residents of MALVERNE that attend the schools to which it shall transport WEST HEMPSTEAD residents.

E. MALVERNE shall provide WEST HEMPSTEAD with:

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

5. WEST HEMPSTEAD agrees to reimburse MALVERNE for its pro-rata share of any payment(s) made by MALVERNE to the CONTRACTOR on account of any period during which schools are closed - either because the current Covid-19 related school closure ("CLOSURE") continues or because having reopened, schools are subsequently closed by

direction of the State of New York, or the State of New York's or the local Department of Health, due to the Covid-19 pandemic or similar event ("EXTENDED CLOSURE")

6. WEST HEMPSTEAD, MALVERNE, and the CONTRACTOR 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 of Education's rules and regulations.

7. The CONTRACTOR 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.

8. WEST HEMPSTEAD shall file the proper Transportation Contract (Form TC) and New York State Aid forms with the State Education Department in compliance with all applicable federal, state, and local statutes, rules and regulations.

9. Consideration. In full consideration for the services to be rendered by MALVERNE's CONTRACTOR for the term of this CTA, WEST HEMPSTEAD agrees to pay MALVERNE the sum of ONE THOUSAND FIVE HUNDRED THIRTY-SEVEN and 68/100 DOLLARS (\$1,537.68) per month per student.

10. MALVERNE shall invoice WEST HEMPSTEAD in the same manner as it is invoiced by the CONTRACTOR for services provided to WEST HEMPSTEAD hereunder on a monthly basis for all transportation services provided. Invoices shall be due and payable within forty-five (45) days of receipt of the invoice.

11. WEST HEMPSTEAD shall have the right to add or remove a student from the services at any time during the school year. Payment for children added or removed shall be prorated for the period of time transportation services were provided to the student.

12. MALVERNE and WEST HEMPSTEAD shall file the fully executed CTA with the Department of Education as may be required.

13. Insurance.

A. The CONTRACTOR shall cause WEST HEMPSTEAD to be named as an additional insured on its comprehensive general liability and Automobile Liability policies and will provide appropriate endorsements memorializing this fact. The CONTRACTOR also agrees to maintain during the term of this CTA Workers' Compensation Insurance Employers Liability & NYS Disability Benefits Insurance for the statutory limits as prescribed by the laws of the State of New York.

B. WEST HEMPSTEAD and MALVERNE shall maintain in full force and effect during the Term of this Agreement comprehensive general liability insurance with limits of liability of \$1 million for each occurrence, \$2 million in the general aggregate and \$2 million for products/ completed operations. They shall each provide a copy of the insurance certificates to the other at least ten (10) days prior to the commencement of the Term of this CTA and shall further provide prior written notice of the cancellation, termination or modification of said policies. WEST HEMPSTEAD and MALVERNE each agrees to name the other as an additional insured under its general liability and automobile liability policies.

C. In the event that any of the insurance coverage to be provided by either school district contains a deductible, the parties shall indemnify and hold each other

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harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of each party.

D. 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 CTA.

14. Notices: Any notices to be given under this CTA by either party to the other may be effected 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:

West Hempstead Union Free School District
Attn: Joel Press, Assistant Superintendent for Business and Operations
252 Chestnut St.
West Hempstead, NY 11552

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

15. Termination. This CTA may be terminated by either party upon thirty (30) days written notice to the non-terminating party. In the event that MALVERNE students no longer attend school the non-public schools indicated on Schedule A during the term of this CTA, MALVERNE shall no longer be obligated to provide transportation services to the students of WEST HEMPSTEAD, and this CTA shall terminate immediately upon notice from MALVERNE to WEST HEMPSTEAD of such discontinuation of services.

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MALVERNE shall, however, make every reasonable effort to provide WEST HEMPSTEAD with at least thirty (30) days written notice of termination in such event. Upon termination, the parties shall undertake all necessary steps to wind down activities hereunder. In the event of termination, WEST HEMPSTEAD shall be liable for and make payment of all sums due and owing for transportation services rendered up to the effective date of termination.

16. Indemnification and Hold Harmless Provision: WEST HEMPSTEAD and MALVERNE each further agree that it will defend, indemnify and hold harmless the other, its officers, directors, 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 WEST HEMPSTEAD or MALVERNE or any of its officers, directors, agents or employees taken or made with respect to this CTA.

19. Discrimination: Services provided pursuant to this CTA shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

20. This CTA shall be governed by the laws of the State of New York.

21. Severability: If any term, provision, covenant or condition of this CTA, 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 CTA and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

22. This CTA constitutes the full and complete CTA between WEST HEMPSTEAD and MALVERNE, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

23. As regards MALVERNE and WEST HEMPSTEAD This CTA has been mutually arrived at and shall not be construed against either party as being the drafter or causing this CTA to be drafted.

24. Any alteration, change, addition, deletion or modification of any of the provisions of this CTA or any right either party has under this CTA 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.

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

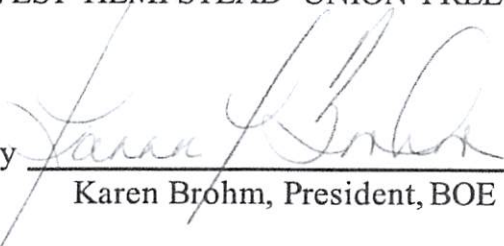
26. Nothing contained in this CTA shall be construed to create an employment or principal-agent relationship or partnership or joint venture, between WEST HEMPSTEAD and MALVERNE and any officer, employee, servant, agent or independent contractor of MALVERNE.

27. The undersigned representatives of WEST HEMPSTEAD and MALVERNE hereby represent and warrant that they have the full legal rights, power and authority to enter into this CTA on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This CTA shall not become binding until approved by WEST HEMPSTEAD and MALVERNE by resolution of their respective Boards of Education adopted at a duly convened public meeting.

28. The within agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this CTA to be executed by heir duly authorized representatives on the day and year first above written.

WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT

By  Date: 12/14/21
Karen Brohm, President, BOE

MALVERNE UNION FREE SCHOOL DISTRICT

By _____ Date: _____
Josephine Bottitta, President, BOE

FIRST STUDENT, INC.

By _____ Date: _____
FIRST STUDENT