

RESOLUTION NO. 933

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH NORTHWEST EDUCATIONAL SERVICE DISTRICT 189 FOR THE SNOHOMISH DISCOVERY COOPERATIVE

WHEREAS, each of the Parties is a duly constituted public agency organized and existing under and by virtue of the laws of the State of Washington; and

WHEREAS, RCW 28A.310.180, RCW 39.34, and Substitute House Bill 1211 authorize school districts and educational service districts to enter into cooperative agreements to engage in various activities, including the provision of special education services; and

WHEREAS, the Northwest Educational Service District No. 189 provides cooperative special education services such as the Snohomish Discovery Cooperative to avoid unnecessary duplication of expensive programs and Everett School District wishes to avail itself of these services; and

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

That a joint purchasing agency by and between Everett School District No. 2 and Northwest Educational Services District No. 189 be formed as an interlocal cooperative.

This Agreement shall allow the purchase or acquisition of goods and services by each Party directly from a third party vendor if a provision has been made in the lead agency's contract with that third party vendor that permits other agencies to avail themselves of the goods and services offered under the contract.

This Agreement shall remain in force until terminated by Everett School District on or before March 15 of the year preceding the year of intended termination.

The Superintendent or designee of Everett School District No. 2 is hereby designated as representative to the joint purchasing agency and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

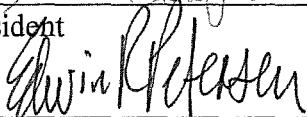
The resultant agreements, executed in two parts by Everett School District and Northwest Educational Service District No. 189, shall together form the Interlocal Agreement.

Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at its regular meeting January 27, 2009.

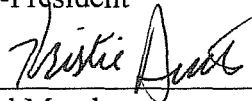
Everett School District No. 2




President




Vice-President



Board Member




Board Member



Board Member

ATTEST:



Secretary to the Board

SNOHOMISH DISCOVERY COOPERATIVE INTERLOCAL COOPERATIVE AGREEMENT – (PER STUDENT SLOT MODEL)

I. INTRODUCTION

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of disabled students;

WHEREAS, cooperative student enrollments provide a more efficient and economical basis for managing and implementing special education programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (herein also referred to as "NWESD") has historically provided special education services on a cooperative basis;

WHEREAS, various school districts (hereinafter referred to as "Districts") in Washington have requested that NWESD provide special education services for their students; and,

WHEREAS, RCW 39.34 and RCW 28A.310.180, and Substitute House Bill 1211 adopted by the 1993 Washington Legislature, authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative special education services.

NOW THEREFORE, a cooperative is hereby created wherein NWESD will provide special education services to the Districts which are signatories to this Agreement, according to the terms and conditions contained herein.

II. NAME/PURPOSE

The name given to this cooperative is Snohomish Discovery. The general purpose of this Agreement is the formation of a cooperative to provide special education programs and services to disabled students with severe behavior disorders of the Districts as authorized by the aforementioned statutes and/ or other applicable laws.

III. MEMBERSHIP

Membership in this cooperative requires all members to sign this Interlocal Agreement. "District" shall hereafter refer to districts that have signed the Interlocal Agreement for the current program year and agree to be financially responsible as a cooperative member for the program costs.

V. FINANCING/COSTS/RATES

The students served by this program are residents of their respective District, and accordingly, it is acknowledged that each District retains the responsibility to provide an appropriate public education for them. Each District participating in this cooperative commits to pay to NWESD an amount sufficient to reimburse NWESD the total cost of operating this cooperative for the students it sends. This will be done in the following fashion:

- A. By May 1, 2008, and every May 1 thereafter for following program years, Districts will be asked to identify those students they intend to send to this program the next fall. The program budget

will be developed based on this information and will include indirect costs. Such budget will annually be submitted to the Advisory Council.

- B. Districts with students placed in the program will be billed a per-student amount to cover basic program costs, based on the purchase of a number of FTE slots. The per-slot amount is initially estimated to be \$53,500 per FTE for the 2008/09 program year, or \$297 per day, based on a total of nineteen (19) slots. Upon signing this contract, each District agrees to purchase the number of slots listed on Appendix A and agrees to pay the listed amount per slot, whether used or not. At the end of the program year, the estimated per-slot cost will be compared to actual costs, and any difference will be billed or credited as appropriate. Any individual District may choose to release slot(s) to other district(s), thereby relieving themselves of the associated financial obligation.
- C. In the event participation in the program is significantly below projections as identified in paragraph A above, the Advisory Council will be convened by November 15 to consider modifying the steps outlined in paragraph B above.

V. ADVISORY COUNCIL

An Advisory Council consisting of the superintendent of each participating District, or his/her designee, is hereby created. The purpose of such Council is to monitor the performance of this Agreement, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Section IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined those representatives attending an Advisory Council meeting, providing adequate prior notice was provided to each District superintendent.

VI. RIGHTS AND OBLIGATIONS OF NWESD

In accordance with this Agreement, NWESD shall:

- A. Operate a self-contained special education program for disabled students who manifest severe behavior disorders.
- B. Recruit, employ, and supervise staff required to adequately operate the program. All staff for the cooperative shall be employed by NWESD and shall be subject to the policies and rules and regulations of the Board of Directors of NWESD.
- C. Contract for staff each year according to the total number of students participating Districts have identified the prior spring, as identified in Section IV.A. When the number of students enrolled in the program exceeds the level that can be reasonably accommodated by existing staff, additional staff may be hired as necessary.
- D. Contract or subcontract with any person or entity to provide services needed to operate the cooperative program.
- E. Develop consistent procedures for students entering into and exiting from the cooperative program.

- F. Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs.
- G. Coordinate transportation, related services, and emergency services as needed. Related services for students are to be based upon IEP-designated needs. These services will be provided and paid for by each student's resident District, unless it has been determined by the IEP committee that it would be more appropriate to offer these services as part of the Discovery program. In this event, services will be billed as additional costs to the resident District(s) of student(s) receiving the related service(s). Student-specific services (e.g., 1:1 instructional aides, OT, PT, SLP, and other services) that are provided by the cooperative program will be billed to the resident District of the student, unless otherwise agreed in writing.
- H. Coordinate program and resident District personnel in accomplishing assessments, IEPs (to include resident District participation), and a full continuum of services for students.
- I. Provide shuttle transportation during the school day between identified learning centers.

VII. RIGHTS AND OBLIGATIONS OF THE DISTRICTS

Each participating District acknowledges that by entering into this Interdistrict Cooperative Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without the consent of NWESD and any other party to this Agreement who would thereby suffer financially. In the event of such unilateral termination without consent, the terminating party agrees to indemnify all other parties from any financial loss that results from such termination.

Additionally:

- A. The District acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 105-17 impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services for the special education program being conducted by the resident District for the students within the District who otherwise qualify for such special education services. The resident District shall retain the responsibility and/or agrees to:

1. assure their particular students are receiving an appropriate education;
 2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 105-17 (IDEA); and,
 3. incorporate Chapter 392-172A WAC and Public Law 105-17 (IDEA) required policies.
- B. The District waives any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
 - C. The District will 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 (Carol Browder at the time of approval). This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

- D. The District agrees to allow NWESD to claim state reimbursement for shuttle transportation services in the event these services are provided by NWESD.
- E. The District shall be responsible for pupil transportation to and from school.

VIII. DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved in the following fashion:

- A. if the dispute is between participating districts, then the disputing parties will present their arguments first to the Director of Special Programs and Services of NWESD to make a determination. If need be, it may then be referred to the Superintendent of NWESD.
- B. If the dispute is between a participating District(s) and NWESD, then the participating Districts will appoint someone to represent them, NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. This panel's decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

IX. SUSPENSION AND DISBARMENT

The parties to the 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

X. TERMS OF AGREEMENT/TERMINATION

For any individual District, this Agreement begins with the 2008/09 school year and shall be automatically renewed each year unless written notice of termination is provided to the NWESD Superintendent on or before March 15 of the year preceding the year of intended termination.

The Advisory Council can vote, by a majority of a quorum (defined in Section V), to discontinue operating the cooperative program, with said discontinuance to be effective August 31 of the year of the decision; however, no termination decision can be made later than April 1 before the date of

termination.

XI. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

All assets acquired by NWESD and placed in service for the cooperative during this Agreement shall remain the property of NWESD. Any asset acquired by a resident District and used in the program, because a program component is situated within the resident district, will remain the property of the individual District.

XII. ASSIGNMENT/WAIVER/SEVERABILITY

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

No provision of this Agreement, or the right to receive reasonable performance or 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 this Agreement that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIII. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

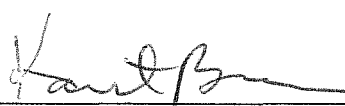
By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement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

By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or he/she has been given authority by such Board to enter into this Agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

 2/20/09
Superintendent Date

Northwest Educational Service District 189

Skagit County, Washington

 1/27/09
Superintendent Date

Everett

School District

Snohomish County, Washington

APPENDIX A

Attachment for Snohomish Discovery Interlocal Agreement

Slots with projected cost per slot for 2008/09 program year:

Districts	Number of Slots	Estimated Cost per Slot	Total for 2008/2009
Edmonds	1	\$ 53,500	\$ 53,500
Everett	3	\$ 53,500	\$ 160,500
Granite Falls	2	\$ 53,500	\$ 107,000
Lake Stevens	2	\$ 53,500	\$ 107,000
Marysville	2	\$ 53,500	\$ 107,000
Monroe	2	\$ 53,500	\$ 107,000
Mukilteo	4	\$ 53,500	\$ 214,000
Northshore	3	\$ 53,500	\$ 160,500
19	TOTAL		\$ 1,016,500