



# Northwest Educational Service District 189

*Together We Can*

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## Northwest Educational Service District 189 (NWESD) Snohomish County Public Schools Information Cooperative Interlocal Cooperative Agreement

This Agreement shall take effect the 1<sup>st</sup> day of September, 2008, entered into between Northwest Educational Service District 189 (NWESD), Skagit County, Washington, and local school districts within Snohomish County, Washington (participating district).

### I. INTRODUCTION

**WHEREAS**, 39.34 RCW and 28A.320.080 RCW together authorize local school districts to join together to form cooperatives for the purpose of making joint purchases and operating joint programs which will economize for the participating school districts;

**WHEREAS**, 28A.310.180 RCW directs educational service districts to establish cooperative service programs for school districts within said educational service district boundaries which will hopefully economize for the participating local school districts; and,

**WHEREAS**, several local school district superintendents from within the boundaries of the NWESD service area have reviewed the proposed public relations consortium and have requested NWESD to form a cooperative.

**NOW THEREFORE**, a Snohomish County Schools Information Cooperative is hereby created according to the terms and conditions contained within this Agreement.

### II. PURPOSE OF AGREEMENT

The general purpose of the Agreement is the formation of a cooperative to provide a program for school public information and public relations to help improve the communications program and services of the Snohomish County School Districts. This cooperative will be known as the Snohomish County Public Schools Information Cooperative.

### III. GENERAL PROVISIONS OF THE AGREEMENT

1. The effective date for the beginning of this Agreement shall be September 1, 2008.
2. This Agreement is initially for the 2008-09 school year and shall continue each year thereafter, unless terminated by written agreement of the parties. A district intending to withdraw from the Cooperative must provide written notice of such action by April 15 of the year preceding the year of intended termination.

#### **IV. MEMBERSHIP**

Membership in the Cooperative will be limited to school districts within the boundaries of NWESD. All membership applications require submission of two (2) appropriately executed originals of this Agreement, signed by the local school district superintendent.

#### **V. TERM OF AGREEMENT**

This Agreement will last from the 1<sup>st</sup> day of September 2008 until the 31<sup>st</sup> day of August 2009, and automatically renew for successive year(s), unless the termination and/or withdrawal provisions of Article III are followed.

#### **VI. FINANCE/BUDGET MAINTENANCE**

The participating districts will fully reimburse the NWESD for all costs related to this Cooperative's activities, including nine percent (9%) indirect administrative charges. To this extent, NWESD will incorporate in its General Fund Budget the dollars required to operate this Cooperative, will account for the expenditures 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.

It is recognized that the entire cost of this Cooperative will be supportable by the fees paid by the members. Each member of the Cooperative is expected to pay fifteen (15) cents per FTE based on the October FTE enrollment data for the prior school year (e.g., 2007 for 2008/09; 2008 for 2009/10, 2009 for 2010/11). Payment shall be due by November 1 of each year. The NWESD Superintendent will rely on the majority of the Executive Board (see Section VII) for guidance of appropriate Cooperative activities and expenditures, but will review and approve activities and expenses to assure for legal and budgetary compliance.

#### **VII. EXECUTIVE BOARD**

An Executive Board consisting of one (1) designated public information representative from each member district is hereby created. The purpose of this Board is to monitor the performance of this Agreement, determine the activities of the Cooperative, and approve any disbursement of funds. The Board shall be chaired by the member from the district of the current Snohomish County Superintendents' Association Chair, or his/her designee. However, Cooperative activities recommended by the Executive Committee must receive prior approval by the NWESD Superintendent before any funds are encumbered (see Section VI).

Decisions of the Executive Board will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined as at least one third (33%) of Executive Board members, providing all members received advance notice of the Executive Board meeting. The Executive Board shall be responsible for keeping the participating district superintendents and the NWESD Superintendent informed of planned and executed activities. This will minimally be accomplished through distribution of a written annual work plan and any necessary updates.

### **VIII. DUTIES OF PARTICIPATING DISTRICTS**

In accordance with this Agreement:

- 1) Select a representative to the Executive Board.
- 2) Pay necessary membership assessments to NWESD (see Section VI). Delinquent accounts may be assessed an interest charge of 1 (one) percent per month.
- 3) Determine present programs and help plan for future directions.

### **IX. DUTIES OF NWESD**

In accordance with this Agreement:

- 1) Collect membership and other fees from the participating districts.
- 2) Maintain adequate records for the accounting of the costs of this Cooperative including the payment of bills of the Cooperative and auditing of those bills.
- 3) Keep on deposit with the county treasurer all funds attributable to this Cooperative that have not been used to operate the Cooperative. (No separate fund will be established, but a separate accounting of these funds will be accomplished.)

### **X. ASSIGNMENT**

This Agreement may not be assigned by either party without written consent of the parties.

### **XI. WAIVER AND SEVERABILITY**

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a 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 the Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of the Agreement are declared severable.

### **XII. NONDISCRIMINATION**

No person shall, on the grounds of race, creed, color, national origin, gender, marital status or the presence of any sensory, mental or physical handicaps, be excluded from participation in or be denied the benefit of, or otherwise be subjected to discrimination with regard to any activity pursuant to this Agreement.

### **XIII. TERMINATION**

Participation in this Cooperative is on a one (1) year basis, and will be automatically renewed each year. However, subsequent year participation will be assumed unless the District provides notice of its intent not to participate, pursuant to Article III.

### **XIV. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION**

Upon termination of this Agreement there will be no redistribution of assets acquired by any local school district or the NWESD under the terms of this Agreement. If any participating district decides to discontinue Cooperative membership, no assets will be distributed on such termination.

### **XV. DISPUTE RESOLUTION**

Disputes shall be resolved by a three-member committee. The NWESD and the Executive 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.

### **XVI. SUSPENSION/DEBARMENT ASSURANCES**

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.

## **XVII. AGREEMENT**

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments, and agree 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, related to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement and no oral understanding or agreements not incorporated herein shall be binding unless made in writing and signed by the NWESD and all of the participating districts. Further, the parties indicate they have the legal authority to obligate their respective entity to the terms and conditions contained herein.