

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**CITY OF SUNNYSIDE**  
**And**  
**SUNNYSIDE SCHOOL DISTRICT NO. 201**

1 of 2  
**ORIGINAL**

**(Interlocal Cooperative Agreement – CHOICES Oversight Committee)**

THIS MEMORANDUM OF UNDERSTANDING is executed by and between the CITY OF SUNNYSIDE, a municipal corporation, and SUNNYSIDE SCHOOL DISTRICT NO. 201, 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. City and District desire to establish a standing committee to address issues of mutual concern and promote programs of mutual benefit, including the Choices Program described below, which committee will consist of members of the School Board and City Council, with the duties and prerogatives set forth in this Memorandum of Understanding.

**II. Agreement**

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

A. Choices Oversight Committee. City and District hereby establish a standing committee known as the "Choices Oversight Committee," hereafter called "Committee," composed of two members of the City Council, two members of the District Board. Three members shall constitute a quorum for the conducting of business. The Superintendent of the District and City Manager of the City shall be *ex officio* members of the Committee. 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 advisory to District and City, and shall discuss, consider and make recommendations to their respective legislative bodies concerning matters of mutual benefit, interest or concern. It is intended that the Committee shall have liberty to discuss any matter of mutual interest, concern and to make recommendations regarding appropriate or beneficial action to be undertaken by the District and City, or either of them. Additionally, the Committee may exercise policy review and oversight of any program or activity mutually agreed and assigned by the legislative bodies of the City and District.

C. Fiscal Matters. Any action or program recommended for mutual implementation or benefit which carries a financial cost or expense shall be referred for approval to the parties' respective legislative bodies for approval prior to implementation or incurring of any cost or expense. This limitation is not intended to require prior approval by the respective legislative bodies for incidental expenses necessarily incurred to accomplish meetings of the Committee, such as wages of Committee members and *ex officio* members required or asked to attend such meetings or functions of the Committee. Each party will be responsible for payment of regular participation expenses incurred by their own staff and/or committee members.

D. Reports to Legislative Bodies. The Committee shall periodically make reports of its activities and proceedings to the legislative bodies of each party, which reports may be in writing or in person as deemed appropriate or beneficial. Either party may request at any time a report from the Committee regarding any matter, proceeding or activity undertaken by the Committee.

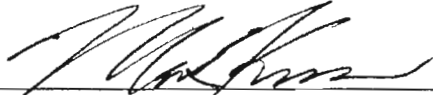
E. Cooperative Efforts. District and City agree and understand that each party is uniquely positioned and skilled to address particular issues affecting the community, but that the union of efforts will combine these skills to greater effect. To this end, the parties agree that their cooperative efforts 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 functions 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.

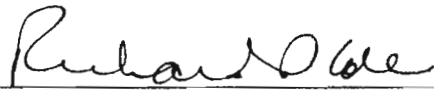
F. Supplemental Memoranda Regarding Specific Projects. This Memorandum of Understanding may be supplemented from time to time to append specific agreements regarding development and implementation of specific projects.

WHEREFORE, this Memorandum of Understanding is executed this 26<sup>th</sup> day of June, 2008.

**CITY OF SUNNYSIDE**

**SUNNYSIDE SCHOOL DISTRICT NO. 201**

By:   
Mark Kunkler  
Interim City Manager

By:   
Dr. Rick Cole  
Superintendent


ATTEST:

ATTEST:

  
Deborah A. Estrada, City Clerk

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APPROVED AS TO FORM:

  
Mark Kunkler, City Attorney