

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: January 23, 2023

Item No.: 10.d

Department Approval

City Manager Approval


Item Description: Approve Annual Contract with Northeast Youth and Family Services

BACKGROUND

The City of Roseville has long partnered with Northeast Youth and Family Services (NYFS) to provide services to at-risk youth and families in Roseville through an annual contract. In addition, the City also contracts with NYFS to help fund a Community Advocate position to provide assistance to individuals and families referred by law enforcement agencies. Roseville has partnered with NYFS on the Community Advocate program since 2019 and has found this program helpful in providing resources for persons and families in crisis. The cities of Mounds View, New Brighton, and White Bear Lake also participate in the Community Advocate program.

Included as Attachment A is the draft contract between the City and NYFS for continuing its core services as well as the Community Advocate services for Roseville residents in 2023. The total cost of this contract is \$103,422 (\$81,071 for core services and \$22,351 for the Community Advocate) and is included in the 2023 City Budget.

POLICY OBJECTIVE

Having NYFS providing services to residents helps the City advance it's Community Aspiration of being a "Physically and mental active and healthy" community.

BUDGET IMPLICATIONS

The total cost of the NYFS services in 2022 is \$103,422 and is included in the adopted 2023 budget.

RACIAL EQUITY IMPACT SUMMARY

NYFS provides direct services to Roseville at-risk youth and families. Most of these services are free of charge or a sliding scale. The City agreement with NYFS helps underwrite the services they provide to community members. NYFS has served a total of 71 Roseville clients from Jan. 1, 2022 to June 30, 2022 (last available data). Of the 71 clients, 52 received mental health services, 9 received youth diversion services, 2 received senior services, and 8 received services through the Community Advocate program. While we don't have specific demographic information on the clients served by NYFS, providing services free of charge or on sliding scale does allow for those unable to pay to receive help that they may not otherwise be able to afford. Staff will work with NYFS to receive demographic information on the clients they serve.

STAFF RECOMMENDATION

Staff recommends entering into the agreement with NYFS.

34 **REQUESTED COUNCIL ACTION**
35 Motion to approve annual contract with Northeast Youth and Family Services to provide services
36 to at-risk youth and families in Roseville.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: 2023 Agreement between the City of Roseville and NYFS for Mental Health and Community Advocate Services

AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of Roseville, Minnesota ("Municipality") and Northeast Youth and Family Services ("NYFS").

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:

- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

- e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

- f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
 - iii. On or before November 30, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.
 - iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
 - v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
 - vi. Providing other reasonable information requested by the Municipality;
 - vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
 - viii. Provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
 - ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
 - x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.
- g. Term. The term of this agreement will be through December 31, 2023. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of Roseville

By: _____

Elected Official

Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____

President/CEO

Its: _____

Chair of the Board of Directors

Dated: _____

12/2022

Northeast Youth & Family Services Municipal Participation Figures	Municipal Contract 2022		Community Advocate 2022		Municipal Contract 2023		Community Advocate 2023	
					Board Approved Increase of 8.5 % based on CPI-U	Dollar increase over 2022	Board Approved Increase of 8.5 % based on CPI-U	Dollar increase over 2022
Falcon Heights	\$	11,286.74			\$	12,246.11	\$	959.37
Little Canada	\$	21,395.16			\$	23,213.75	\$	1,818.59
Mounds View	\$	27,455.68	\$	25,750.00	\$	29,789.41	\$	2,333.73
New Brighton	\$	47,625.14	\$	10,300.00	\$	51,673.28	\$	4,048.14
North Oaks	\$	10,926.24			\$	11,854.97	\$	928.73
Roseville	\$	74,720.32	\$	20,600.00	\$	81,071.55	\$	6,351.23
St. Anthony	\$	18,678.02	\$	12,875.00	\$	20,265.65	\$	1,587.63
Shoreview	\$	54,548.80			\$	59,185.45	\$	4,636.65
Birchwood	\$	1,804.56			\$	1,957.95	\$	153.39
Hugo *	\$	15,000.00			\$	16,275.00	\$	1,275.00
Mahtomedi	\$	16,562.40			\$	17,970.20	\$	1,407.80
Vadnais Heights	\$	27,187.88			\$	29,498.85	\$	2,310.97
City of WBL	\$	52,443.48	\$	25,750.00	\$	56,901.18	\$	4,457.70
WB Tnship	\$	22,855.70			\$	24,798.43	\$	1,942.73
Lauderdale	\$	4,678.26			\$	5,075.91	\$	397.65
Total	\$	407,168.38	\$	95,275.00	\$	441,777.69	\$	34,609.31
							\$	103,373.38
							\$	8,098.38

* Hugo splits its support of NYFS with another Community-Based Mental Health agency

Contracted Services

Mental Health Services:

- *Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens, and adults.
- *School-Based Mental Health* – licensed mental health staff provide onsite therapy in the schools for the emotional health of students within Roseville, Mounds View, and White Bear Lake school districts.

Community Service Programs:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Community Connections* – This seven-week program helps youth develop social and emotional skills while expanding their horizons and helping them deepen their commitment to their own futures through service, post-secondary education exposure, career exploration, and mentorship.

Non-Contracted Services

Mental Health Services:

- *Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6-12 with severe mental illnesses who cannot function in traditional school environments.

Community Service Programs:

- *Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective January 1, 2023, by and between the City of Roseville, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and Northeast Youth & Family Services, a Minnesota Nonprofit Corporation located at 3490 Lexington Ave North, Suite 205, Shoreview, MN 55126 ("Provider").

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Provider agrees to provide the services described in this Agreement.

Statement of work. Provider will provide community advocacy services to households referred from City law enforcement departments. Services will be provided by the Community Advocate, an employee of the Provider who will work on a fulltime basis independently and collaboratively with the City. The Community Advocate will be supervised by the designee within Northeast Youth & Family Services.

The Community Advocate will provide "follow up" activities to referred households which will include efforts to establish a relationship, assess needs, develop a Goal Action Plan, connect to resources, and follow up on the impact of the Goal Action Plan.

The Community Advocate will maintain regular communication with an identified City "point of contact" regarding new referrals, progress on current referrals and follow up on closed referrals.

The Community Advocate will typically work a traditional Monday through Friday schedule during business hours, with occasional evening hours as contact with referrals necessitate. Generally, the work schedule may be set between the Community Advocate and the supervisor designee at Northeast Youth & Family Services.

Time For Completion.

The services rendered by Provider will commence on January 1, 2023, and will continue for one year, unless this agreement is terminated or renewed in accordance with the relevant provisions within.

Project Management.

Provider will assign specific individuals as principal project members and ensure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Provider is responsible to place an appropriate employee in the role of Community Advocate.

The City will designate a “point of contact” as the project manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The project manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

Billings and Payment.

Services provided to the City will be provided as part of a collaborative program at an approved upon cost of \$22,351.00 to the City. The City shall have no liability or bear any responsibility for payment for any services provided by Provider outside the scope of this agreement, even if the individual was identified or referred for such services via the services provided for in this agreement.

City Responsibilities.

The City will provide Provider with access to information from City documents, staff, and other sources needed by Provider to complete the work described in this Agreement.

Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be authorized in writing in advance by either the City or Provider.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" includes any future amendments, modifications, and additional schedules made in accordance with these terms.

Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications must be addressed as follows:

To the City
City of Roseville
Attn: Roseville Police Department
2660 Civic Center Drive
Roseville, MN 55113

To the Provider
Northeast Youth & Family Services
Attn: President & CEO
3490 Lexington Ave North, Suite 205
Shoreview, MN 55126

Survival of Obligations.

A. The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond termination, cancellation, or expiration, will survive termination, cancellation, or expiration of this Agreement.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision of the Agreement is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases have the meanings given in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement. "Work Product" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Supporting documentation" means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement. "Supporting Documentation" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

"Business records" means any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Provider and pertaining to work performed under this Agreement.

"Business records" does not include any data or information in any form that relates to the provision of services to an individual by the Provider that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Provider's services under this Agreement and that are not protected personally-identifiable information will be delivered to the City throughout the engagement under this Agreement and at the conclusion of services.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, and that are not protected personally-identifiable information, will be delivered to the City by Provider by the termination date and there will be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The parties agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The requirements of this provision do not apply to any information or data created, collected, received, stored, used, maintained, or disseminated by Provider in providing services to an individual that are outside the scope of this Agreement, even if the individual was identified or referred for such services via the services provided by the Provider to the City in this Agreement.

G. Notwithstanding anything in this Agreement to the contrary, Provider will comply with all state and federal laws applicable to the disclosure of information related to the health status of or provision of health care to individuals served by Provider. In the event of any ambiguity or conflict between any laws regarding disclosure of such information, such ambiguity or conflict shall be resolved in favor of the law or interpretation that is most protective of the privacy and confidentiality of the individual served.

Provider will create, maintain, and secure personally-identifiable health information as appropriate to document interventions or care provided by Provider in Provider's sole discretion.

Personally-identifiable health information may be reported to the City only as authorized by law. Personally-identifiable data may be shared with the subject's consent. Personally-identifiable information may be shared without the subject's consent to prevent or lessen a serious or imminent threat to the health or safety of an individual or the public or if the subject is involved in an emergency interaction and disclosure of information is necessary to protect the health or safety of the referred person or another person. Certain data obtained by the City to respond to an emergency are private data on individuals and will not be used for any other purpose. To the extent possible, private data released to the City to respond to an emergency will be marked and designated as private data by the releasing party or person.

The parties will document releases of information as required by law, including the date and circumstances under which the release was made, the person or agency to whom the release was made, and the information released.

Human Rights/Affirmative Action/Economic Opportunity.

Provider agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Compliance With Applicable Law.

The parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the performance of the provisions of this Agreement. Each party is responsible to obtain all permits or licenses required for the performance of services under this Agreement as applicable to the actions of the respective party.

Conflict of Interest.

Provider's acceptance of this agreement indicates compliance with City code. As such, except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The Provider also affirms that to the best of the Provider's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Provider agrees that should any conflict or potential conflict of interest become known to the Provider, Provider will immediately notify the City of the situation so that a determination can be made about Provider's ability to continue performing services under this contract.

Responsibility for Acts and Omissions.

Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

All insurance policies or self-insurance certificates are open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

Assignment.

The City and Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

Termination.

This Agreement will continue in full force and effect until completion of the project unless either party terminates the Agreement. Either party may terminate this Agreement, without or without cause, by providing 60 days written notice to the other party.

In the event of termination, the Provider will deliver all work products and supporting documentation developed up to the time of termination.

Renewal.

This Agreement may be renewed or extended by the written agreement of the parties.

Alterations.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Agreement are valid only when reduced to writing.

Interpretation of Agreement, Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement must be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

Independent Provider.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Provider to the City is that of independent Provider and not that of employee. No statement contained in this Agreement may be construed so as to find the Provider an employee of the City.

Cooperative agreement, independent authority

The parties are entering into this Agreement for the purposes of providing collaborative services to individuals experiencing crisis who are the subject of a police call for service. Each party agrees that its employees who act under this Agreement are granted independent authority to provide services within the employee's scope of practice, as regulated and governed by the respective employing party.

The parties agree that their respective employees will act collaboratively but exercise independent judgment, discretion, and acts within each respective employee's area of responsibility or authority, this includes independent assessment and exercise of authority under Minnesota Statutes chapters 148E, 2538, 626, 629 and any other statutory or other applicable authority. The parties agree and stipulate that none of its employees or agents has the authority to require the employees or agents of the other party to exercise any independent authority reserved by law.

Waiver.

The waiver by either party of any breach under the terms of this Agreement or any rights or remedies arising under the terms of this Agreement will not constitute a waiver of the party's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the Agreement.

Subcontracting.

Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Insurance.

Provider is required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of White Bear Lake, its officials, employees, agents and representatives are Additional Insureds.

1. General or Business Liability Insurance
 - \$1,500,000 per occurrence
 - \$2,000,000 aggregate per project
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

2. Worker's Compensation and Employer's Liability. Provider must maintain appropriate Worker's Compensation coverage as required by Minnesota law.
3. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate

4. General Insurance Requirements

- a. All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.
- b. The Provider may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c. The City reserves the right to review Provider's insurance policies at any time to verify that City requirements have been met.
- d. Satisfaction of policy limits required above for General Liability Insurance, may be met with the purchase of an umbrella or excess policy.

Any excess or umbrella policy will be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

Force Majeure.

Neither the City nor the Provider may be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, demonstrations, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters of the Agreement.

NORTHEAST YOUTH & FAMILY SERVICES

By _____

Title _____

Date _____

CITY OF ROSEVILLE

By: _____

Title _____

Date _____

By: _____

Title _____

Date _____