



City of Grand Island

Tuesday, March 26, 2002

Council Session

Item G13

#2002-79 - Approving Agreement with Nebraska Children and Families Foundation Relative to CYC Activities

For the last four years, the City has received a Family Preservation and Support grant to address issues identified by the community at two town hall meetings in 1995 and addressed by the Community Youth Council (CYC). The goals of the Grand Island Family Preservation program are to reduce racism, strengthen families and reduce gang activity, and reduce drug and alcohol use. In December, City staff submitted a proposed plan for calendar year 2002 and an application for funding to carry out these plans. Included in the request was the community wide youth initiative (It's About Kids!), youth leadership program, Career Fair, Community Connections (Neighborhood Associations) and minority learning center.

The City has received the agreement with the State for continuation funding for programming under the Family Preservation and Support Program. The agreement is for the time period of January 1, 2002 through December 31, 2002 and is in the amount of \$25,000. The CYC supports entering into an agreement with the State for receipt of the funding for the above mentioned programs.

Staff Contact:



LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

and

Community Youth Council, City of Grand Island

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereafter Foundation) and Community Youth Council, City of Grand Island. The Foundation hereby awards a grant to Community Youth Council, City of Grand Island in Hall County for the purposes of implementing family preservation and support services.

I. TERM

The term of this Agreement shall be for the period beginning January 1, 2002 through December 31, 2002. This grant is intended to fund efforts to continue to support the Community Youth Council (CYC) which provides ongoing programs to raise awareness of the community regarding the importance of supporting youth and families, youth leadership classes, community asset development programs, programs to encourage the growth and development of neighborhood organizations to improve family connections and a learning center for new immigrants.

II. SCOPE OF SERVICES

The Proposal, submitted to the Foundation by Cindy K. Johnson and David Springer on November 29, 2001, becomes part of this agreement.

III. PAYMENT PROVISIONS

Based on the approved budget, the Foundation agrees to pay Community Youth Council, City of Grand Island up to \$25,000.00 in which 50% of the total amount awarded will be paid upon the Foundation's receipt of this fully-executed original Letter of Agreement. The remaining 50% of the grant award will be paid upon the submission of a six-month progress report demonstrating satisfactory progress in meeting the goals and objectives outlined in the Proposal and a six-month Budget Expenditure Report. Our understanding is that these funds will be spent according to the approved budget. Any changes in this approved budget that exceed 15% of any line item, as well as any changes in key personnel, must be submitted in writing and approved in advance by the Foundation.

IV. REPORTING REQUIREMENTS

Community Youth Council, City of Grand Island agrees to submit Progress and Budget Expenditure Reports to the Foundation according to the following schedule:

<u>Report Name</u>	<u>Due On or Before</u>	<u>Covering the Period of</u>
Six-Month Progress Reports	July 31, 2002	January 1, 2002 - June 30, 2002
Six-Month Budget Expenditure Report	July 31, 2002	January 1, 2002 - June 30, 2002
Twelve-Month Progress Reports	January 31, 2003	July 1, 2002 - December 31, 2002
Twelve-Month Budget Expenditure Report	January 31, 2003	July 1, 2002 - December 31, 2002

Community Youth Council, City of Grand Island agrees to use the Results Mapping and Outcome Engineering Evaluation Tools and to submit appropriate evaluation reports as part of the six-month and twelve-month reports.

One (1) original copy of the Progress Report and one (1) original copy of the enclosed Budget Expenditure Report should be submitted to the Foundation office at 215 Centennial Mall South, Suite 417, Lincoln, NE 68508. One (1) copy of the Progress Report should be submitted to Barbara Jackson's office at University of Nebraska Medical Center, Department of Education and Child Development, 985450 Nebraska Medical Center, Omaha, NE 68198-5450.

V. FOUNDATION OBLIGATIONS

The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and Community Youth Council, City of Grand Island. The Foundation in connection with the grant will provide ongoing technical assistance and training on the Results Mapping and Outcome Engineering Evaluation Tools.

VI. TERMS AND CONDITIONS

6.1 INCORPORATION

All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth. It shall also be stated that Community Youth Council, City of Grand Island qualifies as a charitable organization under Section 501 (c)3 of the Internal Revenue Code or as a nonprofit organization whose mission and work is of a charitable nature or as a government sub-division.

6.2 GRANT FUNDS

All grant funds must be used only for the purposes described in this Agreement and substantially in accordance with the approved budget. The grant funds may not be expended for any other purpose without the Foundation's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to the Foundation. A request for a no cost time extension may be submitted to and must be approved by the Foundation prior to the end of the initial grant term.

6.3 GRANT REPORTING

If any report is not received in a timely manner, the Foundation may withhold further grant payments until the report is received, and may terminate the grant if the report is not received within thirty (30) days following the date on which it is due.

6.4 GRANT RECORD KEEPING

Although the grant funds need not be maintained in a separate bank account, such funds must be shown on the grantee's books for ease of reference and verification. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, must be kept for at least four years following completion of the grant term. The grantee's books and records shall be made available for the Foundation's inspection at reasonable times for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary concerning the grant.

6.5 FOUNDATION ACKNOWLEDGMENT

The Foundation requires all funded programs under contract to acknowledge and recognize the Nebraska Children and Families Foundation as a funding source. The Foundation requires and authorizes programs to use the Nebraska Children and Families Foundation logo on all printed materials including, but not limited to, letterhead, brochures, newsletters, etc. In addition, the Nebraska Children and Families Foundation must be acknowledged as a funding source in press releases, newspaper articles and in other applicable media sources. The Foundation will provide a limited supply of logo stickers for immediate use on printed materials. Additional stickers may be purchased through the Foundation office or the Foundation will provide the logo in camera-ready format. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.

6.6 INDEPENDENT CONTRACTOR

Community Youth Council, City of Grand Island is an independent contractor and therefore shall not be deemed employees of the Foundation for any purpose. Community Youth Council, City of Grand Island shall employ and direct such personnel as they require to perform its obligations under this agreement, shall exercise full authority over its personnel and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Agreement.

6.7 ASSIGNMENT AND DELEGATION

This Agreement is exclusive to the parties and shall not be assigned by Community Youth Council, City of Grand Island, nor may Community Youth Council, City of Grand Island delegate the performance of any duties under this Agreement, to any other person without the written consent of an authorized representative of the Foundation. Actual or attempted assignment or delegation by Community Youth Council, City of Grand Island without consent shall constitute a material breach of this Agreement.

6.8 AMENDMENTS

This Agreement may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

6.9 NOTICES

All notices given under the terms of this Agreement shall be in writing and sent by official certified mail (USPS, FedEx, UPS, etc.) to the other party at the address set forth on the signature page of this Agreement or to such other addresses as the parties shall designate in writing.

6.10 ENTIRE AGREEMENT

This written Agreement represents the entire agreement between the parties and any prior or contemporaneous representations, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.

6.11 TERMINATION

This Agreement may be terminated at any time upon the mutual written consent of the parties upon thirty (30) days written notice to the other party. The Foundation shall terminate this Agreement by written notice to Community Youth Council, City of Grand Island whenever it is deemed by the Foundation that Community Youth Council, City of Grand Island has failed to comply with the requirements of the Agreement. In the event of termination for cause, the Foundation may seek to recapture all or a portion of funds expended, in conformance with the legal rights and liabilities of the parties.

6.12 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Community Youth Council, City of Grand Island agrees and assures that it will comply with all Federal and State laws including those related to nondiscrimination and any regulations arising therefrom, in the conduct of its activities.

6.13 DRUG-FREE WORKPLACE POLICY

Community Youth Council, City of Grand Island assures the Foundation that they have and maintain a Drug-Free Workplace Policy and that it will provide the Foundation with a copy of the policy upon request by the Foundation.

6.14 CONFIDENTIALITY

Community Youth Council, City of Grand Island agrees that any and all information regarding individual consumers of services gathered in the performance of this Agreement, either independently or through the Foundation, shall be held in the strictest confidence and shall be released to no one other than the Foundation, without the prior written authorization of the Foundation, provided, that contrary Letter of Agreement provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentiality provision.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

FOR Community Youth Council, City of Grand Island:



Mary Jo Pankoke, Executive Director
Nebraska Children and Families Foundation

Cindy K. Johnson, Community Projects Director
Community Youth Council, City of Grand Island

RESOLUTION 2001-79

WHEREAS, the Nebraska Children and Families Foundation has recommended that the City of Grand Island be provided federal funds awarded to the State of Nebraska Department of Health and Human Services for implementation of family preservation and support services; and

WHEREAS, a Letter of Agreement between the Nebraska Children and Families Foundation, the State of Nebraska Department of Health and Human Services, and the City of Grand Island is required to set out the responsibilities of each party with respect to the use of funding for the implementation of such program; and

WHEREAS, the City Attorney's office has reviewed and approved such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

1. The Letter of Agreement between the Nebraska Children and Families Foundation, the State of Nebraska Department of Health and Human Services, and the City of Grand Island for the use of grant funds in the amount of \$25,000.00 to finance programs of family preservation and support services as outlined in the agreement is hereby approved.
2. The Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on March 26, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
March 22, 2002	? City Attorney