



City of Grand Island

Tuesday, October 9, 2012

Council Session

Item G24

#2012-299 - Approving Payment to Grand Island YMCA for NE Children and Families Foundation and NE Dept of Health and Human Services Grants

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: October 9, 2013

Subject: Approving Payment to Grand Island YMCA for Nebraska Children and Families Foundation and Nebraska Department of Health and Human Services Grants

Item #'s: G-24

Presenter(s): Jaye Monter, Finance Director

Background

In 2010 and 2011, the City of Grand Island was awarded a total of \$80,000 in grants from the Nebraska Children and Families Foundation (NCFE) and the Nebraska Department of Health and Human Services. The grant funds were awarded to the City to work with the Coalition for Children now called the Child Well Being Collaboration to build collaboration and implement a community Strategic Plan for a Child Well-being Initiative. At the end of the first grant year, the unspent grant funds were \$58,177.31. An additional \$30,000 was received on August 9, 2011 from the Nebraska Department of Health and Human Services. The Child Well Being Collaborative is an inclusive group of individuals and agencies interested in improving the lives of children, youth and their families in Grand island. On January 12, 2012 the Child Well Being Collaboration met to approve the spending categories of the \$58,177.31 carry over balance of grant funds and the new \$30,000.

Discussion

The Central District Health Department is one of the agencies in the Child Well Being Collaboration. Central District Health Department representing the Child Well Being Collaboration has entered into a letter of agreement with the Grand Island YMCA to provide project management services for the start-up and effective implementation of the Grand Island Families and Schools Together (FAST) collaborative project. Start up funds for the Grand Island YMCA referenced in the letter of agreement will come from the remaining balances of grant monies described above. The remaining balance to use towards this letter of agreement is \$14,070.27. City of Grand Island Procurement Code requires Council approval for payment of services not going through the bid process exceeding \$7,500. The grant monies have already been received by the City of Grand Island as described above. There will be no cost to City. Future payments to the Grand Island YMCA to satisfy this letter of agreement will come from new grant monies received directly to the Central District Health Department.

Alternatives

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

1. Approve the payment of \$14,070.27 to the Grand Island YMCA.
2. Disapprove or deny the contract payment.
3. Take no action on the contract payment.

Recommendation

City Administration recommends that the Council approve the payment from grant funds to the Grand Island YMCA of \$14,070.27.

Sample Motion

Move to approve the payment of grant funds to the Grand Island YMCA of \$14,070.27.

LETTER OF AGREEMENT

Between

Grand Island Child Well Being (Central District Health Department)

And

Grand Island YMCA

This Agreement is entered into by and between Central District Health Department on behalf of the Grand Island Child Well Being Collaboration (hereafter CDHC), and Grand Island YMCA (hereafter Project Manager) located at 221 E. South Front Street, Grand Island NE.

I. TERM

The term of this Agreement shall begin July 30, 2012 and end on June 30, 2013 or when this Agreement is either terminated or amended by either party as provided herein below.

II. PURPOSE

To provide Project Management services for the start-up and effective implementation of the Grand Island Families and Schools Together (FAST) collaborative project from July 30, 2012 to June 30, 2013.

III. SCOPE OF SERVICES

The Project Manager will provide the following services to include, but not limited to, at the request of the PPHHS:

1. Assure the timely and effective start-up of the FAST program, with training completed by January 1, 2013 and first round of FAST classes to be implemented prior to March 1, 2013 in accordance with the collaborative plan and budget outlined hereafter.
2. Administer the FAST project funds in accordance with the budget attached in Appendix A and inform the CDHD and the collaboration of any potential budget shortfalls.
3. Provide Leadership and assist in the development and leveraging of additional resources, donations of goods and braiding of funding, to support the FAST program.
4. Assure the implementation of the FAST program in three elementary schools in Grand Island with fidelity.
5. Administer program funding for three classes of FAST, one in each of three schools.

6. Provide regular written and verbal progress updates for information and evaluation.

IV DELIVERABLES

In implementing the FAST program the Project Manager will:

Project / Action Deliverables: Start-Up

1. Meet with Grand Island Public Schools to identify three elementary schools that will be FAST schools.
2. Meet with the administrators of each school to determine two key staff to be involved in FAST, take the training, and be part of the FAST Team.
3. With the three school administrators identify possible dates for the two day training in the fall based on the school schedule to occur prior to January 1, 2013.
4. Contact FAST to book training for available school dates.
5. Schedule location and needed resources for training.
6. With the school administrators and two key staff to develop a list of potential parent leaders to be trained. Determine who (school or Project Manager) will contact potential parent leaders to ascertain commitment to FAST.
7. Identify two key partner agencies for each school that will have one staff trained.
8. Enter into contractual agreement with school staff, parents and agencies for the provision of FAST, including training
9. Work with partners, community organizations and businesses to obtain donations (in-kind, goods, resources and cash) to reduce the implementation budget for FAST and promote sustainability.
10. Assure FAST Works is started in each school.
11. Maintain and submit financial records to the collaborative for the FAST budget including cash and in-kind contributions and resources.
12. Provide monthly verbal updates at the collaboration meeting.
13. Receive training on and implement use of the Online Documentation and Support System (ODSS) for evaluation of time and effort in implementation and set up.
14. Provide written quarterly reports and financial updates (November 15, 2012 and February 15, 2013) reflecting start up project deliverables.

Project / Action Deliverables: Implementation

1. Work with FAST teams to coordinate start dates of FAST classes in each of three schools to reduce travel costs and times for FAST trainer to return to Grand Island.
2. Assure that all three FAST programs complete one FAST class before March 30, 2013.
3. Receive all FAST program evaluations and forward to the collaboration.

4. Coordinate process and training evaluations with the collaboration for the Child Well Being Evaluation.
5. Maintain and submit financial records for the FAST Start up Budget including cash donations. Document non- monetary contributions (in-kind, goods, resources).
6. Work with collaboration partners to identify and access funding for project enhancement and sustainability.

Administrative Deliverables:

1. Retain and supervise a lead person to oversee the Project Management.
2. Establish grant management financial records and provide monthly financial updates to the CDHD and collaboration.
3. Submit reports and invoices for funding to the Collaborative.
4. Establish a system for reimbursing leader stipends.
5. Maintain accurate files of all FAST activities.
6. Inform partners of budgetary concerns in advance of any approving any actions which would result in short falls.
7. Promote and maintain positive working relationships with Grand Island Public Schools and community partners.

V. CONSIDERATION

As the Project Manager, Grand Island YMCA will receive \$10,000 deliverables and above scope of services. This will include all costs incurred by the YMCA in the management of the project.

Payment shall be made as follows:

1. \$3500 on or about August 30, 2012 for Start Up.
2. \$3000 on or about November 30, 2012.
3. \$3000 on or about February 28, 2013
4. \$500.00 upon completion of the final report for Year I implementation.

Payment will be issued within 20 days of the receipt of an invoice from the Project Manager

The Project Manager will also administer the FAST Project Funds totaling \$43,830.27 as described and outlined in the approved FAST Budget attached as Appendix A.

Payment shall be made as follows:

1. \$10,570.27 on or about August 30, 2012 for Start Up to be expended as approved in the attached Appendix A.
2. The balance of \$33,260 in funds will be available for monthly expenditures on a draw down basis upon receipt of an itemized monthly expense request.

V. REPORTING REQUIREMENTS

The Project Manager agrees to provide reports as described in the Scope of Work and Deliverables.

VI. TERMS AND CONDITIONS

6.1 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.

6.2 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. Central District Health Department, as fiscal agent for the Grand Island Child Well Being Collaborative, may, at its discretion, terminate the Agreement immediately upon written notice, should the Project Manager breach this Agreement.

6.3 NON-DISCRIMINATION

The Project Manager 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 Project Manager 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 Project Manager. The Project Manager further agrees to insert similar provisions in all sub-contracts for services allowed under this Agreement under any program or activity.

6.4 ASSIGNABILITY

The Project Manager 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 PPHHS.

I 6.5 SUBCONTRACTORS

The Project Manager agrees that no subcontractors shall be utilized in the performance of this Agreement without the prior authorization of the CDHD on behalf Child Well Being Collaboration. .

6.6 CONFIDENTIALITY

The Project Manager agrees that any and all information regarding individual consumers of services gathered in the performance of this Agreement, either independently or through the FAST Program, shall be held in the strictest confidence and shall be released to no one other than the Child Well Being Collaborative Steering Committee, without the prior written authorization of the Child Well Being Collaborative Steering Committee, provided, that contrary Agreement provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentiality provision.

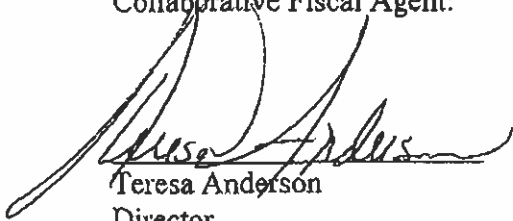
6.7 BREACH OF CONTRACT

Should the Project Manger breach this Agreement, CDHD on behalf of the Child Well Being Collaborative may, at its discretion, terminate the Agreement immediately upon written notice to the Project Manager. The CDHD on behalf of the Child Well Being Collaborative may authorize payment to the Project Manager only for such performance as has been properly completed and is of use to Child Well Being Collaborative. CDHD on behalf of the Child Well Being collaborative may, at its discretion, contract for provision of the services required to complete this Agreement and hold the Project Manager liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein in Section IV. CONSIDERATION. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

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

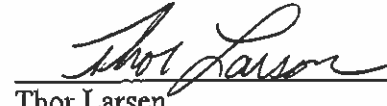
FOR THE Child Well Being Collaborative Fiscal Agent:

FOR GRAND ISLAND YMCA:



Teresa Anderson
Director
Central District Health
Department

8/30/12
Date



Thor Larsen
Executive Director
Grand Island YMCA

8/30/12
Date

Tax ID # 47-0425015

RESOLUTION 2012-299

WHEREAS, in 2010 and 2011 the Nebraska Children and Families Foundation awarded \$80,000 to the City of Grand Island to work with the Coalition for Children now known as the Child Well Being Coalition to implement a community Strategic Plan for Child Well-being; and

WHEREAS, at the end of the first grant year unspent grant funds were \$58,177.31 and an additional \$30,000 was received on August 9, 2011 from the Nebraska Department of Health and Human Services; and

WHEREAS, the Central Nebraska Health Department, an agency of the Child Well Being Coalition entered into a letter of agreement with the Grand Island YMCA to provide project management services for the start-up and effective implementation of the Grand Island Families and Schools Together (FAST) collaborative project; and

WHEREAS, the grant monies have already been received by the City of Grand Island therefore there is no cost to the City; and

WHEREAS, the payment of \$14,070.27 to the Grand Island YMCA represents the remaining balance of grant funds received in 2010 and 2011 and additional payments referenced in the letter of agreement will come from future grant funds received by the Central Nebraska Health Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that payment to the Grand Island YMCA from grand funds is hereby approved; and the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 5, 2012	☒ City Attorney