

RECREATION, LIBRARIES, & AUTHORITIES COMMITTEE

12-0439R

RESOLUTION AUTHORIZING AN AGREEMENT WITH DULUTH AREA FAMILY YMCA TO PROVIDE AFTER SCHOOL PROGRAMMING AND SUMMER YOUTH PROGRAMMING AT VARIOUS LOCATIONS AT A TOTAL COST FOR THE THREE YEAR AGREEMENT NOT TO EXCEED \$450,000.

CITY PROPOSAL:

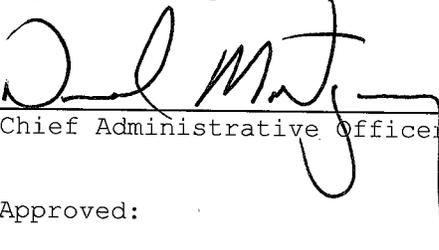
RESOLVED, that the proper city officials are authorized to execute and implement a three-year agreement with Duluth Area Family YMCA to provide after school and summer youth programming at various city or school district locations, substantially the same as that on file with the city clerk as Public Document No. _____, and providing for the annual payment of \$150,000, for a total contract amount of \$450,000, payments to be made from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services).

Approved:



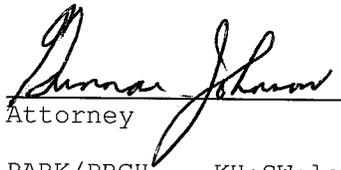
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARK/PRCH KH:SW:le 08/17/2012

STATEMENT OF PURPOSE: This resolution authorizes a three-year agreement for professional services for youth development with the Duluth Area Family YMCA for expanded summer recreation opportunities at neighborhood sites which have community sponsors. Under the terms of the agreement, YMCA will provide approximately thirty-one (31) Americorps members who will partner with neighborhood youth agencies to provide School Outside of School programming during the school year and summer programming when school is out of session; and facilitate youth programming which will provide a safe, structured environment for the youth in Duluth. The program will also provide the youth with education opportunities as well as development of health and life skills, and recreation activities.

**GRANT AGREEMENT
FOR SUMMER YOUTH PROGRAMS
DULUTH AREA FAMILY YMCA / TRUE NORTH AMERICORPS**

THIS AGREEMENT, is 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 **DULUTH AREA FAMILY YMCA, a Minnesota nonprofit corporation** located at 302 West First Street, Duluth, MN, 55802, hereinafter referred to as "**YMCA**"

RECITALS

WHEREAS, the City working in cooperation with the YMCA requested a budget for YMCA to operate citywide youth services programming at City Park and Recreation sites and to provide out of school time education at selected Independent School District (ISD) 709 school locations and non-profit youth serving agencies (collectively referred to as the "Programs"); and

WHEREAS, YMCA submitted a budget and work plan to the City for said Programs.

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

1. ADMINISTRATION

1.1. For purposes of administering this Agreement, the City shall act through its Director of Planning and Construction Services or designee and the YMCA shall act through its Chief Operating Officer/ Executive Director – Community Services or designee.

2. SERVICES/PROGRAMS

- 2.1.1. The following services will be provided and or monitored by YMCA all of which are described in more detail on the attached Exhibit B: (a) initially place and train 30 AmeriCorps members in full time (FTE) positions throughout the City of Duluth to service youth within the Park and Recreation system, ISD 709 schools and non-profit youth serving organizations; (b) facilitate summer youth programs at multiple locations which will provide a safe, structured environment for recreational activities and (c) provide youth with educational opportunities using the best practices of out of school time (OST) to improve reading and math skills as well as development of health and life skills. As part of these services, YMCA shall be responsible for the following:
- 2.1.2. Ensuring that there is a minimum of 7,500 hours each year of AmeriCorps service available to selected summer programming sites.
- 2.1.3. Developing a Request for Proposals (RFP) process that allows the City, non-profit organizations and ISD 709 to apply for AmeriCorps members to serve at their summer programs sites.
- 2.1.4. Providing a listing of summer sites awarded AmeriCorps members by February 28, 2013 to the City.
- 2.1.5. The YMCA's responsibility is to monitor awarded sites to ensure they provide properly trained and licensed staff (when necessary) in sufficient numbers to adequately supervise AmeriCorps members.
- 2.1.6. Monitor sites in the provision of items including equipment and supplies required for the daily operation of the Programs. YMCA acknowledges and agrees that the City's has agreed to supply the YMCA with items in stock at the time of signing this Agreement and that the City will not purchase additional items for the operation of the Programs.

3. LOCATION OF SERVICES

- 3.1. The Programs will be held at various locations all of which shall be open to the public and accessible. The YMCA is responsible for placing AC Members at awarded sites/locations whether they are owned by the City, ISD 709 or a non-profit organization.

4. FEES, REPORTING AND TAXES

- 4.1. It is agreed between the parties that YMCA's maximum annual fee for services provided under this Agreement shall not exceed the sum of One hundred fifty thousand and 00/100 dollars (\$150,000) inclusive of all expenses associated with the Programs, payable from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services). YMCA shall submit quarterly invoices for services, to coincide with the reporting requirements (October, January, April and July), together with such reasonable substantiation as requested by the City, to the attention of Kathy Bergen (or her successor), Manager of Parks and Recreation. Payments will be made within 45 days of the requests. A final report and completion of the Performance Measurements as outlined on Exhibit A will be submitted to the Manager of Parks and Recreation within 60 days of completion of the project.
- 4.2. YMCA shall file with the City Auditor an annual itemized budget statement showing all YMCA income and expenses related to the operation of the Programs within 45 days of the signed contract. A final statement shall be filed not later than October 15 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 YMCA's By-Laws and Articles of Incorporation shall be provided to the City before this Agreement takes effect.
- 4.3. YMCA agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all YMCA books, records, documents, and accounting procedures and practices related to the operation of the Programs 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, YMCA shall provide all requested financial information related to the Programs.
- 4.4. YMCA shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. YMCA 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 YMCA from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

5. TERM AND TERMINATION OF AGREEMENT

- 5.1. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on August 16, 2012 and shall continue through August 15, 2013 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 August 15, 2015.
- 5.2. Should YMCA be in default or violation of any of the provisions of this Agreement, City shall provide to YMCA written notice of such violation or default and shall allow YMCA 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 YMCA in the manner described, but City shall be obligated to pay YMCA for that portion of the fee earned as of the date of termination except City shall be relieved from payment of any fees in respect of the services by YMCA and/or AmeriCorps which gave rise to such breach.

6. COMMUNICATIONS

- 6.1. 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.
- 6.2. YMCA agrees to provide the City with a summary report within 60 days of the last day of each summer Program term identifying all activities held. The report will include statistics about the activity including dates of the activity, name of activity, number of people in attendance and brief description of the activity.
- 6.3. Either party is free to publicize this program subject to the consent of the other party. Prior to the publication of any brochure, advertising or media containing the City's logo (collectively the "Advertising"), YMCA shall provide the City Manager of Parks and Recreation with a sample of the proposed Advertising for review. City Manager of Parks and Recreation shall promptly review and approve

all such use or shall, within five (5) business days, provide YMCA with objections to the Advertising with recommended changes. Failure to approve or disapprove the items within such five (5) day period shall be deemed an approval of the Advertising. Any material change in the approved items shall additionally require City's written approval of the items. An Advertising approved by City in connection with one use which has not been materially altered shall not require an additional City approval for additional use. All Advertising shall be in compliance with all applicable federal and state laws and regulations governing such Advertising including but not limited to the Minnesota Government Data Practices Act.

7. INSURANCE

- 7.1. YMCA shall procure and maintain continuously in force a policy of insurance covering all of its activities under this Agreement. A Comprehensive General Liability Insurance policy shall be maintained in force by YMCA 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 YMCA activities occurring during the Program or on or within the Premises whether said activities are performed by employees or agents under contract to YMCA. 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.
- 7.2. YMCA shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- 7.3. YMCA 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 YMCA's interests and liabilities.
- 7.4. The City reserves the right to require YMCA 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.
- 7.5. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.
- 7.6. When using the "Accord" 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.
- 7.7. 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.

8. HOLD HARMLESS

- 8.1. YMCA 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 YMCA, 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 YMCA, arising out of, related to or associated with the operation of the Programs by YMCA or performance of its obligations under this Agreement.

9. CITY ACCESS

- 9.1. City shall have the right to monitor or observe the Programs at any time.

10. RELATIONSHIP

- 10.1. 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 YMCA 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. YMCA'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. YMCA'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.

11. THIRD PARTY BENEFICIARIES

11.1. 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.

12. SEVERABILITY

12.1. 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.

13. NOTICES

13.1. Unless otherwise provided herein, notice to the City or YMCA 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

Duluth Area Family YMCA
Attention: President/CEO
302 West First Street
Duluth, MN 55802

14. GENERAL PROVISIONS

14.1. YMCA agrees to operate the Programs 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. YMCA agrees to procure at YMCA expense all licenses and permits necessary for carrying out the provisions of this Agreement.

14.2. YMCA agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

14.3. The waiver by the City or YMCA 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.

14.4. 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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF DULUTH

DULUTH AREA FAMILY YMCA

By: _____
Mayor

By: _____
Its Chief Executive Officer
Printed Name _____

ATTEST:

City Clerk
Date: _____

Its: _____
Board Officer
Printed Name _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A
Performance Measurements

EXHIBIT A

Public Service Project: YMCA / True North AmeriCorps Program

Account Number: AmeriCorps

Scope of Service: The YMCA through their True North AmeriCorps Program will place and train 30 AmeriCorps members in full time employment (FTE) in positions throughout the City of Duluth to serve youth within the Parks and Recreation system, Non-profit youth serving agencies and at ISD 709 Sites.

Service Goal: 1,100 (number of youth reached)

Performance Measurement:

- Impact:** Provide summer and out of school time (OST) programs and activities to Duluth youth at Parks and Recreation sites, nonprofit agency sites and ISD 709 schools.
- Goal:** (1) AmeriCorps Members will use best practices of OST programming to improve the reading and math proficiency of participants as shown through pre/post scores.
(2) AmeriCorps Members will use best practices of OST to reduce the summer learning gap as shown through pre/post scores.
(3) Programming will be provided for 1,100 children at sites supported by this contract.
- Indicator:** Increase in proficiency of students in reading and math through pre/post testing, school grades and MCA scores.
Reduction in the summer learning gap through pre/post testing, school grades and MCA scores.
The number of youth participating in organized programming at sites supported by this contract.

Budget:

<u>Amount</u>	<u>Program Activity Costs</u>
\$150,000	AmeriCorps Funding from City of Duluth Parks Fund
\$150,000	Match from True North AmeriCorps program and sites
\$300,000	Total Program Budget

Reimbursement Formula: Funds may be drawn on a quarterly basis for eligible program costs. Quarterly dates for reimbursement will be at the end of the following months: October, January, April and July. In no event will the annual fee exceed the sum of \$150,000.

Reporting Requirement: True North AmeriCorps will submit quarterly reports (October, January, April and July) and a final report in October, to the Parks and Recreation Division Manager in a manner following True North's current reporting practices which demonstrate the following:

- * The number of youth participating in organized programming at sites supported by this contract.
- * Demographic data (as available) on youth supported by this contract, including race, income, age and neighborhood.
- * The number of volunteers utilized at sites supported by this contract.
- * The reading/math proficiency results of students served through this contract (final report only).
- * Demonstration of impact summer programming had on the summer learning gap (final report only).

EXHIBIT B
Description of Services

EXHIBIT B:

TRUE NORTH AMERICORPS (TNAC) MEMBER ROLES AND RESPONSIBILITIES:

Since its creation in 2003, TNAC has used the strength of AmeriCorps to tackle difficult problems. The corps, which is dedicated to helping every youth reach their full potential, has grown steadily over the years. Because many schools and community organizations are under-resourced, TNAC members are uniquely appropriate for this service, providing the people power to implement established interventions.

AC members will connect high-need youth with critical school and community resources. Members participate on “Youth Success Teams” (YST) during the school year comprised of a professional site coordinator, AC members, and other school and community personnel including data coaches, teachers, counselors and Out of School (OST) staff. They implement a Response to Intervention (RTI) approach that is used by educators to identify and address academic and behavioral problems before students struggle, fail and drop out. The RTI approach quickly spots early warning signs in students so appropriate and engaging interventions, designed for each student's needs, will result in higher attendance, fewer behavior problems, and improved academic engagement and performance.

The YST at each site meets weekly during the school year to review student data on early warning indicators (absent 3 or more days in a grading period, 2 or more behavior referrals, or poor course performance in English or Math) to identify youth who are slipping off track. The YST uses this data to determine appropriate interventions, develop an individualized learning plan for each youth, and monitor youth involvement and improvement over time. Each member provides or coordinates interventions for at least 30 identified youth to get them back on track to graduate and are in frequent contact with teachers in whose classrooms they provide support. As youth progress, new students may be added to a member's caseload. Members will ensure that participants connect with caring adults, participate in high-quality activities in school, out of school and during the summer, engage in meaningful service, and connect with

appropriate academic support. They will work one-on-one and in small groups with students in both the classroom and before/after school to implement one or more of the following intervention strategies:

Academic Support:

* Attendance – Members will monitor program participant attendance, provide attendance coaching, and call home if students miss class. They will organize field trips and other special events to make learning and being at school more compelling and relevant. They will recognize students for good attendance in a way that is meaningful to them (e.g. certificates, school announcements, etc.).

* Behavior – Members will coordinate a mentoring program; promote youth leadership development through a student ambassador or student-led peer mediation program. They will recognize positive behavior at school assemblies and reinforce rules and expectations that are uniformly supported by everyone at the school. They will work with teachers and students to establish shared expectations posted at school and in OST programs.

* Academic interventions – Members will deliver research-based interventions to individuals and small groups before, during and after school and during the summer; connect after-school service-learning projects with classroom instruction; connect students with an academic mentor to help with math and/or reading skills and support classroom instruction; and incorporate everyday math/reading games/activities into after-school and summer learning opportunities.

Caring Adults: TNAC members will increase the number of significant, caring adult relationships experienced by participants. Members will create meaningful opportunities for themselves or adult volunteers to provide academic enrichment, mentoring, and service-learning. Members will mobilize ongoing adult volunteers who will invest at least 30 hours per youth per year. Increasing the number of caring adults in a student's life is correlated to increased academic engagement and achievement. (Search Institute, 2007)

High Quality In-School, OST and Summer Time Activities: Members ensure youth spend at least 16 hours per week in high-quality and engaging activities before, during and/or after-school and in the summer by coordinating academic support (homework help, study skills practice) along with enrichment activities such as career exploration and specialty clubs such as Lego robotics, chess, or language programs. According to the MN Governor's After-school Opportunities Summit, students who regularly attend high-quality out of school and summer programs demonstrate significant gains in standardized math test scores and work habits.

Service-learning: According to the National Drop-Out Prevention Center, students benefit from service-learning activities. TNAC members engage youth in meaningful service-learning activities. Projects are developed using the 7 components of service learning (National Service Learning Clearinghouse), which include both youth voice and genuine community need. All members facilitate a minimum of 2 major projects each year. Students have the opportunity to work as a team, build their self-esteem and self-efficacy, and collaborate with positive adult role models. Members create or strengthen in-school service-learning programs, community service clubs, youth leadership or youth voice in community decision-making through local and/or National Days of Service. TNAC has coordinated Global Youth Service Day (GYSD) for the past 5 years through Youth Service America. All sites will plan and implement a major project as part of GYSD and organize service projects for family nights.