

ORIGINAL

RESOLUTION 2009-13

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
PROJECT AGREEMENT NO. 1, CHOICES OVERSIGHT COMMITTEE
(Sunnyside School District No. 201)**

WHEREAS, the City Council of the City of Sunnyside has previously approved an agreement with Sunnyside School District No. 201 regarding formation and operation of the Choices Oversight Committee; and

WHEREAS, the City of Sunnyside and Sunnyside School District have negotiated an agreement called "Project Agreement No. 1" concerning development and operation of the "Choices Program," including acquisition, construction, maintenance and operation of the Choices Program facilities located on the campus of the Sunnyside Law & Justice Center; and

WHEREAS, the City Council finds and determines that approval of Project Agreement No. 1," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

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

SECTION 1. The agreement titled "Project Agreement No. 1," attached hereto and incorporated herein by reference, by and between the City of Sunnyside and Sunnyside School District No. 201, 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 23rd day of February, 2009.



PABLO GARCIA, MAYOR

ATTEST:


DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:


MARK A. KUNKLER, CITY ATTORNEY

**PROJECT AGREEMENT No.1
MEMORANDUM OF UNDERSTANDING
CHOICES OVERSIGHT COMMITTEE**

("CHOICES Program")

THE SUNNYSIDE SCHOOL DISTRICT and CITY OF SUNNYSIDE, having jointly formed the "Choices Oversight Committee" pursuant to Memorandum of Understanding, desire to enter into this Project Agreement No. 1 to set forth the terms and understanding of the parties regarding development and implementation of the "CHOICES PROGRAM."

1. **Description of Project.** The City of Sunnyside and Sunnyside School District have received a legislative appropriation in the amount of \$150,000 to assist with development of the "Choices Program." The Choices Program consists of an educational program designed and intended to serve eligible students who have been suspended or expelled from public educational facilities for criminal street gang activities or other comparable reasons. These students will be eligible to receive educational training through the Choices Program during the term of such suspension or expulsion, subject to parameters and terms established by the Sunnyside School District. The facilities housing the Choices Program consist of one facility constructed and located upon property of the City of Sunnyside Law & Justice Center campus.

The Choices Program is an intervention program designed and intended to teach and train its students to enable such students to be eligible to return to the Sunnyside High School.

2. **Responsibilities of School District.** The SUNNYSIDE SCHOOL DISTRICT will:

- (a) Purchase and construct, at and upon a site selected by the City of Sunnyside at its Law & Justice Center campus, a facility housing two classrooms, substantially in the form and size as shown on Exhibit "A" to this Project Agreement.
- (b) Manage, administer, and provide all necessary compensation for such management and administration, of the Choices Program.
- (c) Cooperate with the City of Sunnyside Police Department regarding provision of office space necessary or appropriate to accommodate and house one police officer or police staff employee.
- (d) School District will be responsible for payment of all utility costs and maintenance for operation of the facility.

3. Responsibilities of City of Sunnyside.
SUNNYSIDE will:

The CITY OF

- (a) Provide a site for location and operation of the facility at the Sunnyside Law & Justice Center campus, and enter into a ground lease with School District for such facility.
- (b) Prepare the site for placement of the facility at a location at the Sunnyside Law & Justice campus selected by the City of Sunnyside with cooperation by the School District.
- (c) City of Sunnyside will provide necessary water, sewer, telephone, internet and electrical utility hook-ups to the facility.
- (d) City of Sunnyside will provide necessary sidewalk access to the facility site, and will locate the facility so as to provide necessary parking spaces for the use of the modular.
- (e) City of Sunnyside will be responsible for payment and administration of all city employees assigned to any office space within the modular unit.

4. Joint Responsibilities. CITY OF SUNNYSIDE and SCHOOL DISTRICT will cooperate regarding designation of property insurance and liability insurance sufficient to cover the facilities and operations of the Choices Program. The parties will also cooperate and assist in securing grant funds or other funding sources for operation and maintenance of the Choices Program and program facilities, and in other ways identified by the Choices Oversight Committee pursuant to the Memorandum of Understanding.

Effective on the date executed by the last party to sign below.

SUNNYSIDE SCHOOL DISTRICT

CITY OF SUNNYSIDE

By: Richard Cole
Dr. Richard Cole
Superintendent

By: _____
Eric C. Swansen
City Manager

Date: 7/14/08

Date: _____

ATTEST:

ATTEST:

Deborah A. Estrada, City Clerk

