



City of Grand Island

Tuesday, December 15, 2009

Council Session

Item G15

**#2009-319 - Approving Nebraska Children and Families
Foundation Contract for Coalition for Children Development
Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: December 15, 2009

Subject: Approve Demonstration Grant Contract with Nebraska Children & Families Foundation

Item #'s: G-15

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The *Coalition for Children* was formed in September 2004 by a small group of human service professionals who shared a concern youth in Hall County. In 2007, the Nebraska Children and Families Foundation (NCFE) committed three years of funding for the Coalition for Children to build community collaboration to improve the local service system to children. The NCFE Board of Directors recently approved extending the Learning Collaborative grant to a total of five years and have awarded funds for the 2010 calendar year.

Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project. Ogallala and Valentine are also Demonstration grant recipients. The City received grant awards in 2007, 2008, and 2009. This grant has allowed the community to form a Coalition that monitors community policies, decisions, and programs that impact children and families; hire an Administrative Assistant; create a year-long collaboration building curriculum to train a Leadership Team; and given the Steering Committee an opportunity to meet with NCFE staff, state Health and Human Services staff, and others at the state level who work with or fund programs that affect children and families. This is the fourth year of funding of a five-year grant cycle.

Discussion

The Nebraska Children and Families Foundation (NCFE) has awarded \$19,867.05 to the City of Grand Island to support the activities of the Coalition for Children. The grant contract period is 1/1/2010 - 12/31/2010. The City will serve as fiscal agent. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award.

Alternatives

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

1. Approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents

Sample Motion

Move to approve the Demonstration grant contract with the Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents

LETTER OF AGREEMENT

Between the

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

And

CITY OF GRAND ISLAND – COALITION FOR CHILDREN

This Agreement is entered into by and between the Nebraska Children and Families Foundation (hereinafter the "Foundation") and City of Grand Island – Coalition for Children (hereinafter the "Contractor"). The Foundation hereby awards a grant for the purpose of implementing family preservation and support services.

1. Term of Agreement. This Agreement shall be in effect from **January 1, 2010 – December 31, 2010**, unless otherwise terminated as provided hereinbelow.
2. Scope of Services by Contractor. **SERVICES TO BE PROVIDED:** The original Proposal, submitted to the Foundation in 2006 becomes part of this agreement.
3. Consideration. Based on the approved budget, the Foundation agrees to pay the Contractor a maximum of \$19,867.05 in which payments will be made as follows:
 - **\$4,966.76** on approximately January 1, 2010 and upon submission of requested banking information, 2010 Budget and 2010 Work Plan
 - **\$4,966.76** upon the Foundation's receipt of this fully executed original Letter of Agreement and completion of all twelve-month reporting for the 2009 grant
 - **\$4,966.76** on approximately July 1, 2010
 - **\$4,966.77** upon receipt and approval 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 with Detail

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. Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. No other charges may be submitted under the terms of this Agreement without prior approval and agreement of the Foundation.

4. Required Reports. The Contractor 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, 2010	January 1 – June 30, 2010
Six-Month Budget Expenditure Report	July 31, 2010	January 1 – June 30, 2010
Twelve Month Progress Reports	January 31, 2011	July 1 – December 31, 2010
Twelve Month Budget Expenditure Report	January 31, 2011	July 1 – December 31, 2010

The Contractor agrees to consult with the Foundation in order to submit appropriate evaluation reports as part of the six-month and twelve-month reports. The Contractor will consult with

Barb Jackson, Evaluator, to identify whether results mapping tools will be utilized to answer local evaluation questions.

One (1) original copy of the Progress Report and Budget Expenditure Report should be submitted to Anna Seckman at the Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508. Local evaluation data, if applicable, will be submitted to Barb Jackson, Ph. D. at the University of Nebraska Medical Center; Munroe-Meyer Institute; 985450 Nebraska Medical Center; Omaha, NE 68198-5450.

5. Foundation Obligations. The Foundation shall provide technical assistance and consultation, upon request, and as agreed upon by the Foundation and the Contractor. The Foundation in connection with the grant will provide ongoing technical assistance and training.
6. 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 September 30, 2010.
7. 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.
8. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Foundation under this Agreement and to allow free access at reasonable times by duly authorized representatives of the Foundation to such records for the purposes of making audits, examinations, excerpts, transcripts, and verifications or program evaluations as the Foundation deems necessary concerning the grant. Such access to records by the Foundation shall continue beyond the termination date of this Agreement for a period of three (3) years.
9. Foundation Acknowledgement. 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 their logo in camera-ready format for immediate use on printed material. Failure to comply with this policy may hinder future funding by the Foundation. Proof of compliance may be required at any time.
10. 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 the Contractor 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.
11. Confidentiality. The Contractor agrees that any and all information obtained from the Foundation or from other parties in regard to a parent or youth 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 or by written court order or valid statutory authorization,

provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the parent or youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Foundation.

12. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Agreement under any program or activity.
13. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Foundation.
14. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Agreement without the prior written authorization of the Foundation.
15. Amendment. This Agreement may be amended at any time in writing upon the agreement of both parties.
16. Cancellation. Either party hereto may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Foundation philosophy, the Agreement can be canceled immediately upon written notice. 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. Payment for services provided to the date of the termination will be based on the rates specified in Paragraph 3.
17. Breach of Contract. Should the Contractor be determined to be in breach of this Agreement, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Agreement immediate or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Agreement. The Foundation shall pay the Contractor only for such care or service as has been properly provided. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
18. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Foundation cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, the Foundation may terminate the Agreement or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Foundation shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice

or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Foundation.

19. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The Foundation and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
20. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Agreement, shall be deemed to be an independent Contractor(s) during the entire term of the Agreement or any renewal or amendments thereof. Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Agreement.
21. Hold Harmless. The Contractor agrees to hold the Foundation, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Agreement, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the Nebraska Children and Families Foundation. The Contractor will hold Nebraska Children and Families Foundation harmless from any and all such claims, including all associated costs of defending such claims.
22. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by the State in which the Contractor maintains the home office. The Contractor must provide to the Foundation within thirty (30) days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Foundation when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain aspects of the work involved in this Agreement, it shall ensure that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.
23. Overpayments. Should the Foundation overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Foundation within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Foundation and that the Foundation retains the right to recover any and all amounts overpaid. The Foundation reserves the right to offset overpaid amounts by withholding or reducing future payments.
24. Drug Free Workplace. The Contractor 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.
25. Lobbying. (1) If the Contractor receives federal funds through the Foundation, for full or partial payment under this Agreement, then no Federal appropriated funds will be paid, by or on

behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

FOR THE FOUNDATION:

Mary Jo Pankoke 11/30/09
Mary Jo Pankoke, President Date
Nebraska Children and Families Foundation

FOR THE CONTRACTOR:

Margaret Hornady, Mayor _____
City of Grand Island Date

RESOLUTION 2009-319

WHEREAS, the Coalition for Children was formed in September 2004 by service professionals who shared a concern about youth in Hall County; and

WHEREAS, the Coalition formed a community collaborative to create a social climate where children are valued, safe, and healthy; and

WHEREAS, in 2007, the Nebraska Children and Families Foundation committed three years of funding to the City of Grand Island for the Coalition for Children to build community collaboration to improve the local service system to children.

WHEREAS, Grand Island was one of three Nebraska communities chosen to pilot this collaboration building project and received grant awards in 2007, 2008 and 2009;

WHEREAS, the NCFF Board of Directors approved extending the funding for Learning Collaborative grantees to a total of five years; and

WHEREAS, the Nebraska Children and Families Foundation (NCFF) has awarded \$19,867.05 to the City of Grand Island to support 2010 activities of the Coalition for Children and this is the fourth year of funding in a five year grant cycle; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant period which runs January 1, 2010 through December 31, 2010; and

WHEREAS, an award letter and contract have been received by the City and must be signed by the Mayor in order to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract for the Nebraska Children and Families Foundation Demonstration Grant is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant program.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 15, 2009.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
December 10, 2009	☐ City Attorney

RaNae Edwards, City Clerk