

ORIGINAL

RESOLUTION 2011 - 15

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
THE CITY MANAGER TO SIGN AN AGREEMENT WITH
SUNNYSIDE'S PROMISE**

WHEREAS, the City of Sunnyside together with Sunnyside School District and Sunnyside Community Hospital agreed to provide funding to Sunnyside's Promise to allow Sunnyside's Promise (hereinafter "Promise") to continue vital work in helping to reduce drug, gang, crime and other undesirable activity impacting the youth and community in Sunnyside; and

WHEREAS, the City has historically provided recreational services and programs for youth within the City; and

WHEREAS, the City Council in public hearings and in appearances by citizens at Council meetings has heard testimony concerning gang activity, gang violence and related crimes and their seriously adverse impact upon the health, safety and welfare of residents of the City; and

WHEREAS, Promise is a Washington nonprofit corporation and by Resolution No. 2003-40, adopted by the City Council on May 5, 2003, was recognized by the City as the City's Official Comprehensive Youth and Family Resources Coordinating Agency; and

WHEREAS, Promise is recognized by residents of the City for its afterschool, gang diversion and youth recreational programs, including but not limited to Juvenile Rehabilitation Administration (youth referrals for gang activity to caseworkers for mentoring, counseling and other diversion), Lucky 7 Bike Program (anti-gang program coordinated and supported by Promise that involves youth

assembling and repairing donated bikes under adult supervision for use and benefit of participants), soccer fields (coordination, support and development of soccer leagues and fields at City's Law and Justice Center), Community Center (operation of City's Community Center providing youth activities and a safe place for youth after school and in the evenings), AmeriCorps Vista (CEDO AmeriCorp Vista program providing volunteer services to Promise and the community) and administration of grant from Children's Justice Task Force (assistance to victims of minor sex trafficking) and like programs serving the youth of the City [hereinafter referred to collectively as "Youth Programs"].

WHEREAS, Promise has been successful in applying for and receiving grants for Youth Programs; and

WHEREAS, the City lacks funding resources for a comprehensive recreational and diversion program to address gang activity and violence and youth crimes; and

WHEREAS, the City recognizes that the Youth Programs supported, coordinated and operated by Promise are a needed means of addressing gang activity and violence and related crime in addition to law enforcement; and

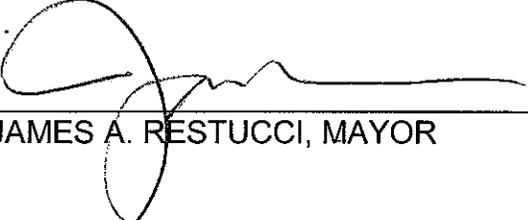
WHEREAS, Promise is in need of funding for its Youth Programs and the City finds that it is in the best interest of the City and the health, safety and welfare of the City's residents that Promise's Youth Programs continue;

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

SECTION 1. That the Sunnyside City Council hereby authorizes the City Manager to sign the attached Exhibit "A" Agreement with Sunnyside's Promise to provide \$50,000.00 of funding during calendar year 2011 as more fully detailed in the attached Exhibit "A."

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

PASSED THIS 28th DAY OF March, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

AGREEMENT
by and between the
CITY of Sunnyside, Washington
and
Sunnyside's Promise

THIS AGREEMENT, is made and entered into this ____ day of _____, 2011, by and between the CITY OF SUNNYSIDE, a Washington municipal corporation (herein called "CITY"), and SUNNYSIDE'S PROMISE (herein called "PROMISE"), a Washington nonprofit corporation.

WITNESSETH:

WHEREAS, the CITY is a code city organized under the laws of the State of Washington; and

WHEREAS, the CITY has historically provided recreational services and programs for youth within the City; and

WHEREAS, the CITY Council in public hearings and in appearances by citizens at Council meetings has heard testimony concerning gang activity, gang violence and related crimes and their seriously adverse impact upon the health, safety and welfare of residents of the CITY; and

WHEREAS, PROMISE is a Washington nonprofit corporation and by Resolution No. 2003-40, adopted by the CITY Council on May 5, 2003, was recognized by the CITY as the City's Official Comprehensive Youth and Family Resources Coordinating Agency; and

WHEREAS, PROMISE is recognized by residents of the CITY for its afterschool, gang diversion and youth recreational programs, including but not limited to Juvenile Rehabilitation Administration (youth referrals for gang activity to caseworkers for mentoring, counseling and other diversion), Lucky 7 Bike Program (anti-gang program coordinated and supported by PROMISE that involves youth assembling and repairing donated bikes under adult supervision for use and benefit of participants), soccer fields (coordination, support and development of soccer leagues and fields at CITY'S Law and Justice Center), Community Center (operation of CITY'S Community Center providing youth activities and a safe place for youth after school and in the evenings), AmeriCorps Vista (CEDO AmeriCorp Vista program providing volunteer services to Promise and the community) and administration of grant from Children's Justice Task Force (assistance to victims of minor sex trafficking) and like programs serving the youth of the CITY [hereinafter referred to collectively as "YOUTH PROGRAMS"].

EXHIBIT "A"

WHEREAS, Promise has been successful in applying for and receiving grants for YOUTH PROGRAMS; and

WHEREAS, the CITY lacks funding resources for a comprehensive recreational and diversion program to address gang activity and violence and youth crimes; and

WHEREAS, the CITY recognizes that the YOUTH PROGRAMS supported, coordinated and operated by PROMISE are a needed means of addressing gang activity and violence and related crime in addition to law enforcement; and

WHEREAS, PROMISE is in need of funding for its YOUTH PROGRAMS and the CITY finds that it is in the best interest of the CITY and the health, safety and welfare of the CITY'S residents that PROMISE'S YOUTH PROGRAMS continue;

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of CITY.

The CITY will provide the following funds to PROMISE for the purpose of PROMISE continuing its YOUTH PROGRAMS and for grant writing to obtain additional grants and to procure additional funding sources to continue and expand its YOUTH PROGRAMS within the CITY. The funds shall be disbursed to PROMISE as follows:

<u>Date</u>	<u>Amount</u>
03/31/2011	\$12,500.00
04/30/2011	4,166.67
05/31/2011	4,166.67
06/30/2011	4,166.67
07/31/2011	4,166.67
08/31/2011	4,166.67
09/30/2011	4,166.67
10/31/2011	4,166.66
11/30/2011	4,166.66
12/31/2011	<u>4,166.66</u>
TOTAL	\$50,000.00

2. Responsibilities of PROMISE.

PROMISE agrees to continue its support, coordination and operation of its YOUTH PROGRAMS within the CITY and shall use its best efforts in grant writing to obtain additional grants and to procure additional funding sources to continue and expand its YOUTH PROGRAMS within the CITY.

3. Term of Agreement.

EXHIBIT "A"

Unless terminated in accordance with the provision below, the term of this Agreement shall commence on the date that this Agreement is executed by the party last party to sign following approval by the CITY'S Council and terminating at midnight December 31, 2011. In the event the CITY determines that PROMISE is not carrying out its responsibilities pursuant to this Agreement, the CITY shall provide PROMISE with written notice specifying the nature and extent of PROMISE'S failure to comply with its responsibilities under this Agreement. If PROMISE does not cure its failure to carry out its responsibilities within thirty (30) days from PROMISE'S receipt of such written notice, this Agreement shall be terminated without further notice and all further responsibility of the CITY to provide funding to PROMISE as provided herein shall cease, and any funds received by PROMISE that have not been obligated shall be refunded to the CITY.

4. Assignment.

PROMISE shall not assign this Agreement or the rights or obligations hereunder, without the prior written consent of the CITY.

5. Liability Insurance.

On or before the effective date of this Agreement, PROMISE shall provide the CITY with a Certificate of Insurance naming the City of Sunnyside as an Additional Insured, on a policy of liability insurance in the amount of Three Million Dollars (\$3,000,000.00), that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name PROMISE and the CITY and their officers, elected officials, agents and employees as Additional Insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY ten (10) days prior written notice. The insurance shall be with a responsible insurance company or companies, and a copy of all such policies shall be filed with the CITY.

6. Reports.

On or before the following dates during the term of this Agreement, PROMISE shall deliver to the CITY a written report describing in reasonable detail for the prior period during the term of this Agreement, the YOUTH PROGRAMS supported, coordinated and operated by PROMISE: June 30, 2011, September 30, 2011 and December 31, 2011. Included in such reports will be statistical and other data sufficient to allow the CITY to ascertain the efficacy of the YOUTH PROGRAMS addressing gang activity and violence and youth crime, demographic information regarding youth served, and an evaluation by service recipients regarding the quality and quantity of service delivery and other such data as the CITY deems helpful in allowing the CITY to determine the effectiveness of PROMISE'S YOUTH PROGRAMS. Along with such reports, PROMISE shall provide to the CITY copies of (a) any grant applications submitted by PROMISE during the term of this Agreement for the YOUTH PROGRAMS and (b) any reports or information required

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during the term of this Agreement to be provided by PROMISE to grant and funding sources for the YOUTH PROGRAMS.

7. Non-Discrimination.

During the performance of this Agreement, PROMISE shall not discriminate on the basis of race, creed, color, national origin, religion, marital status, age, or the presence of any sensory, mental, or physical disability. This nondiscrimination provision shall include, but not be limited to, the following:

- A. Certifications by PROMISE: PROMISE, by signature below, certifies and agrees to the above non-discrimination clause, and with regard to all operations and services offered and sponsored, agrees and certifies that it will comply with the following:
 - i. Title VI of the Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal financial assistance.
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended: No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds (29.U.S.O 794).
 - iii. Section 109 of the Housing and Community Development Act of 1974, as amended: No person shall, on the grounds of race, color, or national origin, be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - iv. Age Discrimination Act of 1975, as amended: No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance (42 U.S.C. 610 et seq.).
 - v. Title IX of the Education Amendments of 1972 to the 1964 Civil Rights Act.
- B. Operations and non-discrimination. PROMISE will comply with the nondiscrimination provisions above in the YOUTH PROGRAMS

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supported, coordinated or operated by PROMISE, including but limited to, the following:

- i. The benefits or services provided by the PROMISE.
- ii. The rules, regulations, and/or practices established by the PROMISE; and
- iii. The employment practices of PROMISE, including but limited to, employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, compensation, and selection for training.

8. Independent Contractor.

It is agreed and understood that PROMISE is an independent contractor and not a joint venturer with or employee or agent of the CITY.

9. Governing Law.

This Agreement shall be governed and construed in accordance with the law of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Yakima County, Washington.

10. Severability and Validity.

If this Agreement or any portion of this Agreement, or its application to any party or circumstances, is invalid or declared invalid, the remainder of this Agreement or its application to the other party or circumstances shall not be affected. The parties shall have no liability of any nature to the other party or to any third party as a result of such invalidity or declaration of invalidity, except any enforceable rights or obligations accruing prior to such invalidity or declaration of invalidity.

WHEREFORE, this Agreement is deemed executed on the date first referenced above, being the date this Agreement was executed by the last party to sign.

CITY OF SUNNYSIDE

SUNNYSIDE'S PROMISE

Mark Gervasi, City Manager

Mark Baysinger, Executive Director

Date: _____, 2011

Date: _____, 2011

ATTEST:

EXHIBIT "A"

Deborah Estrada, City Clerk

APPROVED AS TO FORM:

Menke Jackson Beyer Ehlis & Harper, LLP
Attorneys for the City of Sunnyside