

AMERICAN BAR ASSOCIATION
DIVISION FOR BAR SERVICES
CLEARINGHOUSE AND LIBRARY

(F) FOUNDATION / ASSOCIATION
RELATIONSHIPS

#04185

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT is made by and between King County Bar Foundation (the "Foundation"), a Washington nonprofit corporation, and King County Bar Association (the "Manager"), a Washington nonprofit corporation.

RECITALS

WHEREAS, the Foundation is committed to providing legal assistance to members of the public who might not otherwise receive legal counsel; increasing the diversity of the bar; and otherwise improving the legal profession, system and community;

WHEREAS, the Foundation, as an organization exempt from taxation under section 501(c)3 of the Internal Revenue Code of 1986, as amended, is committed to soliciting funds from the general public and from other organizations to support the operation of legal assistance programs and its other purposes;

WHEREAS, the Manager shares the Foundation's commitment to providing law-related services to the public and to specific elements of the public in need of such services and to increasing diversity in the legal profession;

WHEREAS, the Manager has particular expertise in operation and administering legal services programs and other law-related programs; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

AGREEMENTS

1. Project Designation. The purpose of this Agreement is to provide the Foundation with management expertise to operate its Programs, as such are designated in Appendix A, and to achieve the educational and legal program objectives consistent with the Foundation's status as a 501(c)3 organization.
2. Scope of Services. The Manager agrees to perform the services identified on Appendix A attached hereto and incorporated herein.
3. Period of Performance. The period of performance for this Agreement begins June 1, 1993 and ends May 31, 1994. This Agreement shall automatically renew for additional one year periods unless written notice of its termination is provided by either party within thirty (30) days of the end of the existing term.

4. Compensation and Payment Terms. For all the services described in Appendix A and all goods and materials supplied by the Manager, the Foundation shall pay the Manager an amount to be determined and allocated annually by the Board of Trustees of the Foundation.
5. Allocations of Funds. The Board of Trustees of the Foundation shall allocate such funds as are paid to the Manager among the Programs as the Board of Trustees, in its sole discretion, shall deem appropriate. To the extent that the Board of Trustees of the Foundation shall allocate funds to the Legal Services Programs described in Appendix A, the Manager shall have sole discretion to allocate such funds among and between the Legal Service Programs, except that funds specifically designated by a donor to be applied to a particular Legal Services Program shall be so applied.
6. Performance of Management Services. The Manager shall perform all management services required under this Agreement as it, within its complete discretion, shall deem necessary and appropriate to achieve the educational and legal program objectives of the Foundation and of the Programs. However, the Manager shall not perform any management services in a manner that may jeopardize the tax exempt status of the Foundation. With the exception of such funds paid to Manager by the Foundation under paragraph 4 above, all funds, personnel, facilities, equipment and materials necessary or advisable to operate the Programs or otherwise meet the Manager's obligations hereunder shall be provided exclusively by the Manager at no cost to the Foundation.
7. Duties and Obligations of the Foundation. The duties and obligations of the Foundation under this Agreement shall include, but shall not be limited to, the following:
 - a. The Foundation, in its capacity as a section 501(c)3 organization, shall make all reasonable efforts to solicit and raise funds to fund the operation and administration of the Programs, which shall be a significant recipient of the Foundation's fundraising efforts.
 - b. The Foundation shall from time to time as it deems appropriate submit grant requests, including but not limited to grants for IOLTA and Evergreen Legal Services funds.
 - c. The Foundation shall ensure that funds designated by a donor to be applied to a particular program are so applied.
8. Ownership and Use of Documents. All documents, files, programs, training materials, publications and other materials produced by the Manager in connection with the services rendered under this Agreement shall be the property of the Foundation at the termination of this Agreement. The Manager shall be

permitted to retain copies of all material, including reproducible copies of files for information, reference and use in connection with the Manager's endeavors.

9. Compliance with Laws. The Manager shall, in performing the services contemplated by this contract, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement and shall obtain any permits or licenses required.
10. Liability/Insurance. The management services to be performed under this Agreement shall be performed entirely at the Manager's risk. The Manager agrees to indemnify, defend and hold the Foundation harmless for any and all liability or loss arising in any way out of the performance of this Agreement. The manager shall carry appropriate insurance coverage during the term of this Agreement. Upon request from the Foundation, the Manager shall have the Foundation named as an additional insured on the Manager's policy and proved the Foundation with evidence that the appropriate insurance coverage is in effect.
11. Independent Manager. The parties intend that an independent Manager-client relationship will be created by this Agreement. The conduct and control of the management service will lie solely within the purview of the Manager. Manager is not to be considered an agent or employee of the Foundation for any purpose, and no joint venture or principal-agent relationship exists. If appropriate, the Foundation will report all fees paid to Manager to the Internal Revenue Service on Form 1099. Neither the Foundation nor Manager shall have any rights, power, or authority to create any obligation, expressed or implied on behalf of the other.
12. Assignment/Subcontracting. The Manager may not assign or transfer this Agreement or subcontract for the management services to be performed with the prior written consent of the Foundation.
13. Jurisdiction. This Agreement shall be governed by the laws of the State of Washington.
14. Notices. Notices relating to the terms and conditions of this Agreement shall be sent to the Manager and the Foundation at the following addresses:

Manager: King County Bar Association
Bank of California Building
900 Fourth Avenue, Suite 600
Seattle, WA 98164-1005

Telephone Number: (206) 624-9365
Fax Number: (206) 382-1270

Foundation: King County Bar Foundation
Bank of California Building

900 Fourth Avenue, Suite 600
Seattle, WA 98164-1005

Telephone Number: (206) 624-9365
Fax Number: (206) 382-1270

15. Amendments. This Agreement, together with attachments or addenda, may be amended only by written instrument signed by both the Foundation and the Manager.

16. Complete Agreement. This Agreement, with identified attachments, contains all terms and conditions agreed to by the Foundation and the Manager.

Manager:

Foundation:

By _____

By _____

Dated: _____

Dated: _____

Appendix "A"

SCOPE OF SERVICES

The Manager agrees to perform the professional services described below:

I. Legal Services Programs

The Management will administer existing programs and such other programs as the Foundation proposes, which are consistent with its 501(c)3 purpose and which serve low-income persons with legal problems. Such programs include, but are not limited to, the provision of actual representation, advice and consultation, pro se instruction, and law related education. Existing programs are as follows:

- a. Volunteer Legal Services
 - i. Regular Civil Referrals
 - ii. Volunteer Attorneys for Person with AIDS
 - iii. Homeless Task Force
 - iv. Federal Pro Bono

- b. Family Law Clinic
 - i. Mentor Program
 - ii. Self Help Plus

- c. Neighborhood Legal Clinics

Administration of the legal service programs includes, but is not limited to, hiring and supervision of program staff, appointment of volunteer oversight committees, and activities required for the provision of services to clients.

II. Minority Law Student Scholarship Program

The Manager will, through an Ethnic Diversity in the Law Committee, make recommendations about the award of scholarship funds and maintain records of those awards.

ASSIGNMENT

WHEREAS, King County Bar Association, a Washington nonprofit corporation (the "Assignor") operates certain pro bono publico programs know as Volunteer Legal Clinic (the "Programs"); and

WHEREAS, King County Bar Foundation, a Washington nonprofit corporation and a corporation exempt to taxation under Section 501(c)3 of the Internal Revenue Code of 1986, as amended (the "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to said Programs, together with any and all materials, methods of operation, copyright registrations and training materials and methods associated with such Programs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey, and assign to Assignee all right, title and interest in and to said Programs, together with any and all materials, methods of operation, copyright registrations and training materials and methods associated therewith, to use and enjoy as though Assignee were the original and sole owner and operator of the Programs.

Assignor acknowledges and agrees that title to and ownership in any materials, methods of operation or matters in any way associated with the Programs, generated under that certain Management Services Agreement dated Aug. 23, 1993, by and Assignor specifically agrees to assign to Assignee all right, refinements, and/or medications of the Programs and associated materials that may result from the operation of the Management Services Agreement.

Dated this 23rd day of August, 1993.

ASSIGNOR:

By _____
Name _____
Title _____

ASSIGNEE:

By _____
Name _____
Title _____