

INTERMUNICIPAL COOPERATIVE AGREEMENT

THIS INTERMUNICIPAL COOPERATIVE AGREEMENT (the "Agreement") made and entered into as of the ____ day of _____, 2023 by and between the undersigned school districts and the Board of Cooperative Educational Services of Nassau County (hereinafter collectively referred to as the "Participating School Districts and Nassau BOCES").

WITNESSETH:

WHEREAS, the Participating School Districts and Nassau BOCES may be, or are, required to provide Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services to their respective students;

WHEREAS, such Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services are provided by each Participating School District and Nassau BOCES to their respective students at their individual cost and expense;

WHEREAS, the Participating School Districts and Nassau 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 Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services on behalf of the Participating School Districts and Nassau BOCES; and,

WHEREAS, the Participating School Districts and Nassau BOCES have determined that it would facilitate their efforts to identify qualified professionals to provide such services and it would be in their best financial interests to solicit proposals for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services on a cooperative basis.

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

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.
2. Each Participating School District will pay Nassau BOCES an \$850.00 administrative fee for the services set forth herein.
3. The Participating School Districts and Nassau BOCES hereby enter into this Agreement for the benefit of the respective school districts and their taxpayers.
4. Pursuant to General Municipal Law section 119-o, each Participating School District and Nassau BOCES agree to join together for the purpose of forming a Cooperative (hereinafter referred to as the "Cooperative") for purposes of soliciting proposals for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services, to commence in the 2023-2024 school year, in accordance with applicable law.

5. The Participating School Districts hereby authorize Nassau BOCES to act as "Lead Participant" of the Cooperative for purposes of facilitating and coordinating the: (1) writing and preparation of the instructions and specifications for a Request for Proposals for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services ("RFP"); (2) receipt of proposals; (3) provision of a place for the opening of sealed proposals; and (4) reporting of the results to all Participating School Districts.

6. The Participating School Districts agree that the Lead Participant shall prepare, review and analyze the specifications. The Participating School Districts will independently and individually review the proposal submissions received by the Cooperative for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services.

7. Each Participating School District and Nassau BOCES shall be responsible for complying with any and all requirements prescribed by its purchasing policy and implementing regulations to the extent not required herein.

8. Each Participating School District and Nassau BOCES shall be independently responsible for awarding and/or renewing any Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services contract(s) procured for its own students under the RFP in accordance with its terms, by resolution of its respective Board of Education at a duly convened public meeting. Nothing contained in this Agreement shall be construed to require Participating School Districts and/or Nassau BOCES to award such contracts, in whole or in part, pursuant to the RFP authorized by this Agreement. Further, nothing in this Agreement shall be construed to preclude any Participating School District or Nassau BOCES from awarding or renewing any contracts for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services, in whole or in part, procured pursuant to any existing or currently operating cooperatives or by any other means permitted by law.

9. The Agreement is to be approved and executed by each of the Participating School Districts and Nassau BOCES, which shall submit to the Lead Participant their executed Agreement together with a resolution authorizing participation in this Cooperative for Academic Tutoring Services, Related Services and Skilled Nurse Staffing Services on or before March 24, 2023.

10. The Participating School Districts and Nassau BOCES shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

11. Any notices to be given under this Agreement by any party to the other shall be in writing and may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested to the below-listed address. 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 three (3) days after mailing. Notices shall be delivered or mailed to each School District's respective business official at the below-listed addresses.

12. This Agreement shall be governed by the laws of the State of New York. Proper venue for any dispute arising from this Agreement shall be Nassau County. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between any of the Participating School Districts and any officer, employee, servant, agent or independent contractor of any other Participating School District.

14. This Agreement constitutes the complete understanding of the parties. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by all parties.

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

16. The undersigned representatives of the Participating School Districts 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 and Nassau BOCES by resolution at a duly convened public meeting.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have each read and fully understand the foregoing Agreement and further, that they each agree to the terms and conditions contained herein.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY
(Lead Participant)**

By: _____

(Print Name and Title)

Date: _____

Address: _____

[the next pages are the signature pages of the Participating School Districts]

Participating School Districts:

_____ SCHOOL DISTRICT

By: _____

(Print Name and Title)

Date: _____

Address: _____
