

INTERMUNICIPAL COOPERATION AGREEMENT

FOR THE ESTABLISHMENT OF COOPERATIVE PURCHASING

The parties to this AGREEMENT are the St. Lawrence-Lewis Board of Cooperative Educational Services (“BOCES”), with its principal business address at 40 W. Main Street, P.O. Box 231, Canton, New York, 13617, and County of Franklin, with its principal business address at 355 West Main St., Malone, NY 12953, (collectively, the “PARTIES”).

RECITALS

WHEREAS, the BOCES, as a duly constituted Board of Cooperative Educational Services, is established and defined as a municipal corporation under Education Law §1950 and by and of the State of New York;

WHEREAS, Franklin County is defined as a municipal under Section 119-n of the New York State General Municipal Law;

WHEREAS, New York State General Municipal Law, Article 5-G authorizes BOCES and the County each to enter into an intermunicipal cooperation agreement (“AGREEMENT”) to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, BOCES and the Franklin County have undertaken a reasonable review of the cost of engaging in a cooperative purchasing arrangement and agree that such an arrangement under Article 5-G of the General Municipal Law will realize a cost savings for both entities regarding the acquisition of certain goods, fuels, and products.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, and other good and valuable consideration, receipt of which is acknowledged by both PARTIES, it is agreed as follows:

1. TERM:

The term of this AGREEMENT shall begin on March 1, 2018, and shall extend for one year through and including February 28, 2019. Unless terminated by either party in accordance with Paragraph 9, herein, this agreement shall automatically renew for successive annual terms. Renewals shall include February 29th in the case of a leap year.

2. COOPERATIVE BIDDING:

- a. At all times, both the BOCES and the County will comply with the competitive bidding requirements of General Municipal Law when purchasing products and supplies. To the extent that either BOCES or the County may have additional requirements pursuant to other provisions of state or local law which are separately applicable, and/or their own purchasing or procurement policies, each entity shall be separately responsible, at its own cost and expense, to ensure full

and complete compliance with any additional requirement applicable only to BOCES or the County.

- b. Notwithstanding the above, the respective PARTIES' Purchasing Departments hereto have agreed to seek joint bids on any new contracts for supplies or goods to the greatest extent possible for the duration of this AGREEMENT.
- c. When seeking bids hereunder, the party advertising the bid shall specify that the other party shall, separately, have the right to purchase thereunder. Each party shall separately be responsible for executing a contract with the successful vendor and for paying the vendor directly including any additional shipping or delivery costs to other locations not specified in the bid. The advertising party shall bear the full costs of the publication and circulation of each joint bid at its own costs and expense, unless by prior agreement the PARTIES have agreed to share such costs and expenses. To the greatest extent practicable, the PARTIES will strive to equalize the advertising costs of bids among the PARTIES by alternating advertising for joint bids where there is no other agreement to share such costs.
- d. To the extent practicable, the entities hereto shall confer to ascertain the minimum quantities needed of an item or product which shall be specified in lots in the bid specifications, however, no party shall be obligated to purchase any items or products under any bid let or awarded by the other party.
- e. In the event a bid or bidder is disqualified by one party for any reason (including, *inter alia*, debarment, prohibited/statutory conflict of interest, prevailing wage violations), it is agreed that neither party shall purchase from the disqualified bidder or vendor for the purposes of that bid only. Further, each party disqualifying the bid/bidder or vendor shall defend any such determination disqualifying a bid/bidder or vendor at its own cost and expense, including any court proceedings brought regarding the same.
- f. The advertising party, or either party to a joint advertisement, reserves the right to reject any or all bids. In the event a bid or bids are rejected, the other party shall not purchase thereunder.
- g. Both the County and BOCES are tax exempt under both state and federal law and, as such, taxes shall not be included in any contract or bid price. Tax exempt certificates shall be provided promptly upon a successful bidder's request.

3. COOPERATIVE PURCHASING:

- a. The intent of this AGREEMENT is to provide for cost savings and efficiencies in the acquisition of certain goods, fuels, and supplies. It is realized that items or supplies sought by one entity may not be useful or needed by the other or that more recent bids may still be in force, and as such, there is no requirement hereunder that every bid sought by one party or the other be jointly let.
- b. Notwithstanding the previous paragraph, it is the PARTIES intent by and through their ratification of this AGREEMENT to coordinate purchasing, to the greatest

extent practicable, and to spread economies of scale attendant to larger quantity, recurring purchases between the PARTIES.

- c. To the extent practicable, and should current or future vendors agree thereto, each party shall consent to allow the other party to directly purchase off of competitively let, current bid awards now in force, or from separately let and awarded bids in the future, upon identical terms as may apply to the party awarding the bid (any additional transportation and delivery costs are to be borne by the purchasing party). In this event, each party shall contract directly with the other party's vendor.

4. ***FEES:** *(optional)*

When the PARTIES enter into a joint bid under this agreement, or a bid is let by BOCES which the County is permitted to join, the costs to the County shall be in an amount of \$0 payable to the BOCES within thirty (30) days of the awarding of the bid.

**Applicable fees, if any will be waived. Any future fees may be offset through reciprocal agreements whereby the _____ provides the BOCES access to mutually beneficial bids. No fees will be imposed without prior agreement.*

5. **HOLD HARMLESS:**

Each party hereunder shall hold the other harmless regarding the preparation of bid specifications, advertisement and awarding bids hereunder. Each party further releases the other party from liability for any damages sustained by any other person claiming by or through the County or BOCES due to the County's or BOCES' performance under this AGREEMENT.

6. **RATIFICATION:**

Both PARTIES acknowledge this AGREEMENT is subject to approval and ratification by the County Board of Legislature and the BOCES Board of Education on behalf of the County and BOCES, respectively, and, further, the PARTIES will put this AGREEMENT before each of their respective bodies for ratification at the next meeting following the signing of this agreement.

7. **NON-ASSIGNMENT:**

This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.

8. **DISPUTE RESOLUTION:**

In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution.

Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph nine (9) of this AGREEMENT.

9. TERMINATIONS:

Both PARTIES reserve the right to terminate this AGREEMENT upon providing sixty (60) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph eight (8) of this AGREEMENT.

10. NOTICES:

Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

- (a) **To: County of Franklin:**
County Manager's Office
355 W. Main St, Suite 456
Malone, NY 12953

- (b) **To BOCES:**
Attn: District Superintendent
40 W. Main Street
P.O. Box 231
Canton, New York 13617.

11. GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the State of New York. Each party shall perform, at all times, under this AGREEMENT in accordance with all applicable provisions of all federal, state and local laws, rules and regulations applicable hereto.

12. HEADINGS:

Headings of titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

13. FULL AGREEMENT:

This AGREEMENT constitutes the full agreement between the PARTIES and, therefore, the PARTIES agree that this AGREEMENT supersedes any other understanding, writing, or agreement between or among the PARTIES. This Agreement may not be amended or modified by either party except by a written agreement signed by both PARTIES and ratified by their respective governing bodies in the same manner as this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the ____ day of _____, 20__.

Donna Kujan
County Manager
3/5/18
Date

[Signature]
County Attorney
3/7/18
Date

Duly approved by the Franklin County Legislature via Resolution 54 dated 3/1/18 attached herein.

BOCES District Superintendent

Date

CERTIFICATION BY BOCES BOARD CLERK

I, _____, Clerk of the St. Lawrence-Lewis BOCES Board of Education do certify that an AGREEMENT for cooperative bidding and purchasing between the St. Lawrence-Lewis BOCES and _____ was duly approved by the St. Lawrence-Lewis BOCES Board of Education on _____.

SIGNATURE OF BOCES BOARD CLERK

Date

RESOLUTION NO. 54

Offered by Administrative Committee
Relating to Authorization to Enter Into a Cooperative Purchasing Agreement With St. Lawrence-Lewis Board of Cooperative Educational Services (BOCES)

WHEREAS: The County Manager has advised the Administrative Committee that she wishes to enter into a cooperative purchasing agreement with St. Lawrence-Lewis Board of Cooperative Educational Services (BOCES) to allow Franklin County the opportunity for shared services to increase efficiency, and allow for potential cost savings due to group purchasing; NOW, THEREFORE, BE IT

RESOLVED: That the County Manager, upon review of individual competitive bid opportunities that BOCES as lead agency shall make available to the County, is hereby authorized to enter into cooperative bids as is deemed to be in the best interest of the County.

STATE OF NEW YORK

SS

COUNTY OF FRANKLIN

This is to certify that I, Gloria J. Valone, the undersigned Clerk of the Franklin County Legislature, have compared the foregoing copy of the resolution with the original on file in this office and which was adopted by the said Franklin County Legislature on the 1st day of March, 2018 and that the same is a correct and true transcript of the original resolution and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Franklin County Legislature this 1st day of March, 2018.


Clerk of the Franklin County Legislature