

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

12-0265R

RESOLUTION AUTHORIZING A THREE-YEAR AGREEMENT WITH ST. JAMES HOME OF DULUTH, INC. DBA NEIGHBORHOOD YOUTH SERVICES TO PROVIDE SUMMER YOUTH PROGRAMMING IN THE CITY'S MORGAN PARK NEIGHBORHOOD AT AN ANNUAL COST OF \$40,000 FOR THE FIRST YEAR, AND \$20,000 THEREAFTER.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to execute and implement a three-year agreement with St. James Home of Duluth, Inc. dba Neighborhood Youth Services (NYS) to provide summer youth programming in the city's Morgan Park neighborhood, substantially the same as that on file with the city clerk as Public Document No. _____, and providing for the payment of \$40,000 for the first year, and \$20,000 thereafter, payments to be made from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services).

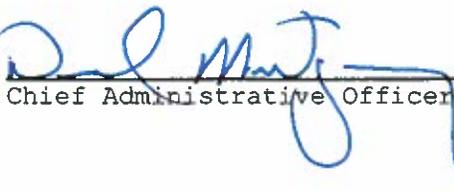
Approved:



Director, Public Administration

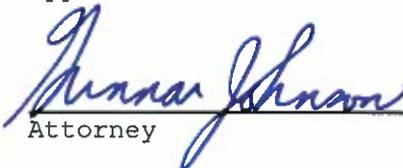
Purchasing Agent DW

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARKS/PRCH KB:SLW:1e 05/15/2012

STATEMENT OF PURPOSE: This resolution authorizes a three-year agreement for professional services with St. James Home of Duluth, Inc. dba NYS for summer youth programming in the city's Morgan Park neighborhood. Under the terms of the agreement, NYS will facilitate a summer youth program which will provide a safe,

structured environment for the youth in Morgan Park. The program will also provide the youth with educational opportunities as well as development of health and life skills, and recreation activities.

The purchasing division emailed requests for proposals (RFPs) to five area organizations on April 27, 2012, and received only one response by the May 11, 2012, closing date. St. James Home of Duluth, Inc., dba Neighborhood Youth Services (NYS), located in Duluth, Minnesota, provided a complete proposal for consideration.

Requisition pending

**OPERATION AGREEMENT
FOR SUMMER YOUTH PROGRAMS
MORGAN PARK COMMUNITY RECREATION CENTER**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date") by and between the **CITY OF DULUTH**, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as "City", and the **ST. JAMES HOME OF DULUTH, INC. dba Neighborhood Youth Services**, located at 310 North 1st Avenue West, Duluth, MN 55806 hereinafter referred to as "NYS".

1. RECITALS

WHEREAS, City issued a Request for Proposal (the "RFP") for the operation of a summer youth program in the City's Morgan Park neighborhood ("Services" or "Program"). A copy of the RFP is attached hereto as Exhibit A;

WHEREAS, NYS submitted a Proposal in response to the RFP (the "Proposal") and has represented itself as qualified and willing to perform the services set forth in the RFP. A copy of the Proposal is attached hereto as Exhibit B;

WHEREAS, based on the Proposal the City has selected NYS's services for the Program;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

2. ADMINISTRATION

2.1 For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation or designee and the NYS shall be defined as the Program Coordinator or designee.

3. SERVICES/PROGRAM

3.1. The following services will be provided by NYS: facilitate a summer youth program in the City's Morgan Park Neighborhood which provides a safe, structured environment and provides youth with educational opportunities as well as development of health and life skills, and recreation activities all of which are described in more detail on the attached Exhibit A and Exhibit B (the "Program"). In the event of any conflict between Exhibit A, the Exhibit B and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling. In the event of a conflict between Exhibit A and the Exhibit B, Exhibit A shall be deemed to be controlling.

3.2. In addition, NYS shall be responsible for the following:

3.2.1. Follow all established policies and procedures regarding safe and supervised building usage and security, including but not limited to securing exterior doors after hours, monitoring NYS's participants in the shared hallways and bathroom spaces, and immediately reporting any concerns to the Manager of Parks and Recreation.

3.2.2. Complying with the performance measurements as outlined in Exhibit C ("Performance Measurements").

3.2.3. Providing properly trained and licensed staff in sufficient numbers to adequately provide the Program.

3.2.4. Providing those items including equipment and supplies required for the daily operation of the Program

3.2.5. Maintaining the Premises (hereinafter defined) in good order and condition and state of repair including but not limited to cleaning of the two (2) recreation rooms, youth restrooms and office, normal wear and tear excepted while providing the Program.

3.2.6. Removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the Premises.

3.2.7. Complying with the City's guidelines relating to recycling, energy efficiency and maintenance of the Premises.

3.2.8. Promptly notifying the City of necessary major repair work, including any repair work that requires

a licensed or skilled tradesperson, so that the City can make the necessary repairs or arrange for a service provider of the City's choice to make the repairs.

3.2.9. Providing internet access if determined by NYS to be necessary for the Program.

3.2.10. Securing prior

4. PREMISES/LOCATION OF SERVICES

- 4.1. The Program will be held at the City's Morgan Park Community Recreation Center (the "Premises") or at the discretion of NYS another location within the Morgan Park neighborhood.
- 4.2. NYS hereby accepts the Premises "as is", in its present physical condition, without representations or warranties of any kind. The City makes no warranty, either express or implied, that the Premises or equipment thereon are suitable for any purpose.
- 4.3. NYS acknowledges and agrees that the Premises is a multi-use facility requiring the cooperation of all users. This cooperation includes sharing parking, (including scheduling for special events), ingress and egress, amenities, and related improvements. NYS acknowledges that the City shall ultimately determine the appropriate use of the site and improvements and shall prevail in any disputes between users groups.
- 4.4. NYS's use of the Premises is not exclusive except as specifically set forth in Paragraph 7.

5. FEES, REPORTING AND TAXES

- 5.1. It is agreed between the parties that NYS's maximum fee for the first year of this Agreement shall not exceed the sum of Forty Thousand and 00/100th dollars (\$40,000) and Twenty Thousand and 00/100th (\$20,000) for years two (2) and three (3) inclusive of all expenses associated with the Program for the first year and Twenty, payable from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services). NYS shall submit invoices for services not more than two (2) times per year to the attention of Kathy Bergen, Manager of Parks and Recreation. Payments will be made upon review and completion of the Performance Measurements by the Manager of Parks and Recreation and receipt of reasonable substantiation as required by the Manager of Parks and Recreation.
- 5.2. NYS shall file with the City Auditor an annual itemized statement showing all NYS income and expenses related to the operation of the Program. The statement shall be filed not later than May 1 of each year this Agreement remains in effect and shall include all required financial information from the previous year. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with addresses and phone numbers. A current copy of NYS's By-Laws and Articles of Incorporation shall be provided to the City before this Agreement takes effect.
- 5.3. NYS agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all NYS books, records, documents, and accounting procedures and practices related to the operation of the Program are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon twenty-four (24) hours advance notice by City, NYS shall provide all requested financial information.
- 5.4. NYS shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. NYS shall further be obligated to pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date; provided that nothing shall prevent NYS from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

6. TERM AND TERMINATION OF AGREEMENT

- 6.1. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on June 1, 2012 and shall continue through December 31, 2012 unless earlier terminated as provided for herein (the "Initial Term"). The parties shall meet and confer within ninety (90) days before the end of the Initial Term to discuss the terms and conditions of the Agreement. If the parties agree that no changes are needed, which shall be confirmed in writing, and that neither party wishes to terminate the agreement as provided for herein, then this Agreement shall be automatically renewed for one additional two (2) year period and shall expire on December 31, 2014.
- 6.2. This Agreement may be terminated by either party by serving ninety (90) days written notice upon the other. Upon termination, NYS agrees to surrender possession of said Premises to City in as good condition and state of repair as said Premises were in at the time NYS took possession, reasonable wear and tear, and acts of God excepted. NYS shall remove all NYS property within ten (10) business days. Any NYS equipment remaining after the expiration of said ten (10) day period shall become the property of the City.

- 6.3. Should NYS be in default or violation of any of the provisions of this Agreement, City shall provide to NYS written notice of such violation or default and shall allow NYS thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to NYS in the manner described.
- 6.4. In the event of default by NYS, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to NYS, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, NYS.

7. CITY'S RESPONSIBILITIES

- 7.1. City agrees to provide the following:
 - 7.1.1. Non-exclusive use recreation rooms. The recreation rooms will be shared with other youth sport organizations.
 - 7.1.2. Non-exclusive use of the lobby area of the Premises.
 - 7.1.3. Exclusive use of the office/check in area adjacent to the lobby.
 - 7.1.4. Cleaning of the shared lobby and non-youth restrooms.

8. INCIDENT REPORTS

- 8.1. NYS shall promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any NYS's Program participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

9. COMMUNICATIONS

- 9.1. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.
- 9.2. NYS agrees to provide the City with a summary report within thirty (30) days of the last day of each summer Program term identifying all activities held. The report will include statistics about the activity including date of the activity, name of activity, number of people in attendance and brief description of the activity.

10. INSURANCE

- 10.1. NYS shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by NYS throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all NYS activities occurring during the Program or on or within the Premises whether said activities are performed by employees or agents under contract to NYS. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days written notice to the City of Duluth. The City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph.
- 10.2. NYS shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- 10.3. NYS shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the NYS's interests and liabilities.
- 10.4. The City reserves the right to require NYS to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn.Stat. Sec. 466.04 are increased.
- 10.5. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.
- 10.6. When using the "Acord" Certificate form cancellation provisions, the words "endeavor to" on Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far

exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

10.7. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, it must be a pre-2004 edition.

10.8. The City shall not be liable to NYS for any injury or damage resulting from any defect in the construction or condition of the Premises, nor for any damage that may result from the negligence of any other person whatsoever.

11. HOLD HARMLESS

11.1. NYS agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or NYS, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of NYS, arising out of, related to or associated with the operation of the Program or use of the Premises by NYS or performance of its obligations under this Agreement.

12. TOBACCO USE

12.1. NYS acknowledges and agrees that there shall be no smoking or use of tobacco whatsoever in any building on the Premises or as otherwise prohibited by state or local laws.

13. CITY ACCESS

13.1. City shall have the right to inspect the Premises or monitor the Program at any time. NYS shall not change locks or otherwise prohibit or inhibit City access to any portion of the building. City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys. NYS is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by City or the current official contact person of NYS.

14. RELATIONSHIP

14.1. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting NYS or any of its officers, agents, servants, and employees as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. NYS's officers, agents, servants, employees, and volunteers shall not be considered as employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees and volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. NYS's officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

15. THIRD PARTY BENEFICIARIES

15.1. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

16. SEVERABILITY

16.1. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

17. NOTICES

17.1. Unless otherwise provided herein, notice to the City or NYS shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Parks and Recreation Division
Attention: Parks Manager
411 West First Street
Duluth, MN 55802

Neighborhood Youth Services
Attn: Kelly Looby, Program Coordinator
310 North 1st Avenue West
Duluth, MN 55806

18. GENERAL PROVISIONS

- 18.1. The rights of NYS to build, occupy, use, and maintain the above described Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
- 18.2. NYS agrees to operate the Program in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. NYS agrees to procure at NYS expense all licenses and permits necessary for carrying out the provisions of this agreement.
- 18.3. NYS agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.
- 18.4. The waiver by the City or NYS of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
- 18.5. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

CITY OF DULUTH

NEIGHBORHOOD YOUTH SERVICES

By: _____
Mayor

By: _____
Its Executive Director
Printed Name _____

ATTEST:

City Clerk
Date: _____

Its: _____
Board Officer
Printed Name _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

Exhibit A = City's RFP
Exhibit B = NYS's Proposal
Exhibit C = Performance Measurements
Exhibit D = Incident Report

EXHIBIT A



CITY OF DULUTH PURCHASING DIVISION

Room 100 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX

April 30, 2012

REQUEST FOR PROPOSAL 12-11DS

Good Fellowship Morgan Park Summer Youth Programs

The City of Duluth is accepting sealed Proposals from qualified organizations interested in facilitating a school's out/summer youth program at the City's Morgan Park neighborhood, for youth ages 6-17. Please provide the City of Duluth with a proposal per the following scope, description, requirements and goals.

Please mark your proposal with the above number and title on the outside of the envelope and return to: City of Duluth, Purchasing, Room 100, 411 West 1st Street, Duluth, MN 55802 by **2:00 PM. Friday, May 11, 2012.**

All proposals will be acknowledged aloud in room 106A of City Hall. Proposals will be reviewed by committee according to established criteria.

The City of Duluth reserves the right to reject all proposals, to select more than one to give presentations if so desired by the City of Duluth, or to select the best one and enter into further negotiations with the vendor.

Contact: Dennis Sears (218) 730-5003
Purchasing Agent
dsears@duluthmn.gov

Thank you.

**Parks and Recreation Department
Request for Proposal
12-11DS
Good Fellowship Morgan Park Summer Youth Programs**

A. Overview:

The City desires to contract with a third party to run a schools-out/summer program for the youth of City's Morgan Park neighborhood. The programs will be designed to provide a safe, structured environment during the summer in which the youth of the City are provided opportunities for education and to develop health and life skills, athleticism, and fitness. The City is currently soliciting qualified organizations interested in facilitating a summer program at the Morgan Park, Good Fellowship Community Center, for youth ages 6-17. Special funding has been allocated for this programming.

B. Scope of Services:

1. Contractor to create and operate a schools-out/summer youth program at the Good Fellowship Community Center ("Summer Program").
2. The Summer Program will begin in June, 2012 and will run through August 31, 2012, and for a similar duration thereafter for the term of the agreement. The program will operate Monday through Friday from approximately 8:00 a.m. to 5:00 p.m.
3. Contractor to hire all full-time and part-time staff as employees of contractor.
4. Contractor to comply with all City rules and regulations while operating programs at the Morgan Park
5. Contractor to provide reports, as directed by the City, that include an overview of activities, programs, service projects, surveys, and participation numbers. Provide an annual report including a summary of activities, programs, service projects, surveys, and participation numbers for each program. Must provide measurable outcomes.
6. Contractor to complete monthly community service projects in all programs.
7. Contractor to maintain enrollment of 100 children/youth in the youth Summer Program
8. Goals will be set between City's Parks and Recreation Manager and Contractor to increase program enrollment and program quality.
9. Contractor to provide meals as appropriate in conjunction with programs.
10. Contractor to provide all supplies necessary to carry out programs.
11. Contractor to provide transportation necessary to travel to location of community service projects and any off-site activities.

12. City will provide use of appropriate space in the Morgan Park Good Fellowship Community Center, including scheduled use of gymnasium. Alternate sites will be considered.
13. Contractor is to provide an outline of methods to be used to market and advert youth programming at the Center.
14. Contractor to require appropriate criminal background checks on all employees and maintain a zero-tolerance policy on drug and alcohol use for all employees.
15. Contractor must operate in compliance with the laws of the United States of America, State of Minnesota, St. Louis County, City of Duluth, and State and Federal Bureaus.
16. Contractor is required to procure and maintain in force throughout each Summer Program, at Contractor's cost and expense any license or official permits required for carrying out the Summer Programs.

C. Insurance and Indemnification Requirements:

1. Contractor shall provide evidence of insurance for all its activities on said premises. A Comprehensive General Liability Insurance Policy shall be maintained in force by Contractor throughout the life of the agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for bodily injuries and in an amount of not less than Five Hundred thousand Dollars (\$500,000) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000) single limit coverage. Such coverage shall include all Contractor activities occurring on or within said premises whether said activities are performed by employees or agents under contract to Contractor. Such policy of insurance shall be approved by the City Attorney's Office and shall contain a condition that it may not be cancelled without thirty day (30) written notification to the City of Duluth. The City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph. The City reserves the right to require Lessee to increase the coverage set forth above and to provide evidence of such increased insurance coverage to the extent that the liability limits as provided in Minn, Stat. Sec. 466.04 are increased. Contractor shall provide evidence of Workers Compensation Coverage, as required by Minnesota Statutes.
2. Contractor shall be expected to defend, save harmless and indemnify the City of Duluth, its agents and employees from any loss, cost of damage by reason of personal injury or property damage of whatever nature or kind arising out of, or as a result of, the performance of the work by the Contractor, its employees, agents, or subcontractors.

D. Proposal Content:

1. The City will accept proposals from organizations that are capable of providing all the Services described herein. Each Proposal must include, at a minimum, the following information:
2. Name, address and telephone number of organization submitting the proposal along with the name of the contact person responsible throughout the contract duration.

3. Name, association with the individual or firm and work experience of all key personnel who would provide service to the City under this contract.
4. Response to Scope of Services, including qualifications to complete the proposed Services.
5. A chronological list of "In progress" and "Completed" projects similar in scope to the City's request.
6. Evidence of Insurability.
7. Copies of applicable employee policies concerning criminal background checks and zero tolerance on drug and alcohol use.
8. Three (financial) references whom the City can contact.
9. Three (3) professional references whom the City can contact.
10. Proposed Cost.
11. Other relevant information not specifically mentioned here but which may be helpful or relevant in assessing the abilities and capabilities of candidate(s) to successfully and satisfactorily operate the Summer Programs.

E. Submittal Review and Assessment: A Selection Committee composed of representatives of the City of Duluth will review the proposals. Criteria used in evaluating the proposals will include but may not be limited to the following:

1. Contractor capability, qualifications, and solution approach, and measureable outcomes for success.
2. Contractor experience and scope of past or current programs similar to City's request.
3. Cost of proposed programs.
4. Ability to create and operate programs in a timely manner.
5. Ability to have initial program underway in June of 2012.
6. Ability to provide required insurance.
7. References.

The Selection Committee will select a Contractor based on the submittals received. No formal interviews are anticipated, however the Selection Committee reserves the right to ask for interviews as needed.

The City reserves the right to modify the scope of services. The City reserves the right to award this bid or portions of this bid to more than one contractor. The City may perform a due diligence process on the Contractor receiving the highest evaluation.

F. Form of Agreement Between the City and Contractor. The final contract will be negotiated with the successful organization for a term of up to three (3) years with the option for renewal. The City anticipates completion of the agreement negotiations on

or before Tuesday, May 29, 2012. **The final agreement must be approved by the Duluth City Council prior to the agreement becoming effective.**

G. Submission of Proposals:

1. Two hard copies plus a CD of the formal proposal must be submitted and received not later than **2:00 pm Friday, May 11, 2012** to the City Purchasing Office, Room 100 City Hall, Duluth, MN 55802 where it will be time stamped and acknowledged as properly received. No facsimile transmittals will be accepted. All submittals must either be hand carried or delivered by mail or other delivery service. ***It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time.***
2. All questions relating to this RFP should be directed to **Keith Hamre**, Director of Planning and Construction Services, at **218-730-5297** or **Daniel Fanning**, Community Relations Officer, at **218 730-5230**.
3. Proposals will be screened and if determined to be necessary, interviews arranged with the top three candidates.
4. Upon completion of the selection process, the candidates not selected will be notified in writing within ten (10) days of the proposal submission date identified above.
5. The City reserves the right to accept or reject any submittal as it best serves its convenience and/or is found to be in the best interest of the City. The City encourages and welcomes bids from women and minority owned businesses. The City shall have the right to reject any or all Proposals. The City reserves the right to waive informalities and/or irregularities in the Proposal procedure and such waiver is at the City's sole discretion. Upon exercising its discretion and determining which organization is best suited to meet the needs of the project and the City, the City will notify all submitting organizations of its decision to negotiate a contract with the chosen organization.

EXHIBIT B

**Request for Proposal
12-11DS
Good Fellowship Morgan Park Summer Youth Programs**

**Neighborhood Youth Services
310 North First Avenue West
Duluth, MN 55806
218-723-3523
Contact: Kelly Looby**

Scope of Services

Neighborhood Youth Services, Copeland Valley Youth Center, Riverside Community Club, Morgan Park Community Club, Gary New Duluth Community Club, Fond du Lac Community Club and Stowe Elementary School have formed a collaborative to provide quality year round programming to youth living in the riverside neighborhoods of Duluth. For the purposes of submitting this RFP and acting as the fiscal agent Neighborhood Youth Services, a program of Woodland Hills, will act as the contact for the collaborative.

The members of the collaborative have been meeting to discuss programming options to meet the out-of-school time needs of youth in Morgan Park, Riverside, Gary New Duluth and Fond du Lac. After looking at a variety of ways for ensuring youth from these underserved areas the group has determined that they are interested in seeing services offered in a variety sites throughout the area. In addition, they would like to see programming offered beyond summer and into the school year. A programmatic framework was designed based on the input from community leaders from the neighborhoods. The framework includes both summer and afterschool programming starting in June of 2012 and ending in May of 2013. The framework is outlined below.

Riverside Communities Youth Program Programmatic Framework

Summer Program

Summer programming will be offered from 12-4:30 Monday through Friday starting by June 25, 2012 and ending August 31, 2012. Programming will be designed for youth ages 6-17 years old and will be offered initially three days a week at the Good Fellowship Club in Morgan Park and two days a week at Stowe Elementary School. As the program gets underway and suitable park and/or facility locations in Riverside and Fond du Lac are identified, programming will be offered one day a week in those communities as well. By offering programming at sites throughout the riverside communities, a greater number of youth will be able to be served and additional services will be available to youth including the hot lunch program at Stowe Elementary. This collaborative opportunity with Stowe is a natural fit. It not only will allow the summer program to benefit in cost reduction due to youth eating at school it will also provide programming to a large group of youth already gathered together at that site.

The summer program will be broken into theme weeks focusing on topics such as environmental education, physical fitness, arts, science, outdoor education and recreation. The outcomes for the programming will be

focused on developing healthy lifestyles through physical activity, social skills development, and discovering how to be a contributing member of their community through a variety of service learning projects in the community. Program offerings at the various sites throughout the riverside communities will be open to all youth from throughout the identified communities. For example, youth from Fond du Lac will be welcomed to attend programming at Riverside and youth from Morgan Park will be welcomed to attend programming at Fond du Lac. Bringing 75-100 youth together from far west Duluth neighborhoods, provides a sense of greater community and friendships are built that can carry over into school and other areas of life.

Fall-Spring After-school Programming

Terry Cottingham, principal of Stowe Elementary School, has offered to provide the youth program collaborative with space at Stowe School during the summer, fall, winter and spring for program implementation. Programming during the school year will focus on developing healthy lifestyles through physical activity, social skill development and academic assistance. In addition to programming taking place at Stowe Elementary, youth programming will also take place at the Good Fellowship Club and other riverside communities from 3-7 p.m. Monday through Friday. Programming will be based on the needs and interests of youth in the neighborhoods the programming is serving. The same outcome themes of developing healthy lifestyles, social skill development and academic assistance will be carried over to these sites.

The program will be staffed by trained youth developed workers from Neighborhood Youth Services and Copeland Valley Youth Center. AmeriCorps members will be an integral part of the program delivery team as well. In addition, trained volunteers from the community will also be involved with program delivery. Many community members have already indicated a strong interest in being involved with assisting in program implementation.

Ability to Provide Services

Information on Woodland Hills and History of Neighborhood Youth Services

Since 1992, Neighborhood Youth Services (NYS) has responded to the community's need for a program that provides a safe place where children can learn, play and connect with community, friends and family. This impactful program began with a vision by then-Juvenile Court Judge Gerald Martin, then-Duluth Police Chief Scott Lyons and neighborhood

leaders as a means of strengthening families and reducing risks that contribute to juvenile delinquency. Woodland Hills, a nationally known leader in youth programming, created and continues to operate NYS to assist young people from making negative choices and developing delinquent behaviors. The program was designed to appeal to and help all youth within the urban core of Duluth. While community resources decrease and needs increase and evolve, Neighborhood Youth Services has consistently provided free education, healthy lifestyles and service learning programming to over 600 youth ages 6-17 each year.

Woodland Hills recognizes the potential that exists in all youth. The mission of Woodland Hills is to provide unwavering hope and opportunity for youth, families and communities. As a community program of Woodland Hills, the purpose of Neighborhood Youth Services is to engage diverse youth by offering hope, a sense of belonging, and opportunities to develop to their full potential. NYS bases programming on positive youth development. According to the Search Institute, the more assets a youth has, the better chance he/she will have a of being a healthy, productive and contributing member of society. By using the Search Institutes' Developmental Asset Framework, NYS builds on the strengths of youth and aims to provide opportunities for personal development that are engaging, diverse and fun. Neighborhood Youth Services' Enrichment Center is where youth have access to safe, structured and free activities during out-of-school times. On any given day the NYS Enrichment Center provides an average of 50 of Duluth's most underserved youth with programming designed to meet their needs and interests.

There are numerous youth- and family-serving organizations in Duluth, many with which Neighborhood Youth Services collaborates to avoid duplication of services and as a means of combining resources. Its location in the Washington Center affords NYS and its neighbors in the building (City of Duluth Parks and Recreation, Early Childhood and Family Education, Duluth Area Youth Basketball Association and the Art Space Co-op) the opportunity to serve as a community resource. In addition, NYS work with Duluth public high, middle and elementary schools to assist with building relationships between youth, their parents/guardians and school personnel. NYS also partners with the Y, Boys and Girls Clubs, Copeland/Valley Youth Center, and the YWCA to provide community-based and academic-based mentoring. Lastly NYS is active in the Duluth Youth Agency Coalition (DYAC). The mission of DYAC is to share resources and programming and to advocate for quality youth development opportunities for the young people in our community. Other agencies involved with DYAC include YWCA, Girl Scouts, Boy Scouts, Copeland/Valley Youth Center, YMCA, Lutheran Social Services, University of Minnesota Extension 4-H, Life House, Grant School Collaborative, East Hillside Patch and Men as Peacemakers.

In addition to the collaborations listed above, Neighborhood Youth Services collaborates with many organizations that work to service youth, especially at-risk youth. NYS partners with the African American Men's group for fishing trips and other special activities throughout the year. This allows for positive adult interactions with African American men in our community. Other programs that partner with NYS are Planned Parenthood and Lutheran Social Services Street Outreach. These programs work with NYS to provide sex health education and free and confidential health care which leads to promoting self-respect and respect for others. Lastly, NYS, the Duluth Police Department and Arrowhead Regional Corrections host an annual "Community Warm-Up" event geared at building positive relationships between the youth and correction agencies.

NYS Program Description

Neighborhood Youth Services Enrichment Center meets a significant community need by providing high-quality, no-cost out-of-school time programming for youth and their families living in the urban core area of Duluth. This area includes the Central and East Hillside neighborhoods and the Lincoln Park neighborhood.

These neighborhoods have a high percentage of low- to moderate-income families. Of the four most impoverished neighborhoods within the City of Duluth, three are located in the cores hillside area. These three areas experience an average of 45% of the residents living in poverty. Neighborhood Youth Services also serves a significant percentage of minority residents, more than 9 times the city average of 7.3% minority population. Neighborhood Youth Services participant demographics include: 88% live in a minority household (55% African American, 3% Native American, 30% multi-racial); 65% reside in a single-parent household and 96% in a household of very low- to low income based on current HUD guidelines.

Less than 20 percent of Duluthians live in the neighborhoods NYS serves, yet during the months of July and August of 2011 21% of the assaults, 27% of the robberies and 17% of the weapons calls to the Duluth Police Department came from within one-half mile area around Neighborhood Youth Services.

Additional challenges facing youth served by Neighborhood Youth Services include academic success, social issues, hunger, generational poverty, absentee adult supervision during out-of-school-times, the need for avenues to express ideas and thoughts, the needs for attention and

positive relationships with adults, social needs including wanting to be with friends and siblings, boredom, lack of computer access, lack of conflict resolution skills and the need to feel they fit in and belong somewhere. These challenges can and often do interrupt the path to success for a youth.

NYS recognizes the challenges facing youth in the urban core of Duluth and designs and implements programming and staffing patterns to support the needs and interests of youth and their families. Programming is offered via two programming tracks. One track, the NYS Enrichment Center offers programming designed to build life skills enabling them to develop to their full potential. The second track is the NYS JET (Jobs, Education and Training) Project that focuses on assisting youth ages 15-21 in developing their job readiness skills and preparing for higher education opportunities and securing employment.

The Neighborhood Youth Services Enrichment Center is open from 3-7 p.m. Monday through Friday during the school year and from 10 a.m. - 4 p.m. during times school is not in session. These hours directly correlate with the need for our nation's and communities' youth to have safe, structured, supervised learning opportunities during out-of-school times. In general, Neighborhood Youth Services Enrichment Center provides healthy living activities, social skill development, academic achievement support, cultural awareness activities, art awareness and appreciation activities, structured and free-play recreational activities, environmental and outdoor education activities, service learning opportunities, teen specific programming, life skills development and access to Mentor Duluth programming. Lastly, NYS provides youth with opportunities for youth to connect with people and places both in their neighborhood and beyond.

Neighborhood Youth Services also strives to involve families in programming activities to increase family support to youth to ensure NYS has a greater impact on the youth we serve. Activities families are encouraged to attend are celebrations such as the NYS graduation dinner for all NYS students graduation from elementary, middle and high school, holiday feasts and special programming such as the NYS Open Mic Night program. Open Mic Night was designed by youth to allow them to develop their talents in dancing, singing, story telling, and acting and then perform for their family, friends and the community. This provides opportunities for families to work together and for youth to develop their skills and self-confidence and esteem by performing in front of others.

Through the multi-faceted program delivery approach used, NYS is able to address a variety of issues youth face including developing decision making skills, conflict resolution skills and enhancing independent living skills. These are the outcome areas Neighborhood Youth Services will be

focusing on during 2012-2013. By implementing a program that includes a balanced variety of activities participants are more likely to experience positive educational and social achievement outcomes than they would if attending programs that do not provide a variety of activities (Hahn et al. 1994). In addition the program activities offered through the NYS Enrichment Center mirror the activities identified by the U.S. Department of Justice as quality after-school activities (U.S. Department of Justice, 2000).

Information on Copeland Valley Youth Center

The Copeland Valley Youth Center is the product of a successful merger of the Copeland Community Center and the Valley Youth Center in 2009. Prior to this merger, each agency had a history of serving their respective neighborhoods since the early 1980's. The original premise of both agencies was to offer fun, safe, supervised, and structured activities to youth in the times of day when no adult or parent supervision was present within their homes. Each agency was founded by caring resident parents coming together and creating a neighborhood-based program to address these hours of unstructured and unsupervised times their children would be experiencing. These parents knew their neighborhoods had little ability to pay for child care services and if their children were not supervised in a safe and structured environment the likelihood their children ending up in trouble was greater than other neighborhoods because of the high concentration of low incomes and high diversity. It's that local neighborhood caring influence that has made our program successful for the last 27 years.

Our vision is to be a place where kids become community. Our mission is to provide opportunities that encourage kids to grow and build self-confidence to become successful community members.

- We seek to provide a positive, safe, stable, and trusting environment where kids can grow.
- We support kids through encouragement and structured program opportunities.
- We strive to be role models of trust, reliability, perseverance, and showcase quality community minded behaviors.

Our agency is the free after school, summer, and/or out-of-school time youth development service provider for the families in the western Duluth neighborhoods. To best illustrate or describe what our agency provides, we would like to place you inside the mindset of our youth participants. When a participant comes through our doors, they can expect to see our staff happy to see them and ready to assist them in their social development. Once there, they can choose to engage in fun social

developing experiences, have something to eat in the afternoon or evening times, get assistance with homework, play organized games/sports, create art, and/or use their imagination in any of our other daily activities. We can also provide our participants with the possibility to enroll in the Mentor Duluth program to be matched with a caring adult in a community based setting, sign up for special events, and access computers with the internet. We offer access to partner youth service providing programs (Boy Scouts, Girls Scouts, or school based community education).

Biographies of Key Staff

Neighborhood Youth Services

Kelly Looby, M.S. Parks and Recreation Administration
27 years experience in youth program development and implementation for diverse and low income communities, development and implementation of volunteer programming and community organizing.

Aaron Gelineau, 3 years of college courses in social work and education, 18 years experience as a Youth Worker at NYS. Experienced in youth program development and implementation focusing on underserved youth of diverse and low socio-economic backgrounds.

Copeland Valley Youth Center

Russ Salgy, B.S. City Planning and Administration
15 years experience in the Agency Director level. Competencies in neighborhoods of high concentrations of poverty, low, and low moderate family income levels, 23 years experience in after school youth development service delivery, and history of collaboration and/or partnerships to provide the highest quality youth service delivery at the most reduced cost to the community.

Angelo Simone: 27 years experience as a Youth Program Coordinator/ Site Director. He has been providing the positive adult guidance to the youth in West Duluth almost 3 decades. This history allows Angelo to not only know the youth coming to our site but also the family lineage back to parents when they came to our site and in some cases grandparents.

List of Projects Similar in Scope

Neighborhood Youth Services and Copeland Valley Youth Center have been offering youth programming for youth ages 6-17 for a minimum of 20 years each . Both agencies have received numerous grant awards from local foundations, regional foundations and State of Minnesota grants. In addition, both agencies have experience in receiving funds from the City of Duluth through the CDBG process. With this amount of program delivery experience and grant fund management both agencies have proven to be effective with delivering quality program outcomes and sound financial management.

MORGAN PARK BUDGET 2012-2013

Revenue	\$40,000
City of Duluth	\$40,000
Expenses	\$40,000
Salaries	
2 youth workers @ 24hrs/wk x 52 weeks	\$26,208
Benefits	
2 youth workers @ 24 hrs/wk x 52 weeks	\$5,242
Transportation	
Gas, Maintenance, Insurance	\$3,000
Program Supplies	\$5,550

Financial References

North Shore Bank of Commerce - Business Banking

Brenda Brannan
(218) 625-1266

North Shore Bank of Commerce - Trust Department

Jeff Cadwell
(218) 733-5502

Wells Fargo - Investment Management and Trust

Dave Houim
(218) 723-2775

Professional References

Johnson Insurance Consultants

David Pollard
(218) 722-4431

McGladrey LLP

Jim Spreitzer
(218) 727-5025

Fryberger Buchanan Smith & Frederick PA

Michael Cowles
(218) 722-0861



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cartier Agency 2631 West Superior Street P. O. Box 16567 Duluth MN 55816-0567		CONTACT NAME: Lori Soiney PHONE (A/C No. Ext): (218) 727-5992 FAX (A/C No.): (218) 727-1501 E-MAIL ADDRESS:	
INSURED Woodland Hills Residential Treatment Center 4321 Allendale Avenue Duluth MN 55803		INSURER(S) AFFORDING COVERAGE INSURER A: First Nonprofit Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1122905482 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. & Sexual Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		IMP2218203	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO - ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		IMP2207322	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS ID, 000		OXI2207436	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC/STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Dishonesty		IMP2218203	1/1/2012	1/1/2013	Ded: \$500 \$325,000
B	Directors & Officers		041889532	2/28/2011	2/28/2012	Ded: \$5,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Addtl Insured: City of Duluth Parks & Recreation

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph Jeannette/PAP



Morgan Park Community Club

Meets the first Tuesday of each month at 6:30pm. Sept – May

President: Kathy Lee 626-1571 Vice-President: Fred Guist 626-3613

Secretary: Jackie Morris 626-1296 Treasurer: Sue Majewski 626-2638

Board of Directors: Jill Eckenberg, Josie Hovevar, Amy Johnson, Lucille Kolberg,

Bill Majewski, Shari Mortonelli, Brian Parenteau, Karin Swor, Glenn Tridgell

Neighborhood Coordinator: Debbie Isabell-Nelson 260-8045

Webmaster: John Strongtharm 626-2240

Our most important member...YOU!

WWW.MORGAN-PARK.NET

May 9, 2012

City of Duluth
City Hall
Duluth, Minnesota 55802

To Whom It May Concern:

It is my pleasure to write a letter on behalf of the Morgan Park Community Club in support of the proposal for youth programming for Morgan Park and the Riverfront Communities of Duluth being submitted to the City of Duluth by Neighborhood Youth Services. Community Club members from Morgan Park, Riverside and Gary New Duluth; administration from Stowe Elementary School; and staff from Copeland Valley Youth Center and Neighborhood Youth Services have been working together to design a program that meets the needs and interests of our youth not only for the summer but throughout the entire year. This is an exciting collaborative effort and will provide an effective program for youth in the area.

As a strong, resident driven Community Club we support the efforts of Neighborhood Youth Services as they seek external funding to support a program designed to meet the out-of-school time needs of the youth in our communities. This is a program that can help our youth gain access to physical activities, social skill development and gain greater self confidence through a variety of hands-on fun activities. In the end it will develop stronger youth and stronger communities.

Sincerely,

Debbie Isabell-Nelson

Morgan Park Neighborhood Coordinator

On behalf of the Morgan Park Community Club

c/o 1040 84th Avenue West

Duluth, MN 55808

(218) 260-8045

"If every community member does "One Thing" We will get over 1000 things done!"

May 8, 2012

City of Duluth
City Hall
Duluth, MN 55802

To Whom It May Concern:

I am taking this opportunity to write a letter of support for the youth programming proposal that Neighborhood Youth Services is submitting to provide services to youth in the far western neighborhoods of Duluth.

As a community resident of the Riverside Neighborhood I am very aware of the need for youth programming to occur not only during the summer but throughout the year. A group of residents from Riverside, Morgan Park and Gary New Duluth as well as administration from Stowe School and staff from Copeland Valley Youth Center and Neighborhood Youth Services have been working together to design a program that will meet the needs and interests of youth in our communities. I am looking forward to seeing the program implemented and watching the youth and communities grow from the experiences provided through the program.

In conclusion, I fully support the efforts of Neighborhood Youth Services as they seek external funding to support a youth program designed to meet the needs and interests of youth in the far western communities. This program will provide opportunities for youth to develop skills that will make them stronger and in turn our communities will be stronger.

Sincerely,



Carol Newkumet
Riverside Community Club



Educational Excellence With An Environmental Emphasis

May 8, 2012

City of Duluth
City Hall
Duluth, MN 55802

To Whom It May Concern:

It is my pleasure to write this letter in support of the out-of-school time youth programming for the far west communities of Duluth being submitted by Neighborhood Youth Services.

The need for youth programming is great in this area and I am looking forward to working collaboratively with community residents and staff of Copeland Valley Youth Center and Neighborhood Youth Services to provide year around programming to youth in these communities. Year round programming will provide youth with not only physical activities, social skill development, increased self-esteem but much needed academic support through homework assistance and experiential learning opportunities.

In conclusion, I fully support the efforts of Neighborhood Youth Services as they seek external funding to support this collaborative program design to meet the needs and interests of youth in the far west communities of Duluth. By working together we will build stronger youth, which in turn will lead to stronger communities.

Sincerely,

Terry Cottingham
Principal
Stowe Elementary School

EMPLOYEE SELECTION

POLICY: Woodland Hills has procedures for hiring new employees, specifying conditions of employment and providing orientation.

PROCEDURE:

Job Openings:

Job openings are posted internally and advertised through newspapers, Woodland Hills' website, and other child care agency websites. Employees are expected to apply in writing for new or promotional openings. Woodland Hills will fill vacant positions with applicants that best meet the overall qualifications of the position and needs of the agency.

Employees are employed based on qualifications and competence for a particular position. In considering an applicant, attention is given to education, experience and the specific needs of the agency. Employment at Woodland Hills is "at will," therefore Woodland Hills or the employee may terminate employment at any time, for any reason.

Job Applications:

All new job applicants will complete an agency employment application and provide a resume when appropriate.

References:

All job applicants will provide the names, addresses and phone numbers of at least three unrelated persons for reference checks.

Record Check:

During the initial interview all job applicants will be informed that a criminal history check is required prior to employment. Job applicants will be given a privacy policy and will sign authorization forms allowing Woodland Hills to complete a criminal history check, encompassing civil child abuse or neglect actions and a sexual exploitation background check.

Under Minnesota law, applicants with records of physical or sexual abuse or neglect of minors may not be employed in residential treatment.

Employment Eligibility Verification (Form I-9):

United States immigration laws require employers to verify employment eligibility of individuals. All employees are required to complete Form I-9 and provide proof of citizenship for employment in the United States.

Personnel Practices

1. New employees will receive a written employment confirmation letter, which includes start date, initial salary, and employment status. Work schedules will be coordinated with the individual by their supervisor. New employees will be informed of any special conditions regarding their employment.
2. All new employees are required to complete the agency orientation process. The orientation will clarify work expectations for the new employee and help them gain a better understanding about the organization and its programs.

Orientation Process:

New employees are required to complete 40 hours of orientation. Orientation and mandatory training requirements can be found in Orientation/Training.

Approved: 06/94
Reviewed/Revised: 11/08

CRE 2960:0030(9)

ALCOHOL/DRUG FREE WORKPLACE

POLICY: Woodland Hills provides an alcohol/drug free workplace for all employees.

PROCEDURE:

Woodland Hills prohibits the use, possession, sale, transfer, or being under the influence of alcohol or controlled substances, identified by state and federal laws, during all work hours on Woodland Hills' owned property or while performing work.

EXCEPTION: This policy statement does not apply to employees when the prohibited act or possession is performed in accordance with policy, or possession is necessary in connection with the investigation of illegal activities or while in control of contraband.

Woodland Hills will provide to its clients and employees a drug and alcohol free environment. No employee, volunteer or contractor of Woodland Hills is allowed to report to work while impaired or influenced by alcohol, prescription drugs, controlled substances or other mood altering drugs. Woodland Hills encourages employees in safety sensitive positions to notify their supervisors if they are taking medically prescribed drugs, which may impair their job performance. Furthermore, if prescription medication is brought to work by an employee, educational staff, volunteer or contractor, the medication will be secured in a locked area not accessible to clients.

Woodland Hills prohibits any employee, volunteer or contractor from operating, using or driving any equipment, machinery or vehicle while performing work for Woodland Hills while impaired or influenced by the use of alcohol or drugs, including the abuse of prescription medication.

Woodland Hills prohibits employees from consuming or using alcoholic beverages or controlled substances during lunch and dinner meals or break periods when returning to work to perform work on behalf of Woodland Hills.

Woodland Hills requires, pursuant to the Drug-Free Workplace Act-1988, that an employee must notify their supervisor of any criminal drug conviction violation occurring in the workplace, within five (5) days of such conviction.

Woodland Hills requires that any employee who is called in to work on a non-scheduled shift must notify his/her supervisor, program coordinator(s) or the Director of Residential Services prior to starting work if they have consumed alcohol beverages, ingested controlled substances or taken prescription drugs which may impair performance of duties. It will be the responsibility of the program coordinator or the Director of Residential Services to ask pertinent questions to determine the employee's ability to perform in a safe, fully functioning capacity. It will be the

responsibility of program coordinator(s) or the Director of Residential Services to document the authorization allowing the employee to come to work.

Woodland Hills requires that supervisors notify their administrative supervisor when there is evidence or reasonable suspicion to believe that an employee, volunteer or contractor has or may have illegal drugs in his/her possession at work. It will be the responsibility of the Chief Operations Officer or his/her designee to contact the appropriate law enforcement agency to take action in these circumstances.

Woodland Hills requires that any employee in violation of any of the provisions of this policy will be subject to disciplinary action, up to and including termination. Each situation involving a violation will be thoroughly investigated and appropriate action will be taken.

Woodland Hills will take an active role in educating employees of the dangers involved in drug and alcohol use and abuse. Woodland Hills will continue to promote the Employee Assistance Program for the purpose of assisting and rehabilitating employees with drug or alcohol related problems. Employees who may have an alcohol or drug abuse problem are encouraged to seek a professional, confidential assessment from the Employee Assistance Program before the problem impacts the employee's job performance.

Woodland Hills' employees have a responsibility to abide by the provisions of this policy. Any supervisor who observes an individual in violation of these provisions is required to document the circumstances, facts and observations made. An investigation will then be conducted to review the facts surrounding the situation. For safety reasons, Woodland Hills' employees have a responsibility to report any work-related situation in which they observe an employee functioning under impaired circumstances or have information indicating that an employee has violated any provision of this policy. Woodland Hills may require that an employee in violation of any provisions in this policy participate in a referral to the Employee Assistance Program. Compliance with any subsequent referrals for treatment programs will be mandatory.

NON-DISCRIMINATION STATEMENT

The Woodland Hills' Drug and Alcohol-Free Workplace Policy will be applied and enforced without discrimination.

Approved: 11/95
Reviewed/Revised:

**SUMMER YOUTH PROGRAMING
2012 CITY of DULUTH LEGACY FUNDING
FY 2012 EXHIBIT A**

EXHIBIT C

Project: **Morgan Park / Neighborhood Youth Services**

Scope of Service: Neighborhood Youth Services in collaboration with Copeland Valley Youth will provide Summer Youth Programing to youth living in the Morgan Park neighborhood at the Good Fellowship Center located in Morgan Park. This is year one of a three year commitment.

Performance Measurement 1: Increase academic achievement skills and abilities in 65 percent of the youth designed needing these services.

Performance Measurement 2: Sixty-five percent of the participants participating in the healthy living activities will show an increased understanding and appreciation of living a healthier life style.

Performance Measurement 3: Sixty percent of youth participating in social skill development activities will indicate they have an increased knowledge of social interaction expectations and/or conflict resolution skills.

Budget:

<u>Amount</u>	<u>Program Activity Costs</u>
\$ 26,208.00	Two Youth Workers
\$ 5,242.00	Benefits for two youth workers
\$ 3,000.00	Transportation
\$ 5,550.00	Program Supplies
\$ 40,000.00	Total Expenditures

Reimbursement Formula: Twice yearly payments which are based be based on performance measurements as noted above.

Income Verification: Does not apply to this program.

INCIDENT LOCATION:			
POLICE CALLED? <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR#:	
City Vehicle, Property, or Equipment Involved	Description: _____		
	Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
Non-City Vehicle, Property, or Equipment	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other		
	Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
Weather Conditions		Roadway Conditions:	Light Conditions:
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor
		Other:	
		Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
MISCELLANEOUS COMMENTS: _____			

Sketch below how vehicle accident occurred (Give street names, direction of travel, locations of vehicles, objects and traffic control devices) ↑ North