



TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES
SUBJECT : LEGAL SERVICES COOPERATIVE AGREEMENT
DATE : APRIL 18, 2017
TYPE : ACTION NEEDED

Attached is the Legal Services Cooperative Agreement for July 1, 2017 through June 30, 2018. Education Service District 189 administers this agreement. The Stanwood-Camano School District has been a member of the legal cooperative for at least the past 14 years. The cost of the agreement last year was \$20,450. The estimated cost of the agreement for next year is \$20,750. In past years, the average hourly cost using this retainer format results in a significantly lower cost per hour than can be obtained by other means.

Recommendation:

We recommend the board **move to approve the ESD 189 Legal Services Cooperative Agreement for FY 2017-18.**

2017-18 COOPERATIVE AGREEMENT

NORTHWEST ESD 189 LEGAL SERVICES COOPERATIVE

I. INTRODUCTION

WHEREAS, RCW 39.34 and RCW 28A.320.080 together authorize the local school districts within the State of Washington to join together to form cooperatives for the purpose of providing services for the participating school districts;

WHEREAS, RCW 28A.310.180 directs educational service districts to establish cooperative service programs for school districts within their service area which will hopefully economize for the local school districts by providing services that would otherwise be more expensive if the cooperative were not formed or which will provide services that could not otherwise be efficiently acquired including services provided directly to their students;

WHEREAS, several local school district superintendents and their Boards of Directors within the Northwest Educational Service District 189 (hereinafter referred to as NWESD) service area have also determined that legal services are necessary to the support of administration and have requested NWESD to form a Legal Services Cooperative to help provide this support; and,

WHEREAS, the Board of Directors and Superintendent of NWESD have agreed to coordinate and operate a Legal Services Cooperative;

NOW THEREFORE, a Legal Services Cooperative is hereby created by and between NWESD and various school districts (the signatory school district to this Agreement is hereinafter referred to as District) according to the below described terms and conditions.

II. NAME/PURPOSE

This Cooperative will be known as the NWESD Legal Services Cooperative (hereinafter referred to as Cooperative). The purpose of the Cooperative is to provide technical assistance and training to employees of member districts in the area of legal matters.

III. MEMBERSHIP

Membership in the Cooperative will be limited to school districts located within the boundaries of NWESD. All membership applications require submission of two appropriately completed copies of this Agreement, signed by the local school district Superintendent.

IV. TERM OF AGREEMENT

This Agreement will last from the 1st day of July 2017 for one year until the 30th day of June 2018.

V. FINANCE/BUDGET MAINTENANCE

It is the desire of the members to have NWESD operate and supervise the Cooperative. To this extent, NWESD will incorporate in its General Fund Budget the dollars required to operate this Cooperative, will account for the expenditures of this budget as all other expenditures in the General Fund are accounted, including establishment of the internal controls necessary to protect the funds of this Cooperative, and will collect the monies from the members of this Cooperative and spend said monies for the operation of the Cooperative as allowed for by this Agreement.

Each member district is expected to pay a membership fee as established by the Advisory Board of the Cooperative.

Fee for 2017-18: \$20,750.00 for Stanwood-Camano School District

Payment shall be due September 1, 2017 unless other arrangements are approved in advance by the NWESD Superintendent. Any member district within the Cooperative may participate in the Cooperative activities at the established fee.

VI. DUTIES OF DISTRICT

In accordance with this Agreement, the District may:

- A. Allow District personnel to attend out-of-district inservice programs.
- B. Provide in-kind services such as copying, secretarial time when consultant is in District, use of telephone, etc.
- C. Pay necessary membership assessments to NWESD. Delinquent accounts may be assessed an interest charge of one percent (1%) per month. The basic fee for Cooperative membership shall be \$12,200.00. In addition, the member districts shall pay a size factor equal to \$1.90 per full time equivalent student based on October 2016 enrollment.

In accordance with this Agreement, the District shall:

- A. Designate who may contact the attorney for advice.
- B. Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- C. Not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

VII. DUTIES OF NORTHWEST ESD

In accordance with this Agreement, NWESD shall:

- A. Retain a law firm and contact attorney whose responsibilities will be to provide legal services and implement Cooperative activities each year. The contact attorney's time will be made available on an equitable basis.
- B. The law firm retained will provide the following legal services to member districts:
 - 1. Unlimited access by phone for consultation on legal questions or issues with written follow up if requested. All of the attorneys of the Firm that practice school law will be available for phone consultation, with primary contact attorney being David T. Hokit. Every attempt will be made to return phone messages from Member School Districts by the next business day.
 - 2. Response to written questions in the form of opinion or advice letters.
 - 3. Representation/services in addition to those delineated in this Agreement at a rate of one hundred ninety-five dollars (\$195) per hour, through Firm billings directly to the member district.
 - 4. Analysis of new or proposed legislation and the probable effect on member school district operations, as requested.
 - 5. Analysis of new or proposed regulations of public agencies and the anticipated effect on member school district operations, as requested.
 - 6. Inservice assistance to member school district administrative staff on legal issues and problems (as requested by school district superintendents on a schedule not to exceed two (2) per district during the Agreement year).
 - 7. Appearance at school board sessions when requested by the district superintendent.
 - 8. Review of local procedures, policies, and forms.
- C. Act as overall Administrator for Cooperative with all the rights and responsibilities designated therein.
- D. Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
- E. Keep on deposit with the designated County Treasurer, all funds attributable to Cooperative which have not been used to operate Cooperative. (No separate fund will be established, but a separate accounting of these funds will be maintained.)
- F. Any legal services involving Board/Superintendent conflict are excluded from Cooperative.

VIII. TERMINATION

Participation in this Cooperative is on a one-year basis and will be renewed each year by the NWESD offering a contract and District signing said contract. The contract is subject to review and revision at the end of the year.

IX. DISTRIBUTION OF ASSETS ON TERMINATION

Since NWESD is designated Administrator of this Cooperative and since NWESD will have title to all equipment acquired through this Cooperative, and, also, since NWESD is operating other Cooperatives for the various school districts within their service area for other various purposes, if this Cooperative dissolves, the title to all remaining equipment and assets from the Cooperative will remain with NWESD to be used for NWESD purposes.

If any District decides to discontinue participation in the Cooperative, no assets will be distributed to said departing District on such termination.

X. SUSPENSION/DEBARMENT ASSURANCE

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals" for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

XII. DISPUTE RESOLUTION

Disputes shall be resolved by a three-member committee. The NWESD and the Advisory Board shall each select one (1) representative. Thereafter, the NWESD's representative and the Advisory Board's representative shall select an impartial third party who shall serve as the third member of the Committee. The decisions of the Committee shall be limited to the parameters established by this Agreement and shall be binding on the parties.

XIII. ASSIGNMENT/WAIVER/SEVERABILITY/HEADINGS

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto.

No provision of this Agreement or right to receive reasonable performance or any act called for by its terms shall be deemed waived by breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this extent, the terms and conditions of this Agreement are declared severable.

The headings of each of these sections are provided only to guide the reader and shall not be used to change the meaning of the content of any of said sections.

By signing this Agreement, the parties acknowledge that they have read and understood this Agreement, including any supplements or attachments thereto and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, theretofore related to the subject matter of this Agreement.

Northwest Educational Service District Stanwood-Camano School District
189

By: _____
Signature

By: _____
Signature

Title: Superintendent

Title: _____

Date: _____

Date: _____