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PIERCE COUNTY, WASHINGTON

Return Address:

Dr. David Cupp
Executive Director, Student/Support Services
Franklin Pierce School District No. 402
315 129th Street South
Tacoma, WA 98444-5099

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HUMAN RESOURCES

INTERLOCAL AGREEMENT PIERCE COUNTY SCHOOL COALITION

This Interlocal Agreement is dated this 8th day of December, 2004, by and among the Bethel School District No. 403, the Franklin Pierce School District No. 402, the Orting School District No. 344, the Puyallup School District No. 3, and the White River School District No. 416 (collectively, the "Parties" or the "Coalition").

WHEREAS, the Coalition is comprised of a group of school districts located in Pierce County; and

WHEREAS, the Coalition has previously acted collectively and plans to continue to act collectively on matters more specifically defined herein; and

WHEREAS, the Coalition wishes to formally outline its mutual goals, the conditions and requirements for participating in the Coalition and for terminating membership in the Coalition, the allocation of fees among the members, and the operating procedures under which the Coalition will act; and

WHEREAS, the Parties enter into this Interlocal Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of setting forth the duties and responsibilities of the parties with regard to Coalition activities.

NOW THEREFORE, the Parties agree as follows:

I. Introduction and Mission Statement:

The members of the Coalition seek to work collaboratively on issues such as permitting, land use, planning, impact fees, public works, procurement, and school construction funding. Coalition members shall determine the issues and the work products.

II. Membership:

Any school district that wishes to become a member of the Coalition must indicate its intent to join the Coalition by September 1st of each school year. A district may join the Coalition at other times during the school year, but such a request is subject to the approval of the other Coalition members by a simple majority. The minimum term of membership is for one year. Any school district wishing to terminate its membership in the Coalition can do so by indicating its intent by September 1st of each school year.

III. Fees:

Membership fees for the Coalition will be established on a quarterly basis based on the prior school year's FTEs. Initially, districts will be assessed either a Two Thousand Dollar (\$2,000) or a One Thousand Dollars (\$1,000) base membership fee. The following districts will pay a \$2,000 quarterly base membership fee: Bethel School District, Franklin Pierce School District, Puyallup School District, and White River School District. The following district will pay a \$1,000 quarterly base membership fee: Orting School District. If a new district expresses a desire to join the Coalition, the Chair shall make a recommendation to the other Coalition members regarding the applicable quarterly base membership fee for the new district. The recommendation shall be subject to the vote of the majority of the Coalition members. Based on the Coalition's work program, it is anticipated that the Coalition will incur fees each quarter above the base fees. The fees above the base fees will be allocated on a quarterly basis according to each district's FTE for the prior school year as set forth in OSPI Form P-223. The base fee together with each district's FTE fee allocation shall be called the "membership fee." When a school district terminates its membership in the Coalition, that school district is not entitled to a refund of its membership fee or other contributions it has made to the Coalition.

IV. Operating Procedures:

A Meetings and Membership:

As appropriate, the Coalition will meet on a monthly basis. At the September business meeting, the members of the Coalition will determine the Coalition's membership for the upcoming year. The meetings to review and approve, if appropriate, the proposed budget shall be scheduled for the months of September, December, March, and June each year.

B. Representatives:

Each district will appoint a representative to the Coalition and shall advise the Coalition of the district's designee at the September meeting. The representative will receive copies of the Coalition's briefing materials, updates (including email updates), proposed work plans, proposed budgets, and billings for membership fees. A district can also choose to appoint more than one representative to the Coalition.

The representative should plan to attend the monthly Coalition work sessions. It is the representative's responsibility to report the Coalition's work projects and to request budget authorization from the appropriate individual in the district. The representative will be referred to in this Agreement as the "Coalition member."

C. Proposed Work Plan:

Prior to each year's September Coalition meeting, Coalition members will receive a proposed work plan for the first quarter of the school year (September to November). Each Coalition member is encouraged to discuss and to seek authorization from the appropriate individual in the district for the proposed work plan. Any district who would like to amend the scope of the work plan is encouraged to contact the Coalition's Legal Counsel prior to the Coalition meeting.

D. Review and Adoption of the Work Plan and Budget:

At the September Coalition meeting, Coalition members will be briefed regarding the work efforts for the past quarter (June to August). Coalition members will then discuss the proposed work plan for the first quarter of the school year (September to November). Based on the proposed work plan, the Coalition will then discuss the proposed budget accompanying the work plan. If a Coalition member needs additional time to consult with the appropriate individual in the district (due to changes that are made at the Coalition meeting), the process for adopting the budget can be extended or modified as needed. Otherwise, Coalition members will adopt or amend the quarterly budget at the September meeting. The action of the Coalition to adopt the budget is subject to a simple majority vote.

This work plan and budget process will be repeated at the December, March, and June meetings each year.

E. Selection of the Chair:

At the September business meeting, Coalition members will select a Chair by a simple majority vote. The Chair will assist in developing the work plan and will provide direction to Legal Counsel if unforeseen issues arise between Coalition meetings that require an immediate response. The Chair will also monitor the activities of the Coalition in relation to the Coalition's budget, and will monitor the acquisition of any real and personal property to be used by the Coalition.

F. Monthly Assessments:

In each subsequent month, Coalition members will meet and discuss the status of Coalition work projects. At the meetings, Coalition members are briefed and then are asked to provide direction to Legal Counsel regarding the work plan, strategic issues, and future courses of action.

G. Subgroups:

As appropriate, subgroups of Coalition members may be created to work on specific projects and then report back at future Coalition meetings.

H. Legal Counsel:

Between meetings and as appropriate, Coalition members will receive updates and requests for information from Legal Counsel by email, by memorandum, or by telephone.

I. Superintendents:

Superintendents (or their designees), if they do not serve as the district's representative to the Coalition, may be requested to participate in meetings with elected officials on behalf of the Coalition. Briefings of the Superintendents may also be scheduled on a quarterly or semi-annual basis as requested by the Coalition. The Coalition may also request written briefing materials on specific matters for the Superintendents and/or School Boards.

J. Review and Amendments:

Each June, Coalition members will review the work projects and the accomplishments for the prior school year. Coalition Members may also consider amendments to these operating procedures in September. If one hundred percent of the Coalition members concur, the operating procedures can also be amended at any time of the year.

V. General Terms:

A. This Interlocal Agreement shall be effective as to each Coalition member when the Board of Directors of that Coalition member has authorized the Superintendent to enter into the Interlocal Agreement by resolution, motion, or otherwise, and that Coalition member has executed the Interlocal Agreement. If any Coalition member fails to so approve this Interlocal Agreement, the Interlocal Agreement shall remain effective and in force for all members that otherwise complied with the necessary statutory requirements.

B. It is recognized that amendments to this Interlocal Agreement may become necessary, and such amendment shall become effective only when the Parties have executed a written addendum to this Interlocal Agreement.

VI. Rights to Other Parties:

It is understood and agreed that this Interlocal Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party.

VII. Governing Law and Filing:

- A. This Interlocal Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington.
- B. This Interlocal Agreement shall be filed with the Secretary of each District's Board of Directors and the Pierce County Auditor's Office.

VIII. Counterparts:

This Interlocal Agreement may be executed in one or more counterparts. When the Interlocal Agreement, or such counterparts, has been executed by one or more districts in accordance with the General Terms, it shall be binding on those districts, even though the districts may not have, at that time, signed a single Interlocal Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the date and year set forth above.

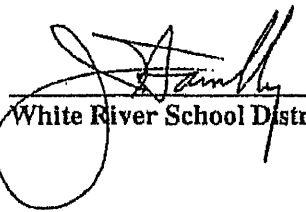

Bethel School District No. 403

Franklin Pierce School District No. 402

Orting School District No. 344

NOT AVAILABLE

Puyallup School District No. 3


White River School District No. 416

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