



# City of Grand Island

Tuesday, May 08, 2007

Council Session

## Item G6

**#2007-105 - Approving Consultant Contract for Nebraska  
Children and Families Foundation Grant**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development  
**Meeting:** May 8, 2007  
**Subject:** Consultant Agreement for NCFF Grant Coordination  
**Item #'s:** G-6  
**Presenter(s):** Joni Kuzma, Development Grants Specialist

## **Background**

In September 2006, the City of Grand Island received a \$20,189.40 Nebraska Children and Families Foundation grant for Community Prevention and Early Intervention System Development. For the past two years, the City has worked closely with the Coalition for Children, Nebraska Children and Families Foundation, and local human service agencies in organizing the Coalition and planning for the grant. The grant was awarded to fund a consultant to coordinate grant activities and will be a contracted position, similar to the Homeless Housing Study contract with consultant, Kay Payne.

A Request for Proposals to conduct the study was published in the Grand Island Independent on March 17 and 18, 2007 and a secondary distribution list provided to the City Clerk. Sealed proposals were due and opened in the City Clerk's office on March 26, 2007 at 4:00 p.m.

## **Discussion**

The consultant will help the Coalition coordinate Leadership Team learning opportunities (monthly/bi-monthly), create continued education opportunities for area service providers, improve the system of communication among service providers, address grant goals, and develop, enhance and sustain the logic model priority areas of the 2005 Service Array Assessment. Technology will be utilized to access and/or promote professional educational trainings and other resources through electronic communication, tele-video conferencing, and/or Grand Island Educational Television (GITV).

Anticipated outcomes will be shared leadership that has common vision and values, increased community collaboration as a result of shared training and education, and adequate community resources to sustain training and education. The ultimate goals are to:

- 1) effect systems change,
- 2) create a culture of collaboration, and
- 3) improve the quality of service to children and families in the community
- 4) decrease fragmentation of the current service system through improved communication
- 5) build community capacity to influence systems change through leadership development, and
- 6) coordinate education and relationship building.

Two proposals were received and an agreement negotiated with the consultant who received the top scoring review. At this time, it is staff recommendation that a one-year agreement, with the option of a two year extension, be awarded to Diann Muhlbach for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04. The remaining grant amount of \$744.36 will be used to pay for cell phone costs. The effective date of the agreement shall be May 11, 2007. The agreement may be extended for an additional two years (not to exceed a total of three years), depending on grant funding.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.
2. Disapprove or /Deny the consultant agreement.
3. Modify the consultant agreement to meet the wishes of the Council
4. Table the issue

### **Recommendation**

City Administration recommends that Council approve the consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.

### **Sample Motion**

Approve the consultant agreement with Diann Muhlbach to coordinate the grant and give approval for the Mayor to sign all related documents.

# **SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the City of Grand Island (hereinafter referred to as the City) and Diann Muhlbach (hereinafter referred to as the Consultant).

## **WITNESSES THAT:**

**WHEREAS**, the City and the Consultant are desirous of entering into an agreement to formalize their relationship and

**WHEREAS**, the City has been awarded NEBRASKA CHILDREN AND FAMILIES FOUNDATION funds for the purposes set forth herein, and

**WHEREAS**, the City is a partner with the Coalition for Children for purposes of this grant, and

**WHEREAS**, the Scope of Work included in this agreement is authorized as part of the City approved Coalition for Children program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local Coalition for Children program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

## **1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined the work activities described in the Scope of Work. (Attachment #1 to the agreement).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

## **2. Time of Performance**

The effective date of this agreement shall be May 11, 2007. The termination date of the agreement shall be one month following submission of the final Nebraska Children and Families Foundation report or at a time mutually agreed to by the parties. An addendum to this contract shall be executed in the event of an extension to the contract term.

## **3. Consideration**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the awarded sum in the active grant period. Reimbursement under this agreement shall be based on billing statements

submitted by the Consultant for services provided, according to the required City Council cut-off dates for submission of bills.

It is also understood that this agreement is funded in part or in whole with funds through the Nebraska Children and Families Foundation and is subject to those regulations and restrictions normally associated with their programs and any other requirements that they may prescribe.

#### **4. Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City or the Coalition may prescribe. In general such records will include information pertaining to the agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards, (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of three years after the final audit of the City project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Coalition, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

#### **5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

#### **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this agreement the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this agreement in the manner specified herein:

- a. **Suspension** If the Consultant fails to comply with the terms and conditions of this agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this agreement, the City may suspend the agreement effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this agreement. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the agreement except:
  - (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City in accordance with the percentage of the work completed.

b. **Termination for Cause** If the Consultant fails to comply with the terms and conditions of this agreement and any of the following conditions exist;

- (1) The lack of compliance with provisions of this agreement are of such scope and nature that the City deems continuation of the agreement to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, the City may terminate this agreement in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds** The agreement may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, the portion to be terminated.
- (2) If the funds allocated by the City via this agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- (4) The City may terminate this agreement at any time giving at least 10 days notice in writing to the Consultant. If the agreement is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon the City and the Consultant, shall be incorporated in written amendments to this agreement.

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be the full responsibility of the Consultant, subject to each provision of this agreement.

## **9. Assignability**

The Consultant shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or novation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of such assignment or transfer shall be furnished promptly to the City.

## **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

## **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

## **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Consultant.

### **13. Compliance with Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement.

### **14. Executive Order 11246 (APPLICABLE TO CONSTRUCTION AGREEMENTORS ONLY)**

During the performance of this agreement, the Consultant agrees as follows:

Add appropriate Executive Order 11246 Clause (depending on the amount of the agreement) here.

### **15. 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 in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **16. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **17. Section 3 Compliance in the Provisions in Training, Employment and Business Opportunities**

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned insubstantial part by persons residing in the areas of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no agreement or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send each labor organization or representative or workers with which he/she has collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every sub-agreement for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the sub-agreement, upon a finding that the sub-agreementor is in violation or regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not sub-agreement with any sub-agreementor where it has notice or knowledge that



the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any sub-agreement unless the sub-agreementor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and sub-agreementors, its successors and assigns to those sanctions specified by the grant or loan agreement sanctions as are specified by 24 CFR Part 135.

#### **18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)**

The law provides that no person will 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.

#### **19. Section 504 of the Rehabilitation Act of 1973, As amended (29 U.S.C. 794)**

The law provides that no otherwise qualified individual will, 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 assistance funds.

#### **20. Executive Order 11246. As Amended**

This Order applies to all federally assisted construction agreements and subagreements. The Grantee and subagreementors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee and subagreementors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

#### **21. Conflict of Interest**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any agreement, subagreement or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Is further required that this stipulation be included in all subagreements to this agreement.

Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

#### **22. Audits and Inspections**

The City, the Foundation, the State Auditor and the Coalition or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of

the NCFF project and this agreement, by whatever legal and reasonable means are deemed expedient by the City, the Foundation, the State Auditor and the Coalition.

### **23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction agreementor or construction subagreementor.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page

Attachment #2 Payment Schedule, consisting of one page

WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date and year last written below.

CITY OF GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Margaret Hornady, Mayor

\_\_\_\_\_  
Date

CONTRACTED COORDINATOR

\_\_\_\_\_  
Diann Muhlbach

\_\_\_\_\_  
Date

AGREEMENT REVIEWED AND APPROVED FOR CONTENT BY:

\_\_\_\_\_  
Dale Shotkoski, City Attorney

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**SCOPE OF WORK**

**The Contracted Consultant will provide the following service to the City of Grand Island in the completion of the Scope of Work described in the 2006 Nebraska Children and Families Foundation Prevention grant:**

The selected consultant will be expected to perform the entire scope of services, including, but not limited to:

Five priority areas for the work plan are:

1. *Structuring the Leadership Team*
2. *Developing effective collaboration*
3. *Coordinating training & education for Leadership Team*
4. *Coordinating training & education for community*
5. *Development of a community information campaign*

Activity will be based on the following outcomes:

**Outcome #1**

To develop a core Leadership Team (10-14 persons) that will guide the collaborative process for system development resulting in implementation of the seven “Statements of Purpose” adopted by the Coalition for Children.

**Outcome #2**

To enable community collaboration across agencies by recruiting members that will participate in education and training seminars focused on the development of common skill sets needed to effect community change related to support of children and families.

**Outcome #3**

To reduce the number of children at risk through ongoing sustainable community-wide education and motivational development.

**Deliverables:**

The City of Grand Island uses Microsoft Word, Excel, Access and Power-point. All documents shall be prepared using a combination of these software packages. Electronic copies of all documents shall be submitted to the City of Grand Island via e-mail or on a CD or DVD.

All maps, data, findings, etc. that are collected, developed or written for this project by the consultant shall become the property of the City of Grand Island with unlimited rights to copy, distribute and/or modify.

## **ATTACHMENT II**

### **PAYMENT SCHEDULE**

The Consultant agrees to submit invoices no less than monthly for services performed for the City of Grand Island.

The City of Grand Island agrees to render payment to the Consultant based on the date an invoice is submitted for payment. A 2007 schedule of cut-off dates for City Invoice processing is listed below. If an invoice is submitted the Friday before the listed cut-off date, the payment will be scheduled for the next regularly scheduled council meeting. If an invoice is submitted to the City on the morning of the cut-off date, it will be processed and submitted to the City Finance Department by noon that day, if possible.

Allowable expenses shall include only those defined in the 2006 NCFF Grant budget and award letter.

As per the Nebraska Children and Families Foundation, a total of \$15,600 will be paid from the grant through December 2007. The period covered under this agreement will be from the date that this agreement is signed to December 31, 2007. All of the required activities and services, except for administration and audit, will be completed by or before this date.

#### **2007 Cut-off date \* Council meeting date**

April 2, 2007	April 10, 2007
April 16, 2007	April 24, 2007
April 30, 2007	May 8, 2007
May 14, 2007	May 22, 2007
June 4, 2007	June 12, 2007
June 18, 2007	June 26, 2007
July 2, 2007	July 10, 2007
July 16, 2007	July 24, 2007
August 6, 2007	August 14, 2007
August 20, 2007	August 28, 2007
August 31, 2007	September 11, 2007
September 17, 2007	September 25, 2007
October 1, 2007	October 9, 2007
October 15, 2007	October 23, 2007
November 5, 2007	November 13, 2007
November 19, 2007	November 27, 2007
November 26, 2007	December 4, 2007
December 10, 2007	December 18, 2007

\*Some dates may be adjusted due to holidays or other events.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
COALITION FOR CHILDREN PROJECT COORDINATION**

**RFP DUE DATE:** March 26, 2007 at 4:00 p.m.

**DEPARTMENT:** Community Projects

**PUBLICATION DATE:** March 17 & 18, 2007

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY OF PROPOSALS RECEIVED**

**Diann Muhlbach**  
Shelton, NE

**Tanya Rasher-Miller, LMHP, NCC**  
Grand Island, NE

cc: Joni Kuzma, Development Specialist  
Dale Shotkoski, Purchasing Agent

David Springer, Finance Director  
Sherry Peters, Legal Secretary

**P1154**

RESOLUTION 2007-105

WHEREAS, in September, 2006, the City of Grand Island received a \$20,189.40 Nebraska Children and Families Foundation grant for Community Prevention and Early Intervention System Development; and

WHEREAS, The Nebraska Children and Families Foundation Grant was awarded to fund a consultant to coordinate grant activities; and

WHEREAS, on March 17 and 18, 2007, an invitation for request for proposals was advertised in the Grand Island Independent and is on file with the City Clerk's Office; and

WHEREAS, On March 26, 2007, proposals were received and reviewed; and

WHEREAS, Diann Muhlbach of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04 and \$744.36 to be applied for cellular telephone use; and

WHEREAS, said consulting agreement with Diann Muhlbach may be extended for an additional two year period and run concurrently with future grant award and expiration dates should grant funding allow.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Diann Muhlbach of Grand Island, Nebraska, to coordinate the activities identified in the Nebraska Children and Families Foundation Grant under direction from the Coalition for Children for a contracted amount not to exceed the budgeted salary and fringe benefit amount of \$19,445.04 with the remaining amount of the grant of \$744.36 to be applied for cellular telephone use, or other operating costs that fall within the 10% expenditure rule, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute an agreement for such services on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2007.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

Approved as to Form	<input type="checkbox"/>	_____
May 3, 2007	<input type="checkbox"/>	City Attorney

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RaNae Edwards, City Clerk