

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

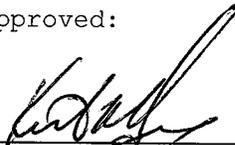
13-0464R

RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED WAY OF GREATER DULUTH TO SERVE AS FISCAL HOST AND PROVIDE AFTER SCHOOL PROGRAMMING AND INCREASE ACADEMIC ACHIEVEMENT SUPPORT FOR THE ONE YEAR AGREEMENT NOT TO EXCEED \$150,000

CITY PROPOSAL:

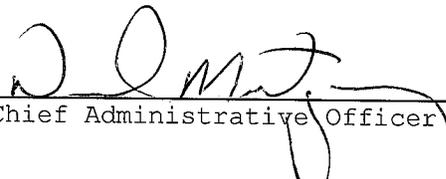
RESOLVED, that the proper city officials are authorized to execute and implement a one-year agreement with United Way of Greater Duluth to serve as fiscal host and provide after school and summer youth programming at various city or school district locations, substantially the same as that on file with the city clerk as Public Document No. _____, and providing for a total of \$150,000, payments to be made from Fund 205 (parks), Agency 130 (community resources), Organization 1219 (parks operating), Object 5310 (contract services).

Approved:



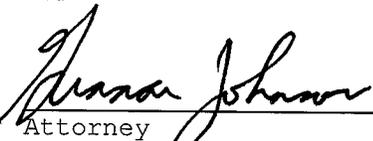
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

CD BV:bel 08/29/2013

STATEMENT OF PURPOSE: This resolution authorizes the remainder of a contract with the Duluth Area Family YMCA to be cancelled. The Duluth Area Family YMCA was utilizing the funds to hire AmeriCorps members to partner with schools and neighborhood agencies to provide programming for youth. However, a federal funding reduction to TrueNorth AmeriCorps, led to the end of AmeriCorps positions in Duluth. The United Way will now be the fiscal agent of these funds for the remaining year of the three year contract to support academic achievement at agency sites. Agencies would include, Myers-Wilkins Community

School Collaborative, YWCA GirlPower, Valley Youth Centers, Neighborhood Youth Services, Men as Peacemakers, Girl Scouts of Minnesota and Wisconsin Lakes and Pines, Duluth Area Family YMCA, United Way of Greater Duluth, East Hillside Patch, and Boys and Girls Club. The funds will be used to pay for staff placement at various school sites and program locations. United Way and the youth organizations are seeking other funding sources to pay for these activities in the future.

**GRANT AGREEMENT
FOR ACADEMIC ACHIEVEMENT SUPPORT
UNITED WAY OF GREATER DULUTH**

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 **UNITED WAY OF GREATER DULUTH**, a Minnesota nonprofit corporation located at 424 West Superior Street, Duluth, MN, 55802, hereinafter referred to as "United Way"

RECITALS

WHEREAS, the City working in cooperation with the United Way requested a budget for the United Way 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, United Way 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 United Way shall act through its President or designee.

2. SERVICES/PROGRAMS

2.1.1. The following services will be provided and or monitored by United Way all of which are described in more detail on the attached Exhibit B: (a) initially place program staff 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, United Way shall be responsible for the following:

2.1.2. Ensuring that the positions, descriptions, and services as laid out in Exhibit B are followed.

2.1.3. Providing a listing of summer sites awarded AmeriCorps members by December 31, 2013 to the City.

2.1.4. The United Way'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, volunteers, mentors, and staff members.

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 United Way and Programs are responsible for establishing the youth support programs 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 United Way'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). United Way 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. United Way shall file with the City Auditor an annual itemized budget statement showing all United Way 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 August 31st 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 United Way's By-Laws and Articles of Incorporation shall be provided to the City before this Agreement takes effect.
- 4.3. United Way agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all United Way 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, United Way shall provide all requested financial information related to the Programs.
- 4.4. United Way shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. United Way 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 United Way 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, 2013 and shall expire on August 15, 2014.
- 5.2. Should United Way be in default or violation of any of the provisions of this Agreement, City shall provide to United Way written notice of such violation or default and shall allow United Way 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 United Way in the manner described, but City shall be obligated to pay United Way 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 United Way 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. United Way 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"), United Way 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 United Way 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. United Way 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 United Way 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 United Way activities occurring during the Program or on or within the Premises whether said activities are performed by employees or agents under contract to United Way. 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. United Way shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- 7.3. United Way 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 United Way's interests and liabilities.
- 7.4. The City reserves the right to require United Way 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. United Way 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 United Way, 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 United Way, arising out of, related to or associated with the operation of the Programs by United Way 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 United Way 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. United Way'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. United Way'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 United Way 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

United Way of Greater Duluth
Attention: President/CEO
424 W Superior Street
Duluth, MN 55802

14. GENERAL PROVISIONS

- 14.1. United Way 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. United Way agrees to procure at United Way expense all licenses and permits necessary for carrying out the provisions of this Agreement.
- 14.2. United Way 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 United Way 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

UNITED WAY OF GREATER DULUTH

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

Public Service Project: United Way of Greater Duluth Academic Achievement Support

Account Number: United Way

Scope of Service: The United Way through existing youth agencies will place AmeriCorps, staff, and volunteers in positions throughout the City of Duluth to serve youth within the Parks and Recreation system and at ISD 709 Sites for one year.

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) Agencies will use best practices of OST to improve the reading and math proficiency of participants as shown through pre/post scores.

(2) Agencies 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.

Reduction in the summer learning gap through pre/post testing.

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	Funding from City of Duluth Parks Fund
\$150,000	Total Program Budget

Reimbursement Formula: Funds may be drawn on a quarterly basis for eligible costs for eligible program costs of FY 2013 program costs not to exceed \$150,000.

Reporting Requirement: United Way will submit quarterly reports to the Parks and Recreation Division Manager in a manner following United Way'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.
- * Demonstration of impact summer programming had on the summer learning gap.

Limited English Proficiency: The United Way will maintain and submit (at year end) a Limited English Proficiency Log documenting the number of LEP requests and actions taken to meet those requests.

Proposed DYAC Agency Positions to Support Academic Achievement at Agency Sites

Brief description: The DYAC agencies have submitted a draft proposal to the City to address the needs for OST academic support at our agency sites in the wake of the loss of the True North Americorps program. As we move forward with this proposal, it is important for us to become more specific as a Coalition of Youth Agencies about the positions we are requesting financial support for. To this end, the chart below details the positions for which we are requesting support. Please keep in mind that these positions should meet one or more of the criteria outlined in the proposal: Cash match for an Americorps Member or Promise Fellow, Academic Liaison Position, or Volunteer Coordinator Positions. Once all agencies have submitted their requests, we will meet together and discuss how close we are to the available funds, and how we can make our proposal match the amount available. Thank you for taking the time to do this.

EXHIBIT B

Agency	Position	Description	Amount Requested
Myers-Wilkins Community School Collaborative	Volunteer Coordinator 32 hrs/week	Recruits, trains, supports, and mentors volunteers and work-study students who serve as academic tutor/mentors and small group leaders in the after-school and summer youth programs at the Myers-Wilkins sites.	\$20,000
YWCA GirlPower! programs	20 hrs/wk for 44/wks	Academic liaison position to support recruitment/scheduling/support of academic mentors, communication and coordination with classroom teachers and at grade level meetings, tracking attendance and report card information and other tasks that inform academic, social and behavioral support to students in GirlPower! at Laura McArthur, Lester Park, Piedmont, Lowell and Myers-Wilkins schools.	\$10,600 staff \$ 1,250 mileage
Valley Youth Centers	2 Turnaround Grant AmeriCorps Matches (\$6500 x 2 = \$13,000)	Cash Matches for two AmeriCorps members to work at our site to assist the Mac Arthur Elementary School's 3 year plan to raise testing scores out of the Priority School label form the state of Minnesota.	\$13,000
Neighborhood Youth Services	Promise Fellow 40 hrs/week	Coordinate and provide in-school and out-of-school academic, behavioral, and attendance support to youth in grades 6+. Support volunteer recruitment, civic engagement, and general program delivery at NYS and partner schools.	\$6,800 \$1,250 mileage/training

Men as Peacemakers	Americorps Member	A shared position with Laura MacArthur School. Member will help recruit, train, support volunteers and lead Boys Groups at Laura MacArthur School.	\$3,250 (\$6,500 total, shared cost with Laura MacArthur)
Men as Peacemakers	Academic Liaison 20 hrs/week	Connect with Piedmont and Myers-Wilkins Elementary School regarding students served in our Boys Groups. Additionally, liaison will help recruit, train, and support volunteers and lead Boys Groups in those schools.	\$15,000
Girl Scouts of Minnesota and Wisconsin Lakes and Pines	Americorps Promise Fellow 1700 hours from Sept. 1, 2013- August 30, 2014	Housed at Lincoln Park Middle School, the Promise Fellow will recruit and train volunteers to plan, organize, and coordinate anti-bullying curriculum and civic engagement opportunities to girls during and after school.	\$6800 cash match \$650 mileage/meals
Girl Scouts of Minnesota and Wisconsin Lakes and Pines	Stipends for interns/volunteers	Utilize Girl Scout materials and recognitions to plan, organize, and coordinate after school programming.	\$1150
YMCA	Volunteer Coordination and ½ Promise Fellow and ½ TNAC member	Recruitment, training, support to volunteers and interns who are serving as club instructors, tutors and mentors at 9 KEY Zone Sites, 2 Middle Schools, Downtown Y and Harbor Highlands Programs.	\$21,800(15,000 for volunteer coordination and 6800. for two members.
United Way of Greater Duluth Volunteer Center	Volunteer Center Program Coordinator	Support would allow UWGD to increase the Volunteer Center Coordinator position from part-time to full-time. With the increased capacity, this position would work with our full-time Vista member to: <ul style="list-style-type: none"> - Provide supports for DYAC agencies to help build capacity of agency volunteer programs - Provide community-based training that prepares individuals/groups to be effective volunteers - Serve as linkage between City, Higher Education, and other partners to work on a comprehensive 	\$18,050 Total Program Cost with full-time coordinator: \$50,392

		<p>volunteer service model for Duluth</p> <ul style="list-style-type: none"> - Serve as convener/resource for site-based volunteer coordinators; link to national resources, research, best practices - Other supports to be determined 	
Mind2Mind – East Hillside Patch	Academic Liaison September 2013- August 2014	The Academic Liaison position supports students during out-of-school time, based on their academic needs. This position exists to provide students with additional mentoring and tutoring during our out-of-school time programs. The Academic Liaison will collaborate with teachers at the students' respective schools. Mind 2 Mind serves children from Myers-Wilkins Elementary, Congdon Elementary, and Ordean-East Middle School.	\$10,000
Boys and Girls Club	Cash matches for 3 Promise Fellows		\$20,400
Total			\$150,000