

## INTERMUNICIPAL COOPERATIVE AGREEMENT

THIS INTERMUNICIPAL COOPERATIVE AGREEMENT (the "Agreement") made and entered into as of the 23 day of January, 2020, by and between the undersigned school districts (hereinafter collectively referred to as the "Participating School Districts").

### WITNESSETH

WHEREAS, the Participating School Districts may be, or are, required to provide Special Education Related Services to their respective students;

WHEREAS, such Special Education Related Services are provided by each Participating School District to its students at its individual cost and expense;

WHEREAS, the Participating School Districts 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 Special Education Related Services on behalf of the Participating School Districts; and,

WHEREAS, the Participating School Districts 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 Special Education Related 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. The Participating School Districts hereby enter into this Agreement for the benefit of the respective school districts and their taxpayers.
3. Pursuant to General Municipal Law section 119-o, each Participating School District agrees to join together for the purpose of forming a Cooperative (hereinafter referred to as the "Cooperative") for purposes of soliciting proposals for Special Education Related Services, to commence in the 2020-2021 school year, in accordance with applicable law.
4. The Participating School Districts hereby authorize the ROSLYN UNION FREE SCHOOL DISTRICT 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 Special Education Related Services ("RFP") (which shall be shared and reviewed with the Participating Districts for comment and input in advance of the RFP advertisement); (2) receipt of proposals; (3) provision of a place for the opening of sealed proposals; (4) tabulating of said

proposals; (5) reporting of the results to all Participating School Districts; and, (6) making of recommendations concerning the results of the RFP and its review of the proposals, including the acceptance or rejection of any proposal in accordance with the terms of the approved RFP.

5. The Participating School Districts agree that the Lead Participant shall prepare, review and analyze the specifications and proposal submissions received by the Cooperative for Special Education Related Services.

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

7. Each Participating School District shall separately advertise the RFP in the official newspaper(s) of the School District, as applicable. In the event that any Participating School District 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.

8. Each Participating School District shall be independently responsible for awarding and/or renewing any Special Education Related 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 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 from awarding or renewing any contracts for special education related 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, which shall submit to the Lead Participant their executed Agreement together with a resolution authorizing participation in this Cooperative for Special Education Related Services on or before January 31, 2020.

10. The Participating School Districts 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 the 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 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.

**ROSLYN UNION FREE SCHOOL DISTRICT (Lead Participant)**

By: Meryl Waxman Ben-Lewy  
Meryl Waxman Ben-Lewy, President Board of Education  
(Print Name and Title)

Date: January 23, 2020

Address: 300 Harbor Hill Rd  
Roslyn, New York 11576

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

**LYNBROOK UNION FREE SCHOOL DISTRICT**

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

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**MALVERNE UNION FREE SCHOOL DISTRICT**

By: Danielle Hopkins

Danielle Hopkins  
(Print Name and Title)

Date: 2/11/2020

Address: 301 Wickus Lane

Malverne, NY 11575

**MANHASSET UNION FREE SCHOOL DISTRICT**

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

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Address: \_\_\_\_\_