

This Agreement made this __ day of _____, 2022 by, between and among the Nassau Board of Cooperative Educational Services ("BOCES") and the following school district: MALDEN VESD (hereinafter collectively referred to as the "Participating School Districts and individually referred to as a "Participating School District").

RECITALS

WHEREAS, the Participating School Districts are required to provide transportation to their respective students;

WHEREAS, such pupil transportation is provided by each Participating School District at its individual cost and expense;

WHEREAS, the Participating School Districts, together with BOCES, have determined that it would be in their best financial interests to procure pupil transportation services on a cooperative basis;

WHEREAS, the Participating School Districts and BOCES desire to enter into an inter-municipal cooperative agreement pursuant to New York General Municipal Law ("GML") section 119-o for the purpose of seeking proposals for pupil transportation services on behalf of the Participating School Districts; and

WHEREAS, the Participating School Districts and BOCES are ready and willing to enter into an inter-municipal cooperation agreement for such purposes.

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

1. Pursuant to General Municipal Law section 119-o, each Participating School District and BOCES agrees to join together for the purpose of forming a Cooperative (hereinafter

referred to as the "Cooperative") for purposes of securing pupil transportation services in accordance with applicable law.

2. The Participating School Districts hereby authorize the Nassau BOCES to act as "Lead Participant" of the Cooperative for purposes of facilitating and coordinating: (1) the writing and preparation of the transportation specifications for pupil transportation services; (2) receipt of proposals; and (3) providing the place for the opening of sealed proposals.

3. The Participating School Districts and BOCES agree to cooperatively prepare, review and analyze the transportation specifications and proposal submissions received by the Cooperative for pupil transportation services.

4. Each Participating School District/BOCES shall separately advertise the bid/request for proposal in the official newspaper(s) of the School District. In the event that any Participating School District/BOCES shares the same official newspaper(s) with other Participating School District(s), they may collectively advertise in those official newspaper(s) in an effort to reduce the costs of advertising.

5. Each Participating School District/BOCES shall be responsible for awarding and extending the pupil transportation service contract(s) by resolution of its Board at a public meeting.

6. This Agreement shall commence on September 1, 2022 and terminate on June 30, 2023 and may be renewed annually upon the adoption of a resolution by the Board of each Participating School District and the BOCES.

7. The Agreement is to be approved and executed by all Participating School Districts and BOCES and submitted immediately upon execution with the required resolution attached hereto.

8. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

10. The undersigned representatives of the Participating School Districts and BOCES hereby represent and warrant that they have the full legal rights, power and authority to enter into this Agreement on behalf of the respective school districts and bind the same with respect to the obligations and terms contained herein. This Agreement shall not become binding until approved by each Participating School District by resolution at a duly convened public meeting.

11. The undersigned agrees that any route submitted to the Nassau County Consortium will not be bid in any other consortium or bid on your own concurrently.

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

Date: _____

By: _____
PRESIDENT, NASSAU BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES

Date: _____

By: _____
PRESIDENT, BOARD OF EDUCATION
_____ SCHOOL DISTRICT