

RESOLUTION 2012 - 40



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE CITY OF SUNNYSIDE,  
SUNNYSIDE SCHOOL DISTRICT NO. 201,  
AND SUNNYSIDE COMMUNITY HOSPITAL**

**(Interlocal Cooperative Agreement – Executive Committee)**

**WHEREAS**, the City of Sunnyside (“City”), Sunnyside School District No. 201 (“District”) and Sunnyside Community Hospital (Hospital) desire to establish a standing committee to address issues of mutual concern and promote programs of mutual benefit; and

**WHEREAS**, the Hospital, District and the City desire to enter into a Memorandum of Understanding to provide for the information and administration of a standing committee to address issues of mutual concern, and to promote programs of mutual benefit; and

**WHEREAS**, the standing committee shall be known as the “Executive Committee,” and its membership shall consist of two members of the City of Sunnyside, two members of the District Board and two members of the Hospital; and

**WHEREAS**, the Hospital, District and City have developed a Memorandum of Understanding setting forth the understanding of the parties with regard to such committee; and

**WHEREAS**, the City Council finds and determines that approval of such Memorandum of Understanding will promote mutual benefit of the parties, enhance

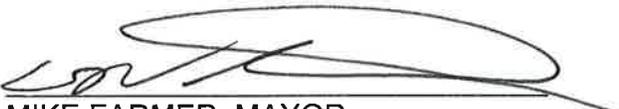
communication and implementation of jointly operated programs, and promote the general health, safety and welfare.

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

**Section 1.** That the Memorandum of Understanding, 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 and Sunnyside Community Hospital is hereby approved; and the City Manager is hereby authorized to execute such agreement for and on behalf of the City of Sunnyside.

**Section 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 29<sup>th</sup> day of May, 2012.

  
for MIKE FARMER, MAYOR

**ATTEST:**

  
DELILAH SAENZ, CITY CLERK

**APPROVED AS TO FORM:**

  
MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP  
Attorneys for the City of Sunnyside

EXHIBIT "A"

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**CITY OF SUNNYSIDE,**  
**SUNNYSIDE SCHOOL DISTRICT NO. 201,**  
**and**  
**SUNNYSIDE COMMUNITY HOSPITAL**  
**(Interlocal Cooperative Agreement- Executive Committee)**

THIS MEMORANDUM OF UNDERSTANDING is executed by and between the CITY OF SUNNYSIDE, a municipal corporation, SUNNYSIDE SCHOOL DISTRICT NO. 201, and SUNNYSIDE COMMUNITY HOSPITAL for the uses and purposes stated below.

**I. Recitals**

- A. CITY OF SUNNYSIDE, hereafter called "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, hereafter called "District," is a school district duly formed and existing under the laws of the State of Washington, with administrative offices at 1110 South 6<sup>th</sup> Street, Sunnyside, Washington 98944.
- C. SUNNYSIDE COMMUNITY HOSPITAL, hereafter called "Hospital," is a Washington not-for-profit corporation and community hospital located at 10<sup>th</sup> & Tacoma Avenue, Sunnyside, Washington 98944.
- D. City, District, and Hospital desire to establish a standing committee to address issues of mutual concern and promote programs of mutual benefit, which committee will consist of members of the City of Sunnyside, School District, and Sunnyside Community Hospital with the duties and prerogatives set forth in this Memorandum of Understanding.

**II. Agreement**

WHEREFORE, in consideration of the mutual understanding of the parties, the parties agree as follows:

- A. Executive Committee. City, District, and Hospital hereby establish a standing committee known as the "Executive Committee," hereafter called "Committee," composed of two members of the City of Sunnyside, two members of the District Board, and two members of the Hospital. Four members shall constitute a quorum for the conducting of business. The Committee may appoint such additional persons as ex officio members of the Committee, who may participate in meetings of the Committee but do not have the power to vote. The Committee shall meet at such dates, times and locations from time to time as mutually agreed in order to conduct the business of the Committee. The Committee shall have authority to establish procedures governing the conduct of its business, subject to the provisions of this Memorandum of Understanding.
- B. Jurisdiction of Committee. The Committee shall be representative of the District, City, and Hospital, and shall discuss, consider and make recommendations to their respective organizations concerning matters of mutual benefit, interest or concern. It is intended that the Committee shall have liberty 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, or any of them. Additionally, the Committee may exercise policy review and oversight of any program or activity mutually agreed and assigned by the City, District and Hospital.
- C. Fiscal Matters. Any action or program recommended for mutual implementation or benefit which carries a financial cost or expense shall require approval of all parties to include the City

EXHIBIT "A"

Manager, District Superintendent, and Hospital Chief Executive Officer prior to implementation or incurring of any cost or expense. Each party will be responsible for payment of regular participation expenses incurred by its respective staff and/or committee members.

D. Reports to Member Organizations. The Committee shall provide Member organizations quarterly reports of its activities and proceedings, which reports may be in writing or in person as deemed appropriate or beneficial. Any party may request at any time a report from the Committee regarding any matter, proceeding or activity undertaken by the Committee.

E. Cooperative Efforts. City, District, and Hospital agree and understand that each party is uniquely positioned and skilled to address particular issues affecting the community, but that the union of efforts will combine these skills to greater effect. To this end, the parties agree that their cooperative efforts are paramount to the promotion of the general health, safety and welfare of the community. The parties will cooperate regarding development and implementation of programs, appropriate grant applications, and other function designed and intended to benefit their mutual interest. Notwithstanding the above, each party recognizes and affirms its separate status and function, and agrees that each party will continue to be responsible for those duties and responsibilities within their independent jurisdiction.

F. Supplemental Memoranda Regarding Specific Projects. This Memorandum of Understanding may be supplemented from time to time to append specific agreements regarding development and implementation of specific projects.

WHEREFORE, this Memorandum of Understanding is executed this \_\_\_\_ day of \_\_\_\_\_, 2012

***CITY OF SUNNYSIDE***

By: \_\_\_\_\_

***SUNNYSIDE SCHOOL DISTRICT NO.201***

By: \_\_\_\_\_

***SUNNYSIDE COMMUNITY HOSPITAL***

By: \_\_\_\_\_