

**INTERMUNICIPAL AGREEMENT BETWEEN GST BOCES AND THE  
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT**

This Intermunicipal Agreement (“Agreement”) made this 15th day of November 2024 (“Effective Date”), by and between the Elmira Heights Central School District, a municipal corporation organized under the laws of New York State with offices at 2083 College Ave, Elmira Heights, NY 14903 (the “District”) and Greater Southern Tier Board of Cooperative Educational Services, a municipal corporation organized under the laws of New York State with offices at 2475 Corning Road, Elmira, NY 14903 (the “BOCES”) (hereinafter individually “Party”, and together “Parties”).

**WHEREAS**, the Parties are municipal corporations authorized to enter into intermunicipal agreements pursuant to Article 5-G of the New York State General Municipal Law to carry out any function or responsibility each has the authority to undertake alone; and

**WHEREAS**, the BOCES students participating in the Nursing Career and Technical Education Program require transportation to and from Bush campus, Bldg. 12 – 459 Philo Rd., Elmira, NY 14903 (“BOCES’ campus”) and the clinical site located at Bethany Manor – 3005 Watkins Rd., Horseheads, NY 14845, Elcor Nursing – 48 colonial Dr., Horseheads, NY 14845, and Chemung County Nursing Facility – 103 Washington St., Elmira, NY 14901 (“Clinical Site”); and

**WHEREAS**, the District is willing to transport the BOCES’ students to and from the BOCES campus and the Clinical Site on the dates and times agreed upon in advance by the parties; and

**WHEREAS**, the respective governing board of each Party has authorized the execution of this Agreement; and

**NOW, THEREFORE,** in consideration of the promises and covenants hereinafter set forth, it is agreed by and between the parties as follows:

**1. Term:** This Agreement shall commence on the Effective Date and terminate on June 30, 2025. The Agreement may be extended annually or terminated at any time by mutual written consent of the parties. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

**2. Services:** The District shall transport approximately 42 (17-am / 25-pm) BOCES students attending the Nursing Career and Technical Education Program for clinical programming to and from the BOCES' campus and the Clinical Site. The District shall pick up the students from the BOCES' campus at 9:00am / 12:00pm and transport the students to the Clinical Site. The District shall also transport the students from the Clinical Site at 10:30 am / 1:30pm to the BOCES' campus. Transportation shall be provided on the following dates:

- 11/18-11/22/24
- 12/9-12/13/24
- 1/13-1/17/25
- 2/10-2/14/25
- 3/10-3/14/25
- 4/7-4/11/25
- 5/12-5/16/25 (Only AM bus needed)

**3. Payment:** BOCES agrees to pay the District a total of \$8,434.67 in (6) weekly installments of \$1,338.32 each, and (1) payment of \$404.75 the last week, to be paid after services have been rendered, provided that payments shall be due within thirty (30) days after BOCES' receipt of an invoice.

4. **Indemnification:** Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

5. **Insurance:** [To be completed by BOCES and District insurance reps]

6. **Compliance with Law:** Parties agree that they shall comply with all applicable federal, state, and local laws, including the Education Law, the Vehicle and Traffic Law, regulations of the Commissioner of Education and the Department of Transportation and all other applicable resolutions, ordinances, codes, rules, and regulations.

7. **Routing:** The District shall be responsible for bus routing. Routing shall be performed in a manner which is in the best interest of the shared service.

8. **Prohibition Against Assignment:** Neither party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of its responsibilities and/or obligations under this Agreement, or its right, title, or interest in this Agreement, to any other person without the previous written consent of the other party.

9. **Non-Waiver of Breach:** No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

10. **Choice of Law and Venue:** This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought in the state or federal courts, as applicable, located in Chemung County, New York.

11. **Notice:** Any notices by either party shall be in writing and hand-delivered to the offices set forth above or sent by registered or certified mail to the respective addresses set forth above or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile or electronic mail shall not be considered effective delivery of notice.

12. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

13. **Entire Agreement:** This Agreement is subject to approval of the Parties' governing bodies. The foregoing constitutes the entire Agreement and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_



Dated: \_\_\_\_\_

11/20/2024

Michael Gill, Superintendent of Schools

Date of Authorizing Resolution: \_\_\_\_\_

**GREATER SOUTHERN TIER BOCES**

By: Tracy Loukopoulous  
Tracy Loukopoulous, Asst. Superintendent  
For Finance & Operations

Dated: 11/18/24