INTER-MUNICIPAL COOPERATION AGREEMENT
2019-2020

The parties to this AGREEMENT are the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services ("**BOCES**"), with its principal business address at 20104 State Route 3, Watertown, New York 13601 and the North Rose-Wolcott Central School District (**"DISTRICT"**), with its principal business address at 11631 Salter-Colvin Road, Wolcott, New York 14590.

RECITALS

A. Education Law section 1950(4)(e) provides that BOCES, as a duly constituted Board Of Cooperative Educational Services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the District Superintendent; and, BOCES, upon the recommendation of its District Superintendent, has employed attorneys to assist it in carrying out its program.

B. The DISTRICT is established as a central school district under the New York State Education Law; Section 1709 and 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT's board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and the DISTRICT each to enter into an inter-municipal cooperation agreement ("ICA") to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and the DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:**
   The term of this AGREEMENT shall begin on July 1, 2019, and shall extend through and including June 30, 2020.

2. **EMPLOYMENT OF AN ATTORNEY:**
   BOCES agrees that it will employ two or more attorneys duly licensed to practice law in the State of New York, whose services will be available to the DISTRICT upon the terms set forth in this Agreement.

3. **EQUIPMENT AND OTHER RESOURCES:**
BOCES shall be responsible for providing the jointly employed attorneys with office space, office and support staff, equipment, supplies, and any other professional resources necessary to provide professional services to BOCES and the DISTRICT.

4. **REIMBURSEMENT AND PROVISION OF SERVICES:**
The parties agree that the jointly employed attorneys shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide the DISTRICT with such information that may be necessary for the DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

For its participation and utilization of services provided by the jointly employed attorneys, the DISTRICT agrees to reimburse the BOCES in the total amount of $17,500 (seventeen thousand, five hundred dollars) as contribution towards the actual costs of employing such attorneys, including but not limited to such costs as salary, payroll taxes, benefit, retirement, office space, supplies, and other related and itemized expenses. Such reimbursement shall be made by the DISTRICT to the BOCES in a manner best determined between the parties, but in no event any less often then quarterly starting with the DISTRICT's fiscal year in July.

INCLUDED as services in exchange for the DISTRICT's reimbursement of costs to the BOCES for the jointly employed attorneys, the Parties agree to the following:

- The jointly employed attorneys' scope of services provided to the DISTRICT is strictly limited to those services listed on **APPENDIX A** as attached to this AGREEMENT;
- Related incidental costs incurred by the BOCES for mileage at the applicable IRS rate, regular and routine printing, copying, mailing, and postage for the jointly employed attorneys to provide the required professional legal services shall be covered by the DISTRICT's reimbursement payment to the BOCES under this contract;
- The BOCES' employment of necessary support staff such as secretaries, typists, and paralegals for the jointly employed attorneys to provide the required professional legal services shall also be covered by the DISTRICT's reimbursement payment to the BOCES under this contract; and
- The list of services in **APPENDIX A** shall be narrowly and strictly construed to include only those services listed and any such incidental services jointly agreed to by the parties as sufficiently related to those services listed.

EXCLUDED as services provided by the jointly employed attorneys as covered by the DISTRICT's reimbursement to the BOCES as specified, the Parties agree to the following exclusions:

- The required payment of out-of-pocket expenses directly and/or incidentally related to the provision of professional legal services (otherwise known as disbursements for private attorneys) which includes but is not limited to such things as filing fees, court fees, transcript fees, stenographer (audio or video) fees, witness fees, service of process costs, and DISTRICT requested professional printing charges;
- Trial or appellate appearances in any competent State or Federal Court in representation of a District, including any time required to prepare in advance for a trial in such Courts;
- Representation of the DISTRICT in either State or Federal Court in an Article 78 proceeding, Article 75 proceeding, or other summary type proceeding (i.e., declaratory judgment action, order to show cause action, etc);
- Appeals of any final case or decision in any competent State or Federal Court in representation of a District;
- Representation as bond counsel for any public borrowing, including but not limited to BANS or borrowing associated with capital projections;
- Employee disciplinary hearings including but limited to Section 75 or Education Law 3020-a beginning with formal drafting of charges through adjudication, and
- Any other services not specifically listed in **APPENDIX A** or agreed to by the parties.

In the event the DISTRICT wishes to utilize the services of the jointly employed attorneys as employed by the BOCES for a service or work which is excluded as covered by the DISTRICT's reimbursement of costs to the BOCES, the DISTRICT agrees to reimburse BOCES as follows:

- For jointly employed attorneys' actual time worked at the rate of **$95.00** per hour for those services;
- For the trained legal support staff employed by BOCES, which may include one or more paralegals and/or other legal support personnel, actual time worked at the rate of **$55.00** per hour for those services;
- For secretarial/typists staff employed by BOCES, which may include one or more secretaries, typists, and/or aides, actual time worked at the rate of **$40.00** per hour for those services.

5. **INVOICES:**

BOCES shall provide the DISTRICT with periodic invoices of services performed pursuant to this agreement. The invoices shall provide a reasonably specific description

of the services performed, and shall separately specify charges for professional services and charges for excluded expenses, i.e., disbursements. The DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.

6. **ATTORNEY-CLIENT RELATIONSHIP:**
BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.

7. **CONFLICT OF INTEREST:**
If circumstances arise that constitute a conflict of interest between BOCES and the DISTRICT, or two DISTRICTS who both have ICA's with the BOCES, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES and/or the DISTRICT(s).

8. **PROFESSIONAL LIABILITY INSURANCE:**
BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.

9. **NON ASSIGNMENT:**
This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.

10. **DISPUTE RESOLUTION:**
In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:**
Both PARTIES reserve the right to terminate this AGREEMENT upon providing sixty (60) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:**
Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to DISTRICT:**
Stephan Vigliotti, Sr., Superintendent of Schools
North Rose-Wolcott Central School District
11631 Salter-Colvin Road
Wolcott, NY 14590

(b) **If to BOCES:**
Mr. Stephen J. Todd, District Superintendent
Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES
20104 State Route 3
Watertown, NY 13601

13. **HEADINGS:**
Headings of titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:**
This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

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[*Signatures Next Page*]

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** on the ____ day of _____, 2019.

_____ _____
School District Superintendent Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, _____, Clerk of the Board of Education for the North Rose-Wolcott Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the North Rose-Wolcott Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____, 2019.

_____ _____
SIGNATURE OF SCHOOL DISTRICT BOARD CLERK Date

_____ _____
BOCES District Superintendent Date

CERTIFICATION BY BOCES BOARD CLERK

I, Patti LaClair, Clerk of the Board of Education for the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the North Rose-Wolcott Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____, 2019.

_____ _____
SIGNATURE OF BOCES BOARD CLERK Date

APPENDIX A

Office of Inter-Municipal Legal Services
2019-2020 School Year

Potential Suite of Services and Offerings Included in Flat Fee Arrangements

1. Advise and consult on Constitutional issues/questions involving the separation of church and state, school prayer, facility use, libraries, textbooks, and other First Amendment questions.

2. Advise and consult on Constitutional issues/questions involving search and seizure, custody, questioning of students, employees and witnesses, and other Fifth and Fourteenth Amendment issues.

3. Advise, consult, and advocacy in Division of Human Rights, EEOC, ADA, and Title VII discrimination cases, including investigatory services and personnel file review and recommendations.

4. Advise, consult, and representation of Districts in matters relating to subpoenas/discovery demands pertaining to the storage, preparation and production of student/employee records, or appearance of district personnel in legal proceedings, e.g., Family Court matters, CPS/educational neglect matters and PINS proceedings, divorce proceedings, etc.

5. Advise and consult regarding student transportation and related issues pertaining to student health and safety, student records, homeless child issues, and residency matters involving homeless students and the McKinney-Vento Act.

6. Advise and consult in insurance related matters, including liability and property insurance.

7. Advise, consult, and provide input regarding installment purchase contracts and related documents.

8. Advise, consult, and provide input regarding PILOT and other tax deferral agreements and/or opposition to the same, including but not limited to alternative energy and commercial development contracts.

9. Initiate and review commercial contracts with vendors, outside service vendors and receiver agencies.

10. Advise, consult, and advocate for districts in proceedings before the Commissioner of Education, including but not limited to matters regarding student residency, attendance laws, academic standards, grades, promotion and graduation requirements, and appeals in student disciplinary proceedings.

11. Advise and consult on proposed district policies and/or revisions to existing policies, including presentations, training sessions, and Board retreats for the benefits of Boards of Education.

12. Advise and consult on all phases of capital projects, including review and recommendation of revisions to AIA documents such as general and supplemental conditions contracts, contracts pertaining to architects and clerks of the works, insurance bonds and binders, performance bonds, SEQRA determinations, and investigation of bidder/contractor eligibility.

13. Advise, consult, and advocacy on behalf of districts in all aspects of the special education process, to include matters under IDEA, Section 504 and Parts 200 & 201 of the Commissioner's Regulations, attendance at CSE meetings and manifestation determination meetings, review of draft IEP's, and developing contracts for related service providers where necessary.

14. Advise, consult, and review requests for documents and production pursuant to the Freedom of Information Law under the Public Officers Law and proper procedures concerning Board of Education Actions and a District's obligations under the Open Meetings Law.

15. Provide an initial review and assessment of potential and/or pending litigation general litigation to advise on the appropriate course of action and to make recommendations to District's specialty or insurance counsel.