

**TECHNICAL SERVICES CONTRACT**

**BY AND BETWEEN**

**TOWN OF LEDYARD**

**AND**

**TOWN OF PRESTON**

This agreement entered into as of this 22 day of May 2024 by and between the Town of Ledyard, a Municipality incorporated with the State of Connecticut, acting herein through its Mayor as duly authorized, (hereinafter referred to as "Ledyard"), and the Town of Preston, a Municipality incorporated with the State of Connecticut, acting herein through its First Selectwoman as duly authorized, (hereinafter referred to as "Preston").

**WITNESSETH**

**WHEREAS**, Preston, recognizing the need to provide regular maintenance and repair to their Town vehicles and equipment; and

**WHEREAS**, Ledyard employs staff qualified with the appropriate certification to assume the regular maintenance and repair to Town vehicles and equipment; and

**WHEREAS**, Ledyard is prepared to enter into this Agreement for the professional services of to support Preston;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

Services to be Provided. Ledyard will provide regular maintenance and required repairs to Preston vehicles and power equipment. These services will be routinely provided at Ledyard's facilities but may also be undertaken on location in Preston in the interests of efficiency and productivity. The provision of such services by Ledyard shall not preclude basic measures germane to routine operation of vehicles and equipment that may be undertaken by Preston personnel. Ledyard will also provide administration services that are innate to programmatic maintenance services.

Materials and Contract Services. Preston shall be responsible for the costs of materials, parts, and contract services associated with their vehicles and equipment. These shall be paid directly to vendors by Preston wherever feasible. Otherwise, Ledyard will bill Preston for such costs, for which Preston shall pay Ledyard within thirty days (30) days of the invoice date.

Materials Inventory. Inventory of materials used in maintenance of Preston vehicles and equipment will be maintained wherever most suitable for the efficiency of service and operations.

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Tools. Maintenance will typically be conducted through use of tools owned and supplied by Ledyard. Where otherwise convenient or appropriate, maintenance may be effected through use of tools owned and maintained by Preston at their facility.

Period of the Agreement. The term of this Agreement shall be a period of two years from date of signature with the option to renew if both parties agree. Rates will be reassessed at such time.

Costs, Billing and Payment. Preston shall pay the rate of eight thousand dollars (\$8,000) per month for regular services. Ledyard will have an "on call" mechanic available to Preston during storms. Additional overtime worked as defined by collective bargaining agreement will be billed at the contractual rate. Ledyard shall maintain overtime documentation as required and invoice monthly if applicable. Preston shall pay Ledyard within thirty days (30) of the invoice date.

Additional Costs. Ledyard shall be responsible for contractual costs and benefits except for overtime as defined above.

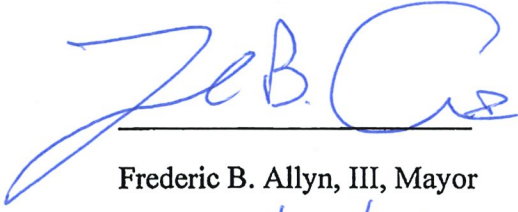
Non appropriation of funds.. The Town of Preston believes that funds can be obtained in amounts sufficient to make all Mechanic Service Payments during the two-year term. Preston's fiscal officer hereby covenants that he/she will do all things within his/her power to obtain, maintain and properly request and pursue funds from which Mechanic Service Payments may be made, specifically including in the Town's annual budget requests amounts sufficient to make Mechanic Service Payments for the full Mechanics Service agreement term. If the Town is not allotted funds for the next fiscal year to continue the Mechanic Service Payments under this Agreement, and has no legally available funds for the service, the Towns may terminate this Agreement at the end of the then current fiscal year, by giving ninety (90) days written notice, and enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, the Town shall not be obligated to make Service Payments beyond the end of the then current fiscal year with proper notification and documentation. Upon the occurrence of this event, if this Agreement is terminated by the Town in accordance with this paragraph, the Town agrees not to purchase services to perform the same functions as, or functions taking the place of, those performed by the Town of Ledyard, and agrees not to permit such functions to be performed by any agency or entity hired by the Town, for a period of three hundred sixty (360) days.

This Agreement contains the entire understanding of the parties and may not be modified except by an instrument in writing executed by the parties hereto.

If any court shall hold any provision of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the administrative support can be effectively accomplished pursuant to the terms of such remainder.

In witness whereof, Ledyard and Preston have executed this agreement as of the date below.

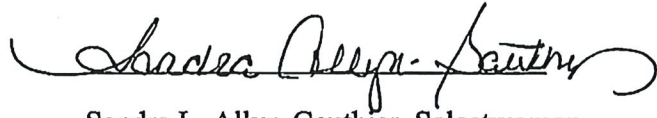
Town of Ledyard



Frederic B. Allyn, III, Mayor

Dated: 5/23/24

Town of Preston



Sandra L. Allyn-Gauthier, Selectwoman

Dated: 5/22/24