

RESOLUTION NO. 2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL-AGREEMENT BETWEEN THE SUMNER SCHOOL DISTRICT AND THE CITIES OF BONNEY LAKE AND SUMNER TO OPERATE A JOINT RECREATION PROGRAM


Whereas, the City of Bonney Lake has long cooperated with the City of Sumner and the Sumner School District to operate a joint recreation program, and

Whereas, the City Council desires to continue participation in a joint recreation program under the terms provided in the Inter-local Agreement;

Now therefore, be it resolved;

The City Council of the City of Bonney Lake, Washington does hereby authorize the Mayor to sign the attached Inter-local Agreement with the City of Sumner and the Sumner School District to operate a joint recreation program.

PASSED by the City Council this 12th day of January, 2010.



Neil Johnson, Mayor

ATTEST:



Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:



James Dionne, City Attorney

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

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 SUMNER**, a 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”), relating to the creation and operation of a Joint Recreation Program. The initial effective date of this agreement is **January 1, 2010**.

WHEREAS there is a need for additional recreation and arts programs in the geographic area encompassed by the Sumner School District, the City of Bonney Lake and the City of Sumner; and

WHEREAS the Sumner School District, the City of Bonney Lake, and the City of Sumner desire to provide the citizens of their respective communities enhanced opportunities for recreation and arts; and

WHEREAS, each part by itself does not have sufficient resources to provide such enhanced recreation and arts opportunities; and

WHEREAS it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective recreation and arts programs; and

WHEREAS 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, the City of Bonney Lake, and the City of Sumner hereby agree to create and operate a Joint Recreation Program, as follows:

1. JOINT ADVISORY BOARD FOR INTERGOVERNMENTAL COOPERATION.

- 1.1 Formation of a Joint Advisory Board. Pursuant to RCW 39.34.030(4), the parties hereby establish a Joint Advisory Board for Intergovernmental Cooperation (“Joint Advisory Board”). The Joint Advisory Board is not a separate legal entity.
- 1.2 Composition of Joint Advisory Board. The Joint Advisory Board shall have three members: one each from the Sumner School District, the City of Bonney Lake and the City of Sumner. The members of the Joint Advisory Board shall be the mayor of the City of Bonney Lake, the mayor of the City of Sumner and the Superintendent of the Sumner School District, or their respective appointees. Each party may appoint its member to the Joint Advisory Board according to its own procedures and policies.

1.3 Joint Advisory Board Responsibilities

- 1.3.1 The Joint Advisory Board will advise the Joint Recreation Program Coordinator on issues related to the administration of the Joint Recreation Program

- 1.3.2 The Joint Advisory Board will determine the salary of the Joint Recreation Program Coordinator and other Joint Recreation Program employees and will advise the Superintendent of the Sumner School District or his designee regarding the responsibilities of the Joint Recreation Program Coordinator.
- 1.3.3 The Joint Advisory Board, through its individual members, shall authorize the Joint Recreation Program Coordinator to make arrangements, when feasible, for use of facilities owned or controlled by the parties to the Joint Recreation Program. It is expressly understood that such facilities will be made available to the Joint Recreation Program without charge to the Joint Recreation Program.

2. JOINT OPERATING ACCOUNT

2.1 **Establishment of Operating Accounts.** The Joint Advisory Board hereby establishes a separate account to carry out the recreation program. It shall be designated by the appropriate state-defined account title and account code. The Joint Recreation Program Coordinator shall be designated as the administrator of the account.

2.2 Sources of Funding

- 2.2.1 The Sumner School District, the City of Bonney Lake, and the City of Sumner are on different fiscal year and budget cycles. As a consequence, the advisory board will begin the process of determining the contributions needed from each member of the joint agreement based on a budget submitted to the advisory board no later than June 1 of each year. The Joint Advisory Board will make a final determination of each member's contribution to the operating account no later than August 1 of each year. No party to this agreement shall be required to make contributions to the Operating Fund without the mutual agreement of all parties to the agreement.
- 2.2.2 Additional funding will be provided through fees charged to participants in programs of the Joint Recreation Program. It shall be the responsibility of the Joint Recreation Program Coordinator to develop a viable fee structure, with approval of the Joint Advisory Board.
- 2.2.3 **Use of Funds.** The Operating Account will be used to pay all expenses necessary for the efficient operation of the Joint Recreation Program. Such expenses include all costs involved in employing the Joint Recreation Program Coordinator and other staff, including but not limited to worker's compensation contributions, F.I.C.A., employment security contributions, and employee benefits. Other necessary expenses may be paid as the need arises.
- 2.2.4 **Accounting.** The Joint Recreation Program Coordinator will keep an account of the manner acquiring, holding, and disposing of funds and real and personal property used in the Joint Recreation Program.

3. ADMINISTRATION OF THE JOINT RECREATION PROGRAM.

- 3.1 Administration of the Joint Recreation Program shall be the responsibility of the Superintendent of the Sumner School District or his designee.
- 3.2 The Joint Recreation Program shall be administered as a program of the Sumner School District.
- 3.3 The Superintendent of the Sumner School District or his designee shall call a meeting of the Joint Advisory Board on at least a quarterly basis to advise the Joint Advisor Board on the status of the Joint Recreation Program and to seek the advice and counsel of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.

4. RESPONSIBILITIES OF EACH PARTY.

4.1 Sumner School District Responsibilities. The Sumner School District shall have the following responsibilities regarding the operation of the Joint Recreation Program:

- 4.1.1 Appointing a member to the Joint Advisory Board.
- 4.1.2 Hiring, evaluating, supervising, and terminating the services of a Joint Recreation Program Coordinator. The Joint Recreation Program Coordinator and the other Joint Recreation Program staff will be considered to be employees of the Sumner School District.
- 4.1.3 Providing a suitable facility for the office of the Joint Recreation Program, including office space.
- 4.1.4 Seeking, on at least a quarterly basis, the advice of the Joint Advisory Board on matters related to the operation and administration of the Joint Recreation Program.
- 4.1.5 Overseeing and supervising the work of the Joint Recreation Program Coordinator on a day-to-day basis, consistent with guidelines established by the Joint Advisory Board.
- 4.1.6 Provide payroll administration and services for the Joint Recreation Program.
- 4.1.7 Cooperating with the Joint Recreation Program by making Sumner School District facilities available, when feasible, for the programs and activities of the Joint Recreation Program.

4.2 Cities of Bonney Lake and Sumner Responsibilities

- 4.2.1 The Cities of Bonney Lake and Sumner shall appoint a member of the Joint Advisory Board who shall participate actively in carrying out the responsibilities of the Joint Advisory Board.
- 4.2.2 The Cities of Bonney Lake and Sumner shall cooperate with the Joint Recreation Program by making their facilities available, when feasible, for use for the programs and activities of the Joint Recreation Program.

5. RENEWAL OF AGREEMENT

5.1.1 **Renewal.** The Agreement may be renewed for succeeding one-year terms by agreement of all of the parties.

- 6. **TERMINATION.** The Agreement terminates automatically at the end of each contract year. The Agreement may be terminated at any time by mutual written agreement of all of the parties. Neither the parties, the Joint Advisory Board, nor the Joint Recreation Program Coordinator shall commit the Joint Recreation Program to any contractual obligation that extends beyond the duration of the Agreement. Upon termination of the Agreement, unexpended and uncommitted joint funds shall be distributed to each of the parties.
- 7. **INSURANCE.** Insurance coverage obtained by the Sumner School District, the City of Bonney Lake and the City of Sumner shall be individually secured and maintained with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to or loss of use of building, contents and personal property and other coverage as is customarily maintained for recreation programs to the extent that such insurance can be secured and maintained at a reasonable cost. If the activities of the Joint Recreation program cannot be insured at a reasonable cost through either new policies or riders to existing policies, the Joint Advisory Board shall declare that insurance is unavailable and this agreement shall be terminated immediately.
- 8. **NONDISCRIMINATION.** The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.
- 9. **AUDITS AND INSPECTIONS.** The records and document 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.
- 10. **AMENDMENTS.** The Agreement may be amended at any time by mutual written agreement of all of the parties.
- 11. **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
 By [Signature]
 Its Mayor
 Date 1/12/10

CITY OF SUMNER
 Its By Mayor
 By Its [Signature]
 Date 12-21-09

SUMNER SCHOOL DISTRICT
 By [Signature]
 Its Superintendent
 Date 1/13/10

