



RESOLUTION 2013 - 75

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SUNNYSIDE, WASHINGTON,
APPROVING AN AGREEMENT WITH MERIT RESOURCE SERVICES
FOR GANG INTERVENTION SERVICES**

WHEREAS, the City of Sunnyside and MERIT Resource Services have negotiated an Agreement for the remainder of the 2013 year; and

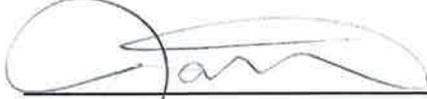
WHEREAS, the City Council of the City of Sunnyside and MERIT Resource Services have found and determined that Gang Intervention Services are in the best interests of residents of the City of Sunnyside, and will promote the general health, safety and welfare, and that such Agreement should continue.

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

SECTION 1. That the Agreement for Intervention Services with MERIT Resource Services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, 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. That this Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 14th day of October, 2013.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

Gang Prevention and Intervention Agreement

THIS AGREEMENT is made and entered into by and between the CITY OF SUNNYSIDE herein referred to as "CITY" and MERIT RESOURCES herein referred to as "MERIT".

WHEREAS, the CITY receives local funding from Educational Service District 105 for the purpose of gang prevention and intervention services;

WHEREAS, MERIT can provide these services to the Sunnyside Community;

The CITY and MERIT HEREBY AGREE to the following terms and conditions:

1. TERM OF AGREEMENT

This agreement shall be effective October 14, 2013 to December 31, 2013.

2. DUTIES OF MERIT

MERIT agrees to provide a Student Assistance Professional for the position of Gang Outreach Specialist.

Services rendered to the CITY include:

1. Identify and Case Manage youth involved in or at high risk for gang involvement.
2. Conduct Intake and WARNS screening for identified youth. (Minimum of 10 students).
3. Referral to appropriate services as identified in the intake/screening process.
4. Complete required monthly reporting for the GRIP Project.
5. Attendance at weekly Resource Management Teams and bi-monthly meetings of the Community Task Force.
6. Attendance at monthly Coalition Meeting and Gang Free Initiative Meeting.
7. Participation in Community outreach seminars on gang prevention.

MERIT shall provide a general liability policy of at least \$1,000,000 for coverage of the following areas of risk: combined single limit bodily injury, property damage, comprehensive general liability and professional liability. CITY shall be named as an additional insured and MERIT shall provide a certificate of coverage for such insurance prior to the commencement of this contract, and upon each renewal of such policy.

MERIT agrees to follow all applicable state and federal statutes and regulations.

MERIT 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.

MERIT agrees to submit monthly invoices for the above activities including the number of individuals served, forums provided, dates and number of meetings attended.

EXHIBIT "A"

All services shall be rendered by midnight December 31, 2013. The CITY shall not be responsible for any invoices received after January 6, 2014.

MERIT agrees to defend, indemnify and hold the CITY harmless from all liabilities resulting from the above referenced activities.

In performing services under this agreement, MERIT is an independent contractor, and nothing herein is to be construed as establishing an employer-employee relationship. Each organization is responsible and liable only for the actions of their respective employees. The two contracting organizations agree that all work shall be performed in accordance with the highest professional standards.

3. DUTIES OF THE CITY

This agreement is for 192 hours of services. The rate per hour for an Outreach Worker is \$60.00 per hour. Total amount for said period is \$11,520.00 of which the CITY agrees to reimburse MERIT \$5,760.00. MERIT will match the remaining \$5,760.00. The total amount of this contract is \$5,760.00, and shall be submitted to MERIT based on actual hours worked.

The City will make the intervention specialist available each third Wednesday of the month for a mandatory MERIT employee meeting from 12:00 p.m. – 2:00 p.m.

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

4. DISPUTES

Any dispute, claims or grievances 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 arbiter who shall be designated by written agreement between the Director of MERIT 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 waiver of a breach thereof as to a particular transaction 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 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 thereof in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties

EXHIBIT "A"

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.

Either party may terminate this agreement following thirty (30) days written notice to the other party, delivered to the other party, or mailed to the other party.

MERIT RESOURCES

CITY OF SUNNYSIDE

BY _____

BY _____

(DIRECTOR)

(CITY MANAGER)

DATE _____

DATE _____