

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

I. Identification

It is hereby agreed by and between NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189 (District) and CURRAN LAW FIRM P.S. (Firm) that the Firm will provide legal services as outlined below to Arlington, Darrington, Lakewood, Nooksack Valley, and Stanwood-Camano School Districts (Member School Districts). The Member School Districts have executed cooperative agreements with the District.

The term of this Agreement is from July 1, 2016, through June 30, 2017 (Contract Year). This Agreement is renewable at the parties' option.

II. Hours

The Firm is responsible for the performance of services identified in section IV below to Member School Districts during the Contract Year as needed. It is anticipated that the time to be devoted to this Agreement by the Firm will be approximately eight hours per week.

III. Retainer Fee

The District agrees to pay the Firm Eighty Thousand Five Hundred Dollars (\$80,000) as a retainer fee, one-twelfth (1/12) thereof being payable each month on the first work day of each month following the effective date of this Agreement.

IV. Services

The retainer fee is for answering questions and drafting correspondence and opinions related to legal problems that might arise during the Contract Year and for representation, specifically:

- A. 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 the 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.
- B. response to written questions in the form of opinion or advice letters;
- C. provide analysis of new or proposed legislation and the probable effect on Member School District operations, as requested;
- D. provide analysis of new or proposed regulations of public agencies and the anticipated effect on Member School District operations, as requested;
- E. provide in-service assistance to Member School District administrative staff on legal issues and problems (as requested by school district superintendents on a schedule not to exceed 2 per district during the Contract Year);

- F. appearance at school board sessions when requested by Member School District superintendents;
- G. review of local procedures, policies, and forms.

As part of the services provided pursuant to this section IV, it will not be the duty of the Firm to represent Member School Districts before any hearing officer, judge, administrative judge, panel or commission. Any such representation will be governed by section V.

V. Representation Rate

The Member School Districts will pay to the Firm (in addition to the retainer fee) One Hundred Ninety-five Dollars (\$195) per hour for each hour the Firm renders on behalf of the Member School Districts in preparation for and/or representation and/or defending said Member School District or its officers and employees when so authorized by the superintendent of the Member School District in connection with any litigation or controversy, before any hearing officer, arbitrator, judge, administrative judge, panel or commission. This rate shall also apply to all work done for a Member School District which is not covered by the retainer fee because such work is beyond the scope of the Services described in section IV. Payment under this section will be made by the Member School District through appropriate firm billings directly to the Member School District. The Firm will bill Member School Districts monthly for such representation work.

VI. Termination Clause

Should either party desire to terminate this Agreement, the moving party will notify the other party in writing of the intention to terminate this Agreement at least forty-five (45) calendar days before the proposed termination date. The Firm will be paid for that portion of the Agreement completed by the termination date. Any pending matters not completed upon termination or expiration of this Agreement will be handled by the Firm unless mutually agreed to otherwise.

VII. Effective Date


This Agreement is made and is effective this 12 day of May, 2016, by the Board of Directors of the District, through its authorized agent, and by the Firm as evidenced by their respective signatures below.

**NORTHWEST EDUCATIONAL SERVICE
DISTRICT NO. 189**



Superintendent and Secretary to the Board

CURRAN LAW FIRM P.S.



David T. Hokit