

# **City of Scottsbluff, Nebraska**

**Monday, November 2, 2015**

**Regular Meeting**

## **Item Reports5**

**Council to consider a contract with Monument Prevent Coalition and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## **SUPPORT AGREEMENT**

The City of Scottsbluff, Nebraska (“City”) and Monument Prevention Coalition, a Nebraska non-profit corporation (“MPC”) agree to provide support and services as set forth in this Support Agreement (“Agreement”).

### **Recitals:**

- A. MPC, provides awareness, education and oversight on issues relating to underage alcohol use, as well as liquor license issues in the Nebraska Panhandle, including for residents within the City; and
- B. MPC has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support MPC as the support would benefit citizens in the City; and
- D. An agreement to provide support between the City and MPC is appropriate for both parties.

### **Agreement:**

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to MPC. All support by the City shall be addressed each fiscal year and shall be determined during the City’s budgetary process. This Agreement shall be for a period of one year, effective October 1, 2015 to September 30, 2016. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by MPC: Services provided by MPC include: providing education on the effects of underage alcohol use, providing awareness and resources for local businesses and their employees on preventing access to alcohol by underage people and working with businesses and law enforcement to prevent underage access to alcohol.

3. Use of Support Funds by MPC: Provided the City makes funding available, all funds received by MPC from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. MPC shall report to the City Manager of the City on a regular basis regarding its activities.

4. Reporting and Auditing. As a way of insuring the City’s support funds will be used in compliance with this Agreement, a representative of MPC will report to the City Council at least twice per year or as requested on the activities and plans. The City’s Finance Director and the

director of MPC shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30<sup>th</sup> of each year. MPC agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, MPC will provide the City with its current budget and annual audit when they have been approved and are available for distribution for each year during the term of this Agreement.

5. Performance Measures. As a way for the City and MPC to measure the use of the support pledged under this Agreement, the City asks MPC to do the following:

- (i) Provide contact with local schools;
- (ii) Provide matching funds for programs related to underage alcohol use;
- (iii) Assist the City in oversight on liquor license issues; and
- (iv) Support City and its law enforcement in educating the public on issues relating to underage alcohol use.

6. Early Termination: Upon early termination, the City's support to the MPC shall be prorated, using a monthly basis.

7. Total Support Payment to MPC: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support MPC equal to \$11,279.25. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA      MONUMENT PREVENTION COALITION,  
A Nebraska non-profit corporation

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_