

RESOLUTION 2012 - 78



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
LETTER OF AGREEMENT BY AND
BETWEEN THE CITY OF SUNNYSIDE,
SUNNYSIDE SCHOOL DISTRICT NO. 201,
PORT OF SUNNYSIDE (EX-OFFICIO MEMBER)
AND SUNNYSIDE COMMUNITY HOSPITAL**

(Sunnyside Community Development Cooperative)

WHEREAS, the City of Sunnyside ("City"), Sunnyside School District No. 201 ("District"), Port of Sunnyside (ex-officio member) ("Port") and Sunnyside Community Hospital ("Hospital") desire to combine management and coordination activities associated with the implementation of the three community initiatives (City of Sunnyside Gang Free Initiative, State of Washington Department of Behavioral Health and Recovery Prevention Redesign Initiative, and Sunnyside Community Hospital/Sunnyside School District Student Health Center Initiative); and

WHEREAS, the Hospital, District, Port and the City who shall herein after be referred to as the "Cooperative" desire to enter into a Letter of Agreement to discuss any matter of mutual interest or concern and to make recommendations regarding appropriate or beneficial action to be undertaken by the Cooperative; and

WHEREAS, the Cooperative shall be overseen by an administrative board, hereinafter referred to as the "Executive Committee", or as "Committee", or as the "Core Conveners", consisting of 2 representatives from each of the parties. The Committee may appoint additional persons as *ex officio* members of the Committee who may participate in meetings of the Committee and do not have voting privileges; and

WHEREAS, the Cooperative has developed a Letter of Agreement setting forth the understanding of the parties with regard to such committee; and

WHEREAS, Resolution 2012-72 and Agreement #A-2012-69 which were approved by City Council on October 8, 2012 are hereby rescinded and replaced with this resolution and Letter of Agreement presented to City Council on November 26, 2012; and

WHEREAS, the City Council finds and determines that approval of such Letter of Agreement will promote mutual benefit of the parties, enhance communication and implementation of jointly operated programs, and promote the general health, safety and welfare.

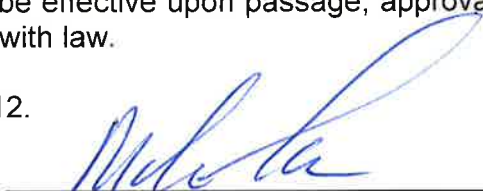
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. That Resolution 2012-72 and Agreement #A-2012-69 are hereby rescinded and replaced with this resolution and Letter of Agreement approved November 26, 2012.

Section 2. That the Letter of Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside, Sunnyside School District No. 201, Port of Sunnyside (ex-officio member) and Sunnyside Community Hospital is hereby approved; and the Interim City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

Section 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 26th day of November, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:


KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

Sunnyside Community Development Cooperative Letter of Agreement

I. Purpose

This Letter of Agreement (the "Agreement") is made and entered into this 15th day of November, 2012 by the City of Sunnyside, Sunnyside School District No. 201, Port of Sunnyside, as an *ex-officio* party, and Sunnyside Community Hospital to combine management and coordination activities associated with the implementation of the three community initiatives:

- A. City of Sunnyside Gang Free Initiative,
- B. State of Washington Department of Behavioral Health and Recovery Prevention Redesign Initiative, and
- C. Sunnyside School District Student Health Center Initiative.

II. Recitals

- A. The City of Sunnyside, hereinafter referred to as "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.
- B. Sunnyside School District No. 201, hereinafter referred to as "District," is a school district duly formed and existing under the laws of the State of Washington, with administrative offices at 1110 South 6th Street, Sunnyside, Washington 98944.
- C. Port of Sunnyside, hereinafter referred to as "Port," is a port district duly formed and existing under the laws of the State of Washington, with administrative offices at 520 South 7th Street, Sunnyside, WA 98944, and a mailing address of PO Box 329, Sunnyside, WA 98944. The Port shall be an *ex-officio* party to this agreement, and shall have no voting power.
- D. Sunnyside Community Hospital, hereinafter referred to as "Hospital," is a Washington not-for-profit corporation and community hospital located at 1016 Tacoma Avenue, Sunnyside, Washington 98944, and a mailing address of PO Box 719, Sunnyside, WA 98944.
- E. This Agreement shall supersede any previously dated agreements in whole or in part regarding the same subject matter specifically including that certain memorandum of understanding by and between the City, District and Hospital dated June 13, 2012. The parties acting under this Agreement shall hereinafter be referred to as the "Cooperative".
- F. Each of the parties reserves all legislative or other powers granted to the parties by statute or by their respective organizational documents, and none of the parties grants to the Cooperative any delegation of their respective powers, and the Cooperative shall not have the power to bind any of the individual parties.

EXHIBIT "A"

The Cooperative agrees to the following:

III. The Cooperative shall be responsible to:

- A. Set policy for its own programs and activities;
- B. Formulate universal goals and initiative objectives in compliance with local ordinance, policies and funding source;
- C. Oversee the daily operation of Cooperative activities;
- D. Jointly select and direct any staff and any volunteers working on its program;
- E. Jointly set goals and objectives for contract employees, and negotiate and approve their contracts;
- F. Create, approve, and follow its budget in compliance with the requirements of its funding source;
- G. Provide space in which the Cooperative can store its supplies, maintain its records, and where its personnel can work; and
- H. Through and by its staff, assist, administer, and compile Cooperatives financial reports on a mutually agreed schedule.
- I. Facilitate a countywide community planning process that uses the Yakima County Gang Assessment as a tool for program development.
- J. Support the identification of "gaps" in service and resources available in the community to address prevention and intervention needs.
- K. Coordinate countywide prevention and intervention services in three regional youth development centers.
- L. Provide technical support to partner agencies in the area of evidence based prevention and intervention services.
- M. Develop sustainable program and activity resources to support partnerships beyond the period of grant funding, if other funding is available

IV. Cooperative Authority

The Cooperative shall have authority to discuss any matter of mutual interest or concern and to make recommendations regarding appropriate or beneficial action to be undertaken by the City, District, and Hospital. Additional authority includes policy review and oversight of programs and activities mutually agreed and assigned by the City, District, or Hospital for the purpose of one or more of the community initiatives described in Section I A, B and C.

V. Cooperative Administration

- A. The Cooperative shall be overseen by an administrative board, hereinafter referred to as the "Executive Committee", or as the "Committee," or as the "Core Conveners", consisting of 2 representatives from each of the parties. The representatives appointed by the Port shall be *ex-officio* members of the Committee, and the Committee may appoint such additional persons as *ex officio* members of the Committee, who may participate in meetings of the Committee and do not have voting privileges.

EXHIBIT "A"

- B. Membership. "Membership" is defined as voting authority within the Cooperative. The City, District, and Hospital, shall each be considered one "Member" regardless of the number of representatives on the Committee. Membership may be expanded by a unanimous vote of the current Members.
- C. Each party may appoint no less than 1 representative and a maximum of 2 representatives to the Committee.
- D. No term limits are assigned to representatives of the Members.

VI. Organizational Structure

- A. The Executive Committee shall appoint an Advisory Team.
 - 1. The Advisory Team shall consist of no less than 12 persons representing each of the following community sectors:
 - a. Behavioral Health
 - b. Business
 - c. Civic or Volunteer Organizations
 - d. Education
 - e. Faith-based Organizations
 - f. Healthcare
 - g. Law & Justice
 - h. Local Government
 - i. Local Media
 - j. Parents
 - k. Youth
 - l. Youth Serving Organizations
- B. The Cooperative shall establish three workgroups as follows:
 - 1. Gang Free Initiative Workgroup
 - 2. Prevention Redesign Initiative Workgroup
 - 3. Student Health Center Workgroup
- C. Each Workgroup will consist of 4 representatives of the Advisory Team. An Advisory Team representative shall serve on one workgroup at one time.
- D. A member of the Core Conveners or their designee shall chair each of the workgroups as follows:
 - 1. The City shall chair the Gang Free Initiative Workgroup.
 - 2. The District shall chair the Prevention Redesign Initiative Workgroup, and
 - 3. The Hospital shall chair the Student Health Center Workgroup.
- E. Meeting Schedule
 - 1. Core Conveners shall meet quarterly at a time and location to be determined by the Members.

EXHIBIT "A"

2. Advisory Team shall meet monthly at a time and location to be determined by the representatives.
3. Workgroups shall meet monthly at a time and location to be determined by the representatives.

F. Coordination Services

1. The Cooperative may procure coordination services in a manner agreed upon by the Executive Committee.

VII. Fiscal Matters

- A. Each of the parties reserves its authority to approve any action or program which obligates the party to any financial cost or expense. The parties have determined that their respective actions or programs will be more effective if they are complementary with other programs and therefore seek consideration and recommendation by the Cooperative.
- B. Any action or program recommended for mutual implementation or benefit which carries a financial cost or expense shall require approval of the Committee prior to implementation or incurring of any costs or expense.
- C. Each party will be responsible for costs or expenses associated with actions or programs approved by such entity, and for accounting for such cost and expenses, and each party shall be responsible for any regular participation expenses incurred by its respective staff and/or members of the Committee.

VIII. Confidentiality

- A. Members agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.
 1. All individuals participating as a representative to the Advisory Team shall sign a confidentiality agreement.

IX. Limitations, Enforcement, and Jurisdiction

- A. This Agreement, including all attachments, constitutes the entire agreement among the above named parties. No waiver, change, or modification in this Agreement is valid or binding unless agreed to in writing and signed by all parties.
- B. Each party warrants that it has the right to enter into this Agreement and to grant all the rights it has granted through it.

EXHIBIT "A"

- C. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including counsel fees, which it may suffer as a result of such party's breach of warranty.
- D. No party will be liable for failure to perform as required by this Agreement in the event that such failure is caused by or due to illness or physical disability, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other cause beyond the party's control.

VIII. Term of Agreement

- A. Letter of Agreement shall remain in effect upon execution by all parties until December 31, 2015.
- B. Any party may terminate its participation in this agreement at any time with written notification of termination.

IX. Signatures:

CITY OF SUNNYSIDE

Signature

Printed Name

Title

SUNNYSIDE SCHOOL DISTRICT #201

Richard D Cole
Signature

Richard D Cole
Printed Name

Supt
Title

PORT OF SUNNYSIDE (*ex-officio*)

Signature

Printed Name

Title

SUNNYSIDE COMMUNITY HOSPITAL

Signature

Printed Name

Title