

 ORIGINAL

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

WHEREAS, the City of Sunnyside has previously entered into an agreement with MERIT; and

WHEREAS, the City wishes to provide funding for gang prevention and intervention; and

WHEREAS, MERIT has the expertise, manpower and desire to provide gang intervention and prevention services in the City; and

WHEREAS, the City Council finds and determines that approval of such Agreement is in the best interests of residents of the City of Sunnyside.

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

SECTION 1. That the "Gang Prevention and Intervention Agreement", 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 and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 15th day of December, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, consisting of a large initial 'K' followed by a series of loops and a long horizontal stroke.

KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

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 has budgeted certain funds for the purpose of gang resistance and intervention services; and

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

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

1. TERM OF AGREEMENT

This agreement shall be effective January 1, 2015 to December 31, 2015.

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 Screening for identified youth. (Minimum of 15 students.)
3. Referral to appropriate services as identified in the intake/screening process.
4. Complete required reporting projects as outline by the GFI committee.
5. Attend weekly Resource Management Teams, the monthly Gang Free Initiative Meeting, and the monthly Sunnyside United-Unidos meeting.
6. Attend training as approved by the City, to include registration fees and travel expenses.
7. Provide Outreach Worker supervision, direction, and oversight.

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, 2015. The CITY shall not be responsible for any invoices received after January 8, 2016.

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

The City agrees to reimburse MERIT up to \$35,000 for performing the gang prevention and intervention services as described above. The billable rate for an Outreach Worker is \$60.00 per hour, of which the City will pay one half (1/2). MERIT will match the remaining one half (1/2). The total amount of this contract is not to exceed \$35,000. Merit shall invoice the City based on actual hours of service provided on a monthly basis.

4. TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

5. 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.

6. 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.

MERIT RESOURCES

CITY OF SUNNYSIDE

BY _____

BY _____

(DIRECTOR)

(CITY MANAGER)

DATE _____

DATE _____