



## **INTERMUNICIPAL COOPERATION AGREEMENT REGARDING THE PROVISION OF FOOD SERVICES**

**THIS AGREEMENT** is made this 27 day of October 2015 by and between the Kenmore-Town of Tonawanda Union Free School District ("Ken-Ton") and the Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), collectively referred to as "parties", both being municipal corporations as defined by section 119-n(a) of the General Municipal Law of New York.

### **WITNESSETH:**

**WHEREAS**, this Agreement is made pursuant to General Municipal Law Article 5-G; and

**WHEREAS**, Ken-Ton is capable of providing high quality food service within its District; and

**WHEREAS**, Erie 1 BOCES' Twilight Program offers programming at the Kenton Career and Technical Center in afternoons and evenings, at which Erie 1 BOCES wishes to make available prepared meals for its participants; and

**WHEREAS**, Ken-Ton has determined that it has the capability and desire to prepare additional meals for the use of Erie 1 BOCES' Twilight Program; and

**WHEREAS**, Ken-Ton and Erie 1 BOCES jointly desire to enter into an agreement whereby Ken-Ton would provide food services to the Erie 1 BOCES' Twilight Program for the 2015- 2016 school year; and

**NOW, THEREFORE**, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. **DESCRIPTION OF SERVICES.** Ken-Ton shall provide the Erie 1 BOCES Twilight Program with food service according to the following terms:

- a. Ken-Ton shall provide Supper meal service three days per week (Tuesday, Wednesday and Friday) that follow the National School Lunch Program meal pattern for high school portions in the amount of meals called in by Erie 1 BOCES' designated representative as set forth below.
- b. Erie 1 BOCES' designated representative shall call in all meal counts to Ken-Ton's Cook Manager at Kenmore West High School at (716) 874-8401 ext. 21550 by 12:00 p.m. on the day prior to the day on which such meals are needed.
- c. Erie 1 BOCES' designated representative shall pick up the prepared meals by 2:00 p.m. on the day such meals are needed at Kenmore West High School, 33 Highland Parkway, Buffalo, New York 14223.

**Kenmore-Town of Tonawanda Union Free School District**

1500 Colvin Boulevard Kenmore, New York 14223-1196  
(716) 874-8400 Fax (716) 874-8621

2. **PAYMENT.** In consideration for the provision of food service, Erie 1 BOCES shall pay Ken-Ton two dollars and seventy-five cents (\$2.75) per meal. Any meal pick-up that occurs after the 2:00 p.m. shall result in an additional fee of \$100.00. Ken-Ton shall submit an invoice to Erie 1 BOCES on a monthly basis, and Erie 1 BOCES shall submit payment in full for the monthly amount owed no later than the fifteenth (15<sup>th</sup>) day of the next calendar month.

3. **AUTHORIZED AGENTS.** Ken-Ton designates its Food Service Director, Kim A. Roll, as its authorized agent for all communications pursuant to this Agreement and Erie 1 BOCES designates Michael Capuana, Director of the Kenton Career and Technical Center its authorized agent for all communications pursuant to this Agreement. Written notices and the payment of any costs incurred pursuant to this Agreement shall be addressed as follows (or to such other agent/address as may hereafter be designated in writing by either party):

To Ken-Ton School District:  
Kim A. Roll, Food Service Director  
Kenmore-Tonawanda School District  
1500 Colvin Boulevard  
Buffalo, New York 14223

To Erie 1 BOCES:  
Michael Capuana, Director  
Kenton Career and Technical Center  
151 Two Mile Creek Road  
Tonawanda, New York 14150

4. **TERM.** This Agreement shall be in effect from the date of this Agreement until the final day of the 2015 – 2016 school year.

5. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Such written notice shall be sent to the designated agent for each party as set forth in Section 3.

6. **RENEWAL.** Erie 1 BOCES shall request in writing its desire for future services beyond the 2015 – 2016 school year by April 30, 2015. Nothing in this provision shall require Ken-Ton to provide food service beyond the term of this Agreement.

7. **LEGAL COMPLIANCE.** While performing under the terms of this Agreement, the parties and each of their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.

8. **INDEMNIFICATION.** The parties agree that Erie 1 BOCES shall indemnify and hold harmless Ken-Ton against any and all claims brought against Ken-Ton related to or arising out of Erie 1 BOCES' provision of food services, whether alleged to be negligent, intentional, reckless, or otherwise.

9. **DISPUTE RESOLUTION.** The parties shall first attempt to resolve any dispute that may arise as a result of this Agreement by discussion between the authorized agents. In the event the parties are unable to resolve the dispute by this discussion, the parties shall attempt to resolve the dispute by discussion between the presidents of each party's board of education.



Both parties shall be barred from taking any legal action prior to the fulfillment of these dispute resolution procedures.

**10. PROHIBITION AGAINST ASSIGNMENT.** Neither party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest in this Agreement, to any other person without the previous written consent of the other party.

**11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.


**12. APPLICABLE LAW.** This Agreement is governed by the laws of the State of New York.

**13. SEVERABILITY.** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

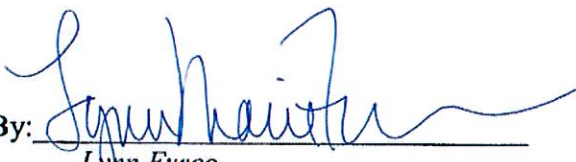
**14. BOARD APPROVAL.** This Agreement is subject to the approval of each party's Board of Education.

**IN WITNESS WHEREOF,** the parties hereto have caused this Intermunicipal Cooperation Agreement to be duly executed as of the day and year first above written.

**KENMORE-TOWN OF TONAWANDA  
UNION FREE SCHOOL DISTRICT**

By:   
Dawn Mirand  
Superintendent of Schools

**ERIE 1 BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES**

By:   
Lynn Fusco  
District Superintendent