

RESOLUTION NO. 1712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SUMNER SCHOOL DISTRICT TO CONTINUE SUPPORT OF THE FAMILY CENTER COORDINATOR POSITION.

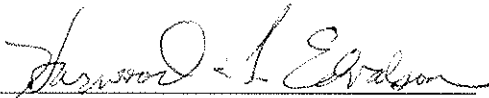
The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated in "Attachment A."

PASSED by the City Council this 26th day of June, 2007.



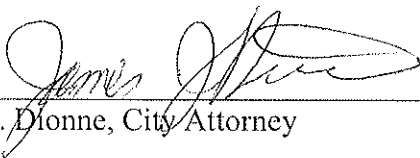
Mayor Neil Johnson, Jr.

AUTHENTICATED:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James J. Dionne, City Attorney

INTERLOCAL AGREEMENT
BETWEEN
THE SUMNER SCHOOL DISTRICT
AND
THE CITY OF BONNEY LAKE

SUMNER FAMILY CENTER COORDINATOR

THIS IS AN INTERLOCAL AGREEMENT between the *SUMNER SCHOOL DISTRICT*, a common school district and municipal corporation of the State of Washington, and *THE CITY OF BONNEY LAKE*, a municipal corporation of the State of Washington (collectively referred to as the 'parties'). The initial effective date of this agreement is **January 1, 2007**.

BECAUSE there is a need for additional social and health services for children and their families in the geographic area encompassed by the Sumner School District and the City of Bonney Lake; and

BECAUSE the Sumner School District and the City of Bonney Lake desire to provide the citizens of their respective communities enhanced opportunities for access to services addressing the prevention of risk and neglect to children, and services enhancing their readiness to learn in school; and

BECAUSE each party by itself does not have sufficient resources to provide such enhanced opportunities; and

BECAUSE it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective human services that empower families to meet the needs of their children, and mobilize untapped community resources; and

BECAUSE each of the parties is a "public agency" within the meaning of Chapter 39.34 RCW;

NOW, THEREFORE, pursuant to Chapter 39,34 RCW, the *Sumner School District* and the *City of Bonney Lake* hereby agree to continue joint funding of the position of 'Sumner Family Center Coordinator/Community Organizer', to work out of the Sumner Family Center as follows:

1. CONTRIBUTION OF FINANCIAL RESOURCES

1.1 Sources of Funding.

1.1.1. The City of Bonney Lake will contribute **\$6,000** toward the total cost of the salary and benefits of the Sumner Family Center Coordinator for the 2007 fiscal year (1/1/07 - 12/31/07).

1.1.2. The Sumner School District will contribute **\$5,000** during the 2007-2008 fiscal year (9/1/07 - 08/31/08) toward the cost of salary and benefits of this position. Additional funding will be obtained from the City of Sumner (**\$28,960**).

1.1.3. The Sumner School District liaison to the Sumner Family Center will work jointly with the City of Bonney Lake, human service agencies who provide staff to the Sumner Family Center, grant sources, and community resources to establish an ongoing funding base to support the position of the Sumner Family Center Coordinator.

1.1.4. The Sumner School District will provide a portable building to house the Sumner Family Center at Daffodil Valley Elementary School, 1503 Valley Ave., Sumner, WA. The Sumner School District will provide all basic telephone services, utilities, and maintenance for said building.

1.2 Use of Funds. The Sumner School District will use the funding provided by the City of Bonney Lake solely for the purpose of paying salary and benefit costs (including but not limited to worker's compensation contributions, FICA, employment security contributions, & mileage) of the Sumner Family Center Coordinator/Community Organizer. Permission for any other use of funding provided by the City of Bonney Lake under this agreement must be obtained in writing from the City of Bonney Lake prior to the expenditure.

1.3 Accounting. The Sumner School District will keep an accounting of the manner of acquiring, holding, and disposing of funds contributed by the City of Bonney Lake for the purpose of funding the salary and benefits of the Sumner Family Center Coordinator/Community Organizer.

2. RESPONSIBILITIES OF EACH PARTY

2.1 City of Bonney Lake Responsibilities. The City of Bonney Lake shall have the following responsibilities regarding the continuance of the position of Sumner Family Center Coordinator, and governance of the Sumner Family Center:

2.1.1. The City of Bonney Lake shall appoint a liaison of the SFC Operations/Partnership Group who will participate in representing the City's program planning decisions of the Center.

2.1.2. The City of Bonney Lake shall cooperate with the Sumner School District by allowing their name to be used in the listing of sponsors and financial contributors toward the operations, programs, and activities of the Sumner Family Center.

2.2 Sumner School District Responsibilities. The Sumner School District shall have the following responsibilities regarding the creation, funding, and management over the position of the Sumner Family Center Coordinator/Community Organizer, and Sumner Family Center facilities:

2.2.1. Appointing a member to the SFC Operations/Partnership Group, who shall participate actively in carrying out the responsibilities of the SFC Operations/Partnership Group.

2.2.2. Hiring, evaluation, supervising, and terminating the services of the Sumner Family Center Coordinator/Community Organizer. The Coordinator will be considered to be an employee of the Sumner School District.

2.2.3. Providing a suitable physical facility for the office of the Sumner Family Center Coordinator/Community Organizer, including office space.

2.2.4. Seeking, on at least a semi-monthly basis, the advice of the SFC Operations/Partnership Group on matters related to the operation and administration of the Sumner Family Center.

2.2.5. Overseeing and supervising the work of the Sumner Family Center Coordinator/Community Organizer on a day-to-day basis, consistent with the policies and guidelines established by the SFC Operations/Partnership Group.

2.2.6. Providing payroll administration services for the position of the Sumner Family Center Coordinator/Community Organizer.

3. SUMNER FAMILY CENTER OPERATIONS/PARTNERSHIP GROUP

3.1 Formation of the SFC Operations/Partnership Group. The Sumner School District will establish a SFC Operations/Partnership Group to establish joint governance of the Sumner Family Center.

3.2 Composition of the SFC Operations/Partnership Group. The SFC Operations/Partnership Group will be comprised of a representative of the Sumner School District, the City of Bonney Lake, the City of Sumner, the Tacoma - Pierce County Health Department, and one representative from each additional agency placing personnel resources of 1.0 FTE or more to implement programs out of the Sumner Family Center location. The member of the SFC Operations/Partnership Group representing the Sumner School District will be the Superintendent; the member representing the City of Bonney Lake will be the Mayor; or their designees. Each party may appoint its member to the SFC Operations/Partnership Group according to its own procedures and policies.

3.3 SFC Operations/Partnership Group Responsibilities

3.3.1. The SFC Operations/Partnership Group will assist in setting the goals and desired outcomes of the Sumner Family Center, from which programs and activities developed by the staff of the Sumner Family Center will address.

3.3.2. The SFC Operations/Partnership Group will advise the Coordinator and staff of the Sumner Family Center on issues related to the administration of the Center's core functions of information and referral, community mobilization, and outreach to under served population groups within the Sumner School District boundaries.

3.3.3. The SFC Operations/Partnership Group will provide feedback to the Sumner School District and the staff of the Sumner Family Center as to the impact of Center programs and activities within the City of Bonney Lake, and the geographic area encompassed by the Sumner School District.

3.3.4. The SFC Operations/Partnership Group, including the Sumner School District liaison/Coordinator's supervisor, will assist the Coordinator of the Sumner Family Center to implement programs which enhance childrens' ability to attend school with basic social, emotional, and physical health needs met; programs which reduce the risk of child abuse and neglect; and programs which provide opportunities for community members and organizations to contribute to conditions promoting public health, continuum of services, and readiness to learn.

4. RENEWAL OF AGREEMENT

4.1 Renewal. This agreement may be renewed for succeeding one-year terms by agreement of both parties.

5. TERMINATION

5.1 Termination. The Agreement may be terminated at any time by mutual written agreement of both of the parties. Neither the parties, the SFC Operations/Partnership Group, nor the Sumner Family Center Coordinator -Community Organizer shall commit to the implementation of programs, activities or contractual obligation of the Sumner Family Center, as carried out by the Coordinator, that extends beyond the duration of the Agreement.

6. HOLD HARMLESS AND INDEMNITY AGREEMENT

6.1 Hold Harmless and Indemnity. Each party (the indemnitor) agrees to defend, indemnify and save harmless each other (the indemnitees), their board or council members, officers, agents and employees from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages or other relief based upon the indemnitor's alleged negligence or wrongful conduct. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, intentional torts, and defamation. If the claim, suit, or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence.

Any liability incurred by a party not caused or occasioned by the act of any other party shall be the sole responsibility of that party.

7. NONDISCRIMINATION

7.1 Nondiscrimination. The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

8. AUDITS AND INSPECTIONS

8.1 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of this Agreement and for three years after termination.

9. AMENDMENTS

9.1 Amendments. The Agreement may be amended at any time by mutual written agreement of all of the parties.

10. ENTIRE AGREEMENT

10.1 Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BONNEY LAKE

Neil Johnson, Jr.

Printed/Typed Name

Mayor

Title

[Handwritten Signature]

Signature

Dated 6/26/07

SUMNER SCHOOL DISTRICT

Dr. Gil Mendoza

Printed/Typed Name

Superintendent

Title

[Handwritten Signature]

Signature

Dated July 2, 2007