

INTERLOCAL AGREEMENT BETWEEN
CITY OF PROSSER AND THE PROSSER SCHOOL DISTRICT
REGARDING GANG PREVENTION SERVICES

This agreement is made and entered into this 28th day of July, 2009, by and between The City of Prosser, (City), a municipal corporation, and the Prosser School District, #116 (District), a municipal corporation;

WHEREAS, the City Council has determined that gang prevention is its number one short-term priority; and

WHEREAS, the District previously contracted with Ernie Chapin and Alex Santillanes for gang prevention services, but has determined it lacks adequate financial resources to contract for such gang prevention services for the 2009/2010 school year; and

WHEREAS, District's previous gang prevention program was aimed to help at risk youths; and

WHEREAS, any long-term success in reducing gang-related violence must be vested in prevention and intervention; and

WHEREAS, any immediate relief is necessary through the process of suppression, this can only be successful if on-going and comprehensive prevention and intervention efforts are being developed and implemented simultaneously; and

WHEREAS, the eventual success in addressing the problem of street gangs and the attendant violence will rest entirely on a long-term reduction in gang membership; and

WHEREAS, ultimate success of any program rests on the degree to which communities and families most affected by gang violence feel they are part of the solution, and have input in developing the best practices unique to their own situations

WHEREAS, any cooperation between the City and the District which encourages Prosser School District students to not join gangs benefits the City, not only, because of the cost savings from not having to investigate and prosecute additional criminal acts, but, more importantly, by greatly enhancing the quality of life for all Prosser citizens; and

WHEREAS, the City believes it is essential to the health, welfare, and safety of its citizens that it contract with Ernie Chapin and Alex Santillanes for gang prevention services within the District, and City has the funds to pay for such gang prevention activities; and

WHEREAS, the parties hereto are authorized by RCW 39.34.080 to enter into this agreement; and

WHEREAS, no separate entity will be created pursuant to this agreement; and

WHEREAS, no jointly-owned property will be acquired pursuant to this agreement;

NOW THEREFORE in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, the City and the District agree as follows:

1. **City's Duties.** The City agrees to contract with Ernie Chapin and Alex Santillanes for gang prevention services, within District's schools, in an amount not to exceed the sum of \$50,000 for the period from August 15, 2009 to July 15, 2010. Such gang prevention services shall be for the services listed on Exhibit "C" attached hereto and incorporated herein. In the event the City, acting in good faith, is unable to enter into contracts with Ernie Chapin and Alex Santillanes on or before August 15, 2009, then this agreement shall be null and void.
2. **District's Duties.** District agrees to provide access to all of its facilities to the City's contractors, Ernie Chapin and Alex Santillanes, as reasonably necessary for them to accomplish the services described in Exhibit "C". District shall provide, at no cost to City or its contractors, any of its facilities which are reasonably necessary for the City's contractors to accomplish the services listed in Exhibit "C". District shall provide information on students, student's parents, or faculty as reasonably necessary for the City's contractors to accomplish the services described in the attached Exhibit "C".
3. **Information sharing.** By entering into this Agreement, the City and District will obtain the benefit of information sharing concerning not only students and faculty, but also other confidential information.
4. **Confidentiality.** Both parties and the City's contractors shall use the information provided to it by the other under this agreement solely to accomplish the services as provided for in Exhibit "C" and for no other purpose without the prior written consent of other. In the event that either party receives a public records request for documents to which this confidentiality clause may apply, then it shall coordinate with the other in an effort to mutually agree upon whether the information should be disseminated. If the parties are unable to agree, the releasing party will provide the other at least ten (10) business days in order to allow the other to seek judicial review as provided under the Public Records Act.
5. **Administrator.** The City will act as the administrator of this agreement.
6. **Agency.** This agreement will not result in a separate agency or partnership being created.
7. **Property.** This agreement will not result in the acquisition of property.
8. **Indemnification.** Each party hereby releases and agrees to indemnify, hold harmless and defend the other, and its directors, officers, agents, employees, and volunteers, on account of all damages or claims for damages, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the sole negligence or

intentional misconduct of the other party, or its directors, officers, agents, employees, or volunteers.

Each party specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51, RCW. Further, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts; provided that each party's waiver of immunity by the provisions of this paragraph extend only to claims against the negligent party by the non-negligent party, and does not include, or extend to, any claims by the negligent party's employees directly against the negligent party. The parties have mutually negotiated this waiver. The provisions of this paragraph survive the expiration or termination of this Agreement.

9. **Insurance.** Each party shall secure, and continuously carry in effect, with an insurance company or companies reasonably acceptable to the other, the following insurance policies:

Each party shall maintain insurance for bodily injury and property damage. Such insurance shall include: provisions or endorsements naming the other party and its elected officials, officers, agents, employees, and volunteers as additional insureds; provisions that such insurance is primary insurance with respect to the interest of each party, and that any insurance maintained by the party is excess and not contributory insurance with insurance required hereunder; and provisions or endorsements to include broad-form comprehensive liability and blanket contractual liability. Initial limits of liability for all requirements under this paragraph shall be \$1,000,000 each occurrence and \$2,000,000 general aggregate.

All insurance policies required hereunder shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to the other party. Each party shall provide the other with a Certificate of Liability Insurance naming the other, and its elected officials, officers, agents, employees, and volunteers as additional insureds. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which may have under any such insurance policies.

10. **Termination.** This agreement shall commence on August 15, 2009, and terminate on July 15, 2010.
11. **Laws Governing/Venue.** The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this agreement shall be brought in Benton County Superior Court.
12. **Modification.** This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement shall be executed in duplicate originals. One original shall go to each party.

13. **Nondiscrimination.** In the performance of this agreement, the parties shall, at all times, comply with any and all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.
14. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
15. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
16. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
17. **Entire Agreement.** This Agreement, and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
18. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
19. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorneys' fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
20. **Evidence of Authority.** This agreement shall be executed in duplicate originals. Upon execution of this Agreement, City shall provide School and School shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (District).

21. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To School:

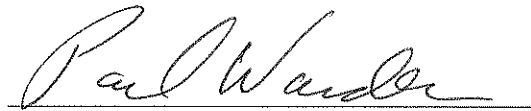
Prosser School District
1126 Meade Ave, Ste A
Prosser, WA 99350

To City:

City of Prosser
601 7th Street
Prosser, WA 99350

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

City of Prosser by:



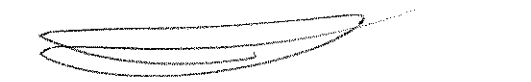
Mayor

Attest:



City Clerk

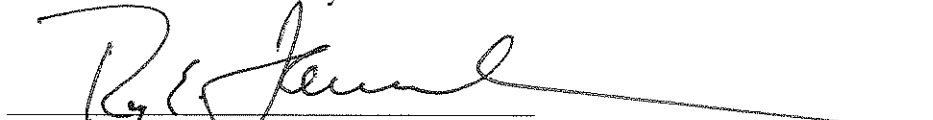
Approved as to form:



City Attorney

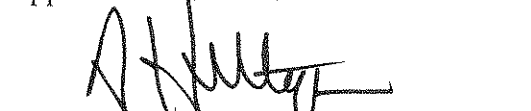
Date:

Prosser School District by:



Superintendent

Approved as to form:



School District Attorney

EXHIBIT A

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 09-1285**

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PROSSER APPROVING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PROSSER AND THE PROSSER SCHOOL DISTRICT
REGARDING GANG PREVENTION SERVICES**

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Interlocal Agreement regarding Gang Prevention Services, City of Prosser – Prosser School District, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Once fully executed the City Clerk shall record a certified copy of the Interlocal Agreement with the Benton County Clerk or list the agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 28th day of July, 2009.

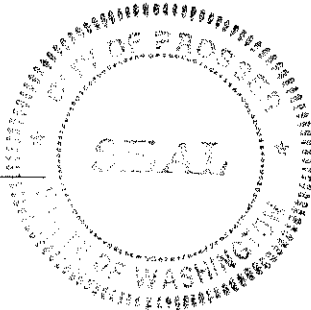


MAYOR PAUL WARDEN


ATTEST:



CITY CLERK



APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT B

Board Meeting Minutes – August 4, 2009

Craig Reynolds said the July 21, 2009 minutes reflected the budget study session was scheduled for July 17, 2009. He would like the minutes to reflect a corrected date of July 27, 2009.

Contracts/Agreements:

1. 2009/2010 Apollo Sheet Metal Agreement:

This item was removed from the consent agenda.

2. 2009/2010 Grandview Auto Class Interdistrict Cooperative Educational Service:

Grandview School District provides auto classes to Prosser High School students. There is no cost to the district. Grandview and Prosser share FTE's. Grandview claims .33 FTE and Prosser claims .67 FTE.

3. 2009/2010 Benton Franklin Juvenile Justice Center Contract:

Benton Franklin Juvenile Justice Center provides outreach services, family counseling, assessment and treat referrals, monitoring of petitions, and other services as needed. Fee for the 2009/2010 school is \$7,870, with funding provided through the General Fund Superintendent's Office budget.

Volunteer Coaches

Kevin Gilman has completed the paperwork to be a volunteer coach for the Prosser School District.

VOUCHERS:

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the board.

General Fund vouchers 6012 through 6015 in the amount of \$15,278.26

General Fund vouchers 2727 through 2797 in the amount of \$99,179.01

Motion by Bill Starkey, seconded by Kay Brader and motion carried to approve the accounts payable vouchers for August 7, 2009.

ACTION ITEMS:

Interlocal Agreement with City of Prosser: Gang Intervention Services

At the July 21, 2009 regular board meeting the board discussed the impending agreement with the City of Prosser to fund Alex Santillanes and Ernie Chapin for continued gang intervention services to the school district. The board requested some minor changes to the language which has been completed.

At the regular meeting of the Prosser City Council on July 28, 2009 the city council approved the agreement to fund Alex Santillanes and Ernie Chapin for the 2009/2010 school year. The attached agreement includes all changes. This agreement has been reviewed and approved by the school district's attorney and insurance carrier.

Board Meeting Minutes – August 4, 2009

Motion by Kay Brader, seconded by Bill Starkey and motion carried to approve the interlocal agreement for gang intervention services with the City of Prosser for the 2009/2010 school year and request the superintendent send the city council a letter of appreciation for their partnership with this ongoing challenge for our community.

State and Federal Program Application Approval

Mary Snitily said the state and federal program budgets for Title I Regular, Title I Migrant, Title I Summer School, Title II, Teacher Quality, Learning Assistance Program, and Bilingual programs, Highly Capable, Math and Science Coaching Demonstration Program, Title II Education Technology, E2T2 Peer Coaching, and Title III LEP require approval by our Board of Directors. A list of programs and allocations is available for your information. Budgets were prepared in collaboration with building principals. The iGrants web applications and budgets for 2009-2010, detail the staffing for all categorical programs and the discretionary funds available to support building school improvement goals.

Applications were completed electronically and have been forwarded to OSPI for the approval process. Assurance pages have been signed and kept on file at the curriculum technology office.

Motion by Bill Starkey, seconded by Kay Brader and motion carried to approve the State and Federal program applications and budgets.

Educational Support Personnel of Prosser Contract Ratification

Craig Reynolds said the Educational Support Personnel of Prosser and the Prosser School District completed contract negotiations with a tentative agreement on July 20, 2009 pending ratification by the school board and Education Support Personnel of Prosser.

Items in agreement are:

1. One additional personal day for an annual total of three days. One day per year can be carried over.
2. Longevity pay will be suspended for the 2009-2010 school year.
3. The current 2008-09 salary schedule will remain in force for the 2009-10 school year.
4. Insurance benefits and Health Care Authority “carve out” as provided in the current contract.

Motion by Kay Brader, seconded by Bill Starkey and motion carried to approve the agreement items listed commencing September 1, 2009 to August 31, 2010 for the Educational Support Personnel of Prosser contract

Policy No. 6213: Reimbursement for Travel Expenses – FIRST READING

Craig Reynolds said he discussed with the board about changing the travel policy to reflect per diem meal reimbursements in lieu of actual expenses. The per diem rates as of October 1, 2008 were included.

The policy is being presented at the August 4, 2009 board meeting for the first reading. The policy will be returned to the August 18, 2009 board meeting for approval of second and final reading. The policy is being renumbered, previous policy was No. 5341, and includes updated language.

Exhibit "C"

Objective #1 Parents

1. Provide monthly leadership training sessions for Prosser School District Parents as a home/school intervention process.
2. Establish a strong leadership core of parents who would motivate other parents to become leaders.

Objective #2 Prosser Alternative High School

1. Focus on students that are at a high risk of gang involvement and possibility of dropping out of high school.
2. Provide session on self-esteem, academic achievement, empowerment of choices and other related subjects.

Objective #3 Intervention Specialist

1. Provide hands on training working with parents of gang-involved students.
2. Home visit techniques: observation, resources, avoiding dangers encounters and establishing a strong family relationship.

Objective #4 Prosser School District – Intervention Team

1. Continue attending Intervention Team Meetings as a resource people, assessing positive outcomes and areas of improvement.
2. Assist school principal and intervention staff with their school building intervention plan.

Objective #5 Prosser School District – Administration Team

1. Continue being a resource provider and a collaborator to the Superintendent and the training consultant.
2. Assist in planning, implementation and evaluation on the outcome of the objective in reducing gang involvement by Prosser School District Students and the empowerment of parents.

Objective #6 All Prosser Schools

1. Training for classified staff, bus drivers, parents, teachers, and students on choices, motivation, problem solving goal setting, and classroom management.