



City of Grand Island

Tuesday, October 12, 2010

Council Session

Item G12

**#2010-280 - Approving Memorandum of Understanding for
Nebraska Foster Youth Council Project**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Meeting: October 12, 2010

Subject: Approve Memorandum of Understanding for Nebraska Foster Youth Council Project

Item #'s: G-12

Presenter(s): Joni Kuzma, Community Development Administrator

Background

The Nebraska Children and Families Foundation (NCFF) offered the City, through the Coalition for Children (CfC), an opportunity to enhance resources and support for youth with foster care experience in our community and in Nebraska. NCFF has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past four years, the CfC has been building mutual community partnerships, with guidance from NCFF, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care.

The CfC invited Coalition members and other interested parties to submit proposals to conduct the work outlined by NCFF to create a local Foster Youth Council. Court Appointed Special Advocates (CASA) submitted a proposal and has agreed to carry out the scope of work as outlined in Attachment A: Scope of Services (Items A and C) and to meet grant requirements identified in the Independent Contractor Agreement between the City and NCFF.

Discussion

The Foster Youth Advisor and Council Development offer generally includes:

- Financial support of up to \$10,000 to select and provide funding for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter.
- Additional financial support of up to \$2,000 for facilitating monthly Nebraska Foster Youth Council meetings in Central Nebraska
- Technical support to assist in creating a strategic plan for foster youth
- \$1,000 for community partner meeting expenses

The City will act as fiscal agent. The Coalition for Children in collaboration with Community Development will work with CASA to carry out the Scope of Work, Items A and C, between October 1, 2010 and January 31, 2011.

Alternatives

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

1. Approve the Memorandum of Understanding
2. Refer the issue to a Committee
3. Postpone the issue to future date

Recommendation

City administration recommends that Council approve the Memorandum of Understanding.

Sample Motion

Move to approve the Memorandum of Understanding with the Coalition for Children and Court Appointed Special Advocates for the specified project and authorize the Mayor to sign all related documents.

INDEPENDENT CONTRACTOR AGREEMENT
Between
CITY OF GRAND ISLAND
And
NEBRASKA CHILDREN AND FAMILIES FOUNDATION

TERM OF CONTRACT: May 1, 2010 – September 30, 2010

This CONTRACT is made and entered into effective May 1, 2010 by and between Nebraska Children and Families Foundation, 215 Centennial Mall S, Suite 200, Lincoln, NE 68508 (hereinafter known as the "FOUNDATION") and the City of Grand Island, PO Box 1968, Grand Island, NE 68802 (hereinafter known as the "CONTRACTOR").

I. TERM AND TERMINATION

- A. **TERM.** This Contract shall be in effect from May 1, 2010 to September 30, 2010 unless otherwise terminated as provided herein below.
- B. **TERMINATION.** This Contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party. The FOUNDATION may also terminate the Contract in accord with provisions designated under "AVAILABILITY OF FUNDING" or "BREACH OF CONTRACT." In the event that either party terminates this contract, the contractor shall provide all work in program/completed to the FOUNDATION.
- C. **PURPOSE.** The purpose of this contract is for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter, as outlined in original offer letter dated February 19, 2010.

II. CONSIDERATION

- A. The FOUNDATION agrees to pay the CONTRACTOR the total amount not to exceed \$13,000.00 for services specified herein.
- B. The FOUNDATION agrees to make one payment for \$13,000.00. The payment will be made upon signing of the contract and is contingent upon availability of funding.
- C. The FOUNDATION further agrees to reimburse the CONTRACTOR up to \$3,000.00 in additional funds for the following:
 - a. Up to \$2,000.00 for facilitating monthly NFYC meetings in the Grand Island community, and
 - b. Up to \$1,000.00 for community partner meeting expenses.
- D. The FOUNDATION agrees to make these payments upon a received and approved invoice from the CONTRACTOR.

III. SCOPE OF SERVICES

The CONTRACTOR agrees to perform the services as outlined in Attachment A.

IV. REPORTING REQUIREMENTS

The CONTRACTOR will submit monthly documentation to the FOUNDATION, specifically the Foster Youth Initiative, as outlined in Attachment A. Further, a final Plan for Project Everlast

implementation will be due to the FOUNDATION, specifically the Foster Youth Initiative, by September 30, 2010.

V. TERMS AND CONDITIONS

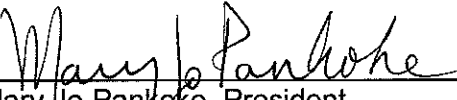
- A. **MODIFICATION.** Either party hereto may request a modification of this Agreement upon submission of written notice to the other party at least ten (10) days prior to the effective date of change. Both parties must agree to the modification.
- B. **TERMINATION.** Either party hereto may cancel this Agreement for any reason upon submission of written notice to the other party at least ten (10) days prior to the effective date of cancellation. The FOUNDATION may, at its discretion, terminate the Agreement immediately upon written notice, should the CONTRACTOR breach this Agreement.
- C. **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 compensations; 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 provisions in all sub-contracts for services allowed under this Agreement under any program or activity.
- D. **ASSIGNABILITY.** The CONTRACTOR agrees not to assign or transfer any interest, rights, or duties in this Agreement to any person, firm, or corporation without prior written consent of the FOUNDATION.
- E. **CONFIDENTIALITY.** The CONTRACTOR 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 Agreement provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentially provision.
- F. **COPYRIGHT.** The CONTRACTOR may copyright any of the copyrightable material produced in conjunction with the performance required under this Agreement. The FOUNDATION hereby reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
- G. **BREACH OF CONTRACT.** Should the CONTRACTOR breach this Agreement, the FOUNDATION may, at its discretion, terminate the Agreement immediately upon written notice to the CONTRACTOR. The FOUNDATION shall pay the CONTRACTOR only for such performance as has been properly completed and is of use to the FOUNDATION.

The FOUNDATION may, at its discretion, contract for provision of the services required to complete this Agreement and hold the CONTRACTOR liable for all expenses incurred in such additional contract over and above the total cost of performance set forth. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- H. 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.

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

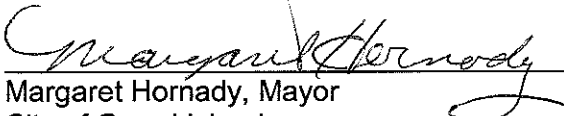
FOR THE FOUNDATION:



Mary Jo Pankoke, President
Nebraska Children and Families Foundation

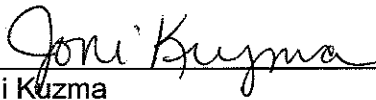
4/29/10
Date

FOR THE CONTRACTOR:



Margaret Hornady, Mayor
City of Grand Island

5-10-10
Date



Joni Kuzma
City of Grand Island

5-14-10
Date

Federal ID: 47-6006205

Attachment A: Scope of Services

I. Scope of Services. SERVICES TO BE PROVIDED: The CONTRACTOR will:

***PART I:* Identify Host Agency to:**

- A. Monthly and Ongoing
 - a. Participate in Foster Youth Initiative trainings
 - b. Submit monthly documentation to the FOUNDATION, specifically the Foster Youth Initiative, including:
 - i. Need Based Fund recommendations
 - ii. New Member Applications and supplementing forms
 - iii. Monthly Meeting cost expense forms
 - iv. Update on local NFYC Chapter, including monthly council activities and meeting agenda notes
 - v. Copies of presentation request forms and evaluations
 - c. Participate in regularly held peer conference calls with other Youth Advisors regarding support, technical assistance, sustainability and development and attend and participate in weekly peer conference
 - d. Recruit and engage new Nebraska Foster Youth Council Members and track both, number of recruited NFYC Chapter Members and attendance at NFYC Chapter meetings
 - e. Support NFYC Speaker's Bureau and Leadership Board activities
 - i. Information disseminated to community members of the opportunity to have presentations from the Speaker's Bureau
 - ii. Identification and referral of members for service on the Speaker's Bureau
 - iii. Assistance to Speaker's Bureau Coordinator in arranging transportation, identifying and contacting appropriate speakers and chaperoning / facilitating presentations
 - iv. Assistance in Leadership Board transportation, meeting planning, and chaperoning
 - v. Assistance in identifying and referring Youth Leaders to participate in Leadership Board
- B. Youth Planning (to be completed by June 30, 2010)
 - a. Facilitate Four (4) Youth Planning Meetings
 - i. Utilization of Youth Planning Guide and Planning Template
 - ii. Notes from four weekly meetings
 - iii. Number of youth involved
 - iv. Meeting evaluations
 - b. Community Meeting Planning
 - i. Confirm location, date and meeting details
 - ii. Invitations created and disseminated to community partners
- C. Community Engagement and NFYC Chapter Start-Up (to be completed by July 30, 2010)
 - a. Host Community Meeting
 - i. Partner / community attendance
 - ii. Meeting notes and outcomes
 - iii. Meeting evaluations

- b. Complete Environmental Scan with community
 - c. Compile and submit draft Youth/Community sections of Plan
 - i. Local action steps in each of the six Project Everlast outcomes
 - ii. Identified Community Partners' roles and next steps
 - d. Begin hosting monthly NFYC Chapter meetings
 - i. Location, times, dates, agendas
 - ii. Identification of Youth Leaders
 - iii. Monthly meeting notes
 - iv. Meeting evaluations
- D. NFYC Meetings and Sustainability Planning (to be completed by August 30, 2010)
- a. Generate and submit draft Sustainability piece of Plan
 - i. Identification of Host Agency for implementing Lincoln Project Everlast Plan and NFYC Chapter
 - ii. Process for transitioning Project Everlast and NFYC Chapter to Host Agency, to include but not limited to
 - 1. Timeline
 - 2. Mission, vision, goals for Project Everlast Plan/NFYC Chapter
 - 3. Plans for sustainability
 - 4. Plans for maintenance and oversight
 - 5. Roles and responsibilities
 - iii. Letter of support from Host Agency
 - b. Establish local Community Partnership Board to support local NFYC Chapter and Project Everlast
 - i. Diversity and number of Community Partners
 - ii. Number of meetings
 - iii. Outcomes and accomplishments
 - iv. Meeting notes
 - v. Meeting evaluations
 - c. Host monthly NFYC Chapter meetings
 - i. Location, times, dates, agendas
 - ii. Monthly meeting notes
 - iii. NFYC Chapter Member evaluations
- E. Final Plan and Transition (to be completed by September 30, 2010)
- a. Compilation of Final Project Everlast Plan
 - i. Youth and Community Action Steps
 - ii. Sustainability Plan
 - iii. Trans Transition Plan (if applicable)
 - iv. Success and lessons learned
 - v. List of partners and their roles (if applicable)
 - b. Begin transition to Host Agency
 - i. Regular meetings
 - ii. Communication with Foundation Staff and Host Agency Staff
 - iii. NFYC Chapter meeting evaluations focused on transition
 - c. Host Community Meetings
 - i. Location, times, dates, agendas
 - ii. Monthly meeting notes
 - iii. Meeting evaluations
 - d. Host monthly NFYC Chapter meetings
 - i. Location, times, dates, agendas

- ii. Monthly meeting notes
- iii. NFYC Chapter Member evaluations

PART II: Support NFYC Chapter and Project Everlast activities, events, and meetings through Coalition for Children Member participation

PART III: Provide oversight and fiscal management of host agency deliverables

II. Scope of Services. SERVICES TO BE PROVIDED: The FOUNDATION will provide:

- A. Training to the selected Youth Advisor on the FOUNDATION's Foster Youth Initiative
- B. Specific and on-going training and technical assistance on facilitating an NFYC Chapter
- C. Oversight and management of NFYC Leadership Board and Speakers Bureau, including training of NFYC LB and SB Members
- D. Management and facilitation of annual NFYC sibling event, Camp Catch-Up
- E. Connection to research and TA from national and state partners
- F. Opportunities for Youth Advisor development
- G. Staff and Consultants for on-going support and assistance
- H. Peer conference calls for all Youth Advisors
- I. Documents and materials for NFYC, including:
 - a. NFYC Handbook
 - b. NFYC Code of Conduct
 - c. NFYC's – How to Structure a Local Meeting
 - d. Foster Youth Initiative Policy and Procedure Manual
 - e. Marketing and recruitment material including brochures, NFYC business cards, etc.
 - f. Youth Connection newsletters
 - g. Other supportive material
- J. Training and technical assistance on Project Everlast
- K. Travel expense assistance

MEMORANDUM OF UNDERSTANDING NEBRASKA FOSTER YOUTH COUNCIL INITIATIVE

This Memorandum of Understanding is approved and executed on this 12th day of October, 2010, by THE CITY OF GRAND ISLAND (The City), COURT APPOINTED SPECIAL ADVOCATES (CASA), and the COALITION FOR CHILDREN (CfC).

I. Project Description.

The purpose of this Memorandum of Understanding is to state the general terms, conditions, scope of work and commitments of respective parties to administer and meet the contract specifications of the "Nebraska Foster Youth Council" grant award to the City of Grand Island by the Nebraska Children and Families Foundation. This document will outline the understanding between the parties to this agreement to enhance resources and supports for youth with foster care experience in Grand Island and surrounding communities through a collaborative assessment and planning process.

II. Background.

The Nebraska Children and Families Foundation (NCFF) offered the City, through the CfC, an opportunity to enhance resources and support for youth with foster care experience in our community and in Nebraska.. NCFF has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past four years, the CfC has been building mutual community partnerships, with guidance from NCFF, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care.

The CfC invited Coalition members and other interested parties to submit proposals to conduct the work outlined by NCFF to create a local Foster Youth Council. CASA submitted a proposal and has agreed to carry out the scope of work as outlined in Attachment A: Scope of Services and to meet grant requirements identified in the Independent Contractor Agreement between the City and NCFF.

III. Recitals.

WHEREAS, the City of Grand Island, a Nebraska Municipal Corporation, is an eligible applicant, collaborates with the Coalition for Children and Court Appointed Special Advocates. and has received a grant award for funding the creation of a Foster Youth Council in Central Nebraska; and

WHEREAS, the Nebraska Children and Families Foundation has asked the Coalition for Children to identify a Host Agency for this project; and

WHEREAS, Court Appointed Special Advocates has expressed interest and intent to act in the capacity of Host Agency in collaboration with the Coalition for Children; and

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

IV. Roles and Responsibilities

City of Grand Island, Hall County, Nebraska will

- Act as the fiscal agent for the cooperative agreement;
- Ensure compliance with spending and reporting requirements of NCFF;
- Support the collaborative efforts of the project by providing meeting space and other support;
- Designate staff members from appropriate departments (i.e. the Police Department and Community Development Division) to participate on the Coalition for Children;
- Approve the proposed project budget in collaboration with the CfC and expenditures for reimbursement.

Coalition for Children, local collaborative for Child Well-being, will

- Identify the Host Agency
- Collaborate with Director and staff of CASA support NFYC Chapter activities and events;
- Oversee Host Agency deliverables
- Participate on Community Youth Partnership Board
- Assist in community engagement and NFYC Chapter Start-Up
- In collaboration with CASA and NCFF, create a Foster Youth Council, community environmental scan, and a local Community Partnership Board during Phase 1; Phase 2 includes the development of a sustainability plan and a final Project Everlast Plan
- Approve the proposed project budget.

Court Appointed Special Advocates will

- Dedicate employed staff members and volunteers to provide the services outlined in Attachment A: Scope of Services;
- Support growth of the collaborative effort;
- Submit monthly documentation to the CfC and the City on progress meeting outlines in Attachment A: Scope of Work and the Foster Youth Initiative;
- Submit financial documentation for all expenditures attributable to allowable costs;
- Maintain confidentiality about youth participating in the Foster Youth Council;
- Provide facilities for program service objectives;

- In collaboration with CASA and NCFF, create a Foster Youth Council, community environmental scan, and a local Community Partnership Board during Phase 1; Phase 2 includes the development of a sustainability plan and a final Project Everlast Plan

V. Time Line.

The beginning and ending dates of this collaborative effort would coincide with the approved NCFF grant period of October 1, 2010 to January 31, 2011, or any subsequent extension or amendment as approved by NCFF. Any previously approved MOU will become null and void as of the effective date of this document.

VI. Nothing in this MOU is intended to create a legal partnership, joint venture, or agency relationship between the parties.

VII. The City of Grand Island reserves the right to withdraw from participation in this agreement at any time during the grant period.

VIII. Funding

This MOU includes the reimbursement of funds between the two parties.

The Foster Youth Advisor and Council Development offer generally includes:

- Financial support of up to \$10,000 to select and provide funding for a part-time staff person to enhance and support a local Nebraska Foster Youth Council (NFYC) Chapter.
- Additional financial support of up to \$2,000 for facilitating monthly Nebraska Foster Youth Council meetings in Central Nebraska
- Technical support from NCFF to assist in creating a strategic plan for foster youth
- \$1,000 for community partner meeting expenses

IX. Record Retention

All records must be retained for three years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subcontractor level, but must be available for review for three years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to the project.

X. Future Amendments.

Occasionally the undersigned may jointly desire to amend the terms of this Memorandum of Understanding for any future agreement. Such consent shall not be unreasonably withheld but must be acknowledged in writing by all original parties to this Memorandum of Understanding before going into effect.

APPROVAL

We, the undersigned have read and agree with this MOU. Further, we have reviewed the portion of the proposed project budget pertaining to the collaborative effort described here, and approve it.

By _____
Diana Meyer, Executive Director
Court Appointed Special Advocates

Date _____

By _____
Margaret Hornady, Mayor
City of Grand Island

Date October 12, 2010

By _____
Robbie Wilke, Board Chair
Court Appointed Special Advocates

By _____

(Dave Reed)

By _____

(Randy See)

By _____

(Beth Schuler)

By _____

(Joni Kuzma, Grant administrator)

Coalition for Children Steering Committee

Date _____

ATTEST:

RaNae Edwards, City Clerk

Date _____

RESOLUTION 2010-280

WHEREAS, the Nebraska Children and Families Foundation is awarded a Foster Youth Advisory and Council Development grant to the City of Grand Island; and

WHEREAS, the grant includes financial support of up to \$13,000 to complete a community assessment and strategic plan for foster youth;

WHEREAS, a Foster Youth Council must be formed and a community assessment completed by January 31, 2011, or as amended or extended by the Nebraska Children and Families Foundation;

WHEREAS, the Coalition for Children sought independent proposals for a Host Agency to coordinate the project in collaboration with Coalition members and Community Development; and

WHEREAS, Court Appointed Special Advocates (CASA) submitted a proposal and has agreed to carry out the Scope of Work as identified by the Nebraska Children and Families Foundation; and

WHEREAS, the Coalition will work closely with CASA in completing the project; and

WHEREAS, the City of Grand Island will serve as fiscal agent for dispersing grant funds and monitoring expenses; and

WHEREAS, a Memorandum of Understanding has been prepared outlining the responsibilities of the City of Grand Island, the Coalition for Children and Court Appointed Special Advocates;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between the City, the Coalition for Children and Court Appointed Special Advocates 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 agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 12, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
October 7, 2010

City Attorney