

ORIGINAL

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

WHEREAS, by Agreement dated February 22, 2010, (hereinafter "Agreement"), the City of Sunnyside (hereinafter "City"), entered into an Agreement for Sunnyside's Promise (hereinafter "Promise") to manage, operate and maintain the City's Community Center (hereinafter "Community Center"), as a community facility in order to meet the social, cultural, educational and recreational needs and desires of members of the public, all in accordance with the provisions, terms and conditions of the Agreement;

WHEREAS, the Community Center managed and operated by Promise provides social, cultural, educational and recreational programs for residents of the City, including but not limited to, youth activities and a safe place for youth after school and in the evenings;

WHEREAS, Promise lacks funding and resources to provide a coordinator for the Community Center and janitorial services to maintain the Community Center, which is necessary for its continued management, operation and maintenance; and

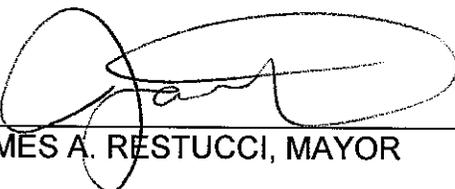
WHEREAS, continued operation of the Community Center by Promise is in the best interest of the City and the health, safety and welfare of the City's residents;

**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" Amendment of Agreement with Sunnyside's Promise modifying the Agreement and specifically providing \$36,092.97 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 11th DAY OF APRIL, 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

EXHIBIT "A"

**AMENDMENT OF
PARTNERSHIP AGREEMENT
between the
City of Sunnyside, Washington
and
Sunnyside's Promise**

THIS AMENDMENT, made this ___ day of April, 2011, amends that certain Partnership Agreement by and between the **CTY OF SUNNYSIDE**, a Washington municipal corporation (herein called "City"), and **SUNNYSIDE'S PROMISE** (herein called "Promise"), a nonprofit organization.

WITNESSETH:

WHEREAS, by Agreement dated February 22, 2010 (herein called "Agreement"), the parties entered into an Agreement for Promise to manage, operate and maintain the City's Community Center (herein called "Community Center"), as a community facility in order to meet the social, cultural, educational and recreational needs and desires of members of the public, all in accordance with the provisions, terms and conditions of the Agreement;

WHEREAS, the Community Center managed and operated by Promise provides social, cultural, educational and recreational programs for residents of the City, including but not limited to, youth activities and a safe place for youth after school and in the evenings;

WHEREAS, Promise lacks funding and resources to provide a coordinator for the Community Center and janitorial services to maintain the Community Center, which is necessary for its continued management, operation and maintenance; and

WHEREAS, continued operation of the Community Center by Promise is in the best interest of the City and the health, safety and welfare of the City's residents;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1, General Responsibilities of Promise, is amended to read as follows:

It is the intention of Promise to develop funding and services for the Community Center. Promise will seek grant opportunities to provide the means to fund the Community Center as well as bring valuable services to the community at large. It is Promise's intention to focus but not limit its efforts to bringing youth opportunities to the Community Center.

Promise shall manage, operate and maintain the Community Center consistent with City policies and with the general concepts of community action in order to meet the social, cultural, educational and recreational needs and desires of the community, and in such other fields as are consistent with this Agreement and the general uses of a nonprofit community facility. Promise will maintain the following minimum Community Center hours of operation: weekdays from 1:30 p.m. until 8:00 p.m., and Saturday from 10:00 a.m. until 6:00 p. m. (a minimum of 40.5 hours per week), or as such hours of operation may be modified with approval of the City Manager;

provided, however, that the Community Center may be closed on legal holidays. Promise, at its option, may also keep the Community Center open to serve the public during evening hours and weekends. On Sunday through Thursday, no event shall occur or continue past 11:00 p.m. On Friday's and Saturday's, no event shall occur or continue past 1:00 a.m.

Promise shall provide staffing personnel necessary and appropriate to insure the safety and security of the Community Center and program participants. Promise shall be responsible for obtaining, and for requiring tenants and licensees to obtain and provide to Promise, any necessary background checks of paid personnel and volunteers in accordance with applicable provisions of state law, including but not limited to, background checks of persons with unsupervised access to children or vulnerable persons (RCW 43.43.830 et seq.).

Promise shall, at its sole expense and cost, promptly pay all costs of administration, operation and staffing expenses, with exception of those services and expenses to be provided or paid by the City as specifically provided in this Agreement. All services provided by Promise under this Agreement shall be provided by persons employed by Promise or by independent contractors retained by Promise.

Promise agrees to perform the services contemplated by this Agreement in consideration of the community action benefits to be derived hereunder. Except as provided herein, the City shall have no obligation to pay Promise for such services. Any funds received by Promise from the City under this Agreement shall be used exclusively by Promise to provide the services contemplated by this Agreement.

2. Section 2, General Responsibilities of City, is amended to read as follows:

City will provide for IT technical assistance within the Community Center to troubleshoot third party vendor connection problems (phone, fiber optics or internet connectivity issues). The City shall provide the following services to the Community Center: all utilities at no cost to Promise. The City will cover the cost of local phone service, alarm, and internet connections for 2010 and 2011. City shall endeavor to provide facility maintenance and/or capital improvements anticipated and funded in the annual budget, except to the extent that funds have been re-appropriated by the Sunnyside City Council and specifically withheld for disbursement by the City Manager or his designee. Such appropriations involve the legislative prerogative of the City Council, and no assurance can be given that appropriated funds will be available in any particular year. In addition, the City will provide the following funds to Promise for the management, operation and maintenance of the Community Center:

<u>Date</u>	<u>Amount</u>
Date of Execution	\$1,899.63
04/30/2011	3,799.26
05/31/2011	3,799.26
06/30/2011	3,799.26
07/31/2011	3,799.26
08/31/2011	3,799.26
09/30/2011	3,799.26
10/31/2011	3,799.26
11/30/2011	3,799.26
12/31/2011	<u>3,799.26</u>
TOTAL	\$36,092.97

3. Section 3, Term of Agreement, is amended to read as follow:

Unless terminated in accordance with Section 23, the term of this Agreement shall be for a period of approximately three (3) years, commencing upon date of execution of this Agreement and terminating at midnight December 31, 2012; provided, however, that the parties may, by mutual agreement, extend this Agreement for an additional three-year term or terms. In the event Promise desires to extend such Agreement for any such additional term, it will so notify the City, in writing, at least six months prior to the day of termination. Either Promise or City may exercise the option of providing a written 30-day notice of termination from this agreement. In the event Promise is deemed by the City to be performing its responsibilities hereunder in a satisfactory manner, then consideration will be given by the City to such requested extension of the term of this Agreement.

4. Confirmation and Ratification of Agreement.

Except as amended herein, the Amended Agreement is hereby confirmed and ratified in all respects.

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

CITY OF SUNNYSIDE

SUNNYSIDE'S PROMISE

Mark Gervasi, City Manager

Mark Baysinger, Executive Director

ATTEST:

Deborah Estrada, City Clerk

APPROVED AS TO FORM:

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