

**GANG PREVENTION AND INTERVENTION AGREEMENT**

THIS AGREEMENT is made and entered into by and between EDUCATIONAL SERVICE DISTRICT 105, herein after referred to as "ESD 105" and the CITY OF SUNNYSIDE herein after referred to as "City".

WHEREAS, ESD 105 receives local funding from Yakima County for the purpose of providing gang prevention and intervention services;

WHEREAS, the City can provide these services in the Sunnyside community;

ESD 105 and the City HEREBY AGREE to the following terms and conditions:

1. TERM OF AGREEMENT

This agreement shall be effective September 23, 2013 to December 31, 2013.

2. DUTIES OF THE CITY

The City agrees to provide gang prevention and intervention services, according to the following provisions:

1. Participating in the multi-disciplinary Community Task Force.
2. Participation in the GFI Steering Committee.
3. Outreach services to include screening and referral.
4. Coordination of resources to help meet the needs of identified youth.
5. Meet with students, their families, school counselors, probation counselors and other agencies to develop bridges to communication for youth and families.
6. Provide monthly reporting as required.

The City agrees to follow all applicable state and federal statutes and regulations.

The City certifies that persons responsible for this agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any federal department or agency.

The City agrees to submit monthly invoice(s), for the above activities including the warrant number(s), date(s) of payment, payee(s) and amount(s) using the attached "Request For Reimbursement Form", or a transaction recap report.

All items shall be received and services rendered by midnight December 31, 2013. The ESD shall not be responsible for any Invoices received after January 13, 2014.

The City agrees to hold ESD 105 harmless from all liabilities resulting from the above-described activities and further assumes responsibility for any future audit exceptions due to the use of these funds.

3. DUTIES OF ESD 105

ESD 105 agrees to reimburse the city actual costs up to \$13,500.00 for the services described above.

If additional funding becomes available, it may be added to this contract. All other terms and conditions of the contract remain in effect.

This agreement shall terminate and be null and void to the extent funds which are anticipated to be made available to ESD 105 for the purposes of this agreement are not made available to ESD 105 for any reason whatsoever.

4. DISPUTES

Any dispute, claims or grievance arising out of or relating to the interpretation or application of this agreement may be submitted to binding arbitration upon the request of either party. The matter shall then be submitted to a neutral arbitrator who shall be designated by written agreement between the Superintendent of ESD 105 and the City Manager.

5. WAIVER AND SEVERABILITY

No provision of this agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the agreement which can be given effect without the invalid terms, condition of application; to this end the terms and conditions of this agreement are declared severable.

The parties acknowledge that they have read and understand this agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with the mutual consent of the parties.

EDUCATIONAL SERVICE DISTRICT 105

CITY OF SUNNYSIDE

BY [Signature]
(SUPERINTENDENT)

BY [Signature]
(CITY MANAGER)

DATE 9/30/13

DATE 9/24/13

CITY CONTRACT NO: A-2013-72
RESOLUTION NO: N/A
COUNCIL MTG: 9/23/13

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