

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: January 6, 2020
Item No.: 9.0

Department Approval

City Manager Approval



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

1 **BACKGROUND**

2 The City of Roseville has long partnered with Northeast Youth and Family Services (NYFS) to
3 provide services to at-risk youth and families in Roseville. Included as Attachment A is the draft
4 contract between the City and NYFS for continuing services in 2020. The cost of this contract is
5 \$60,707 and has been included in the 2020 City Budget.

6 **REQUESTED COUNCIL ACTION**

7 Motion to approve annual contract with Northeast Youth and Family Services to provide services
8 to at-risk youth and families in Roseville.

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

Attachments: A: 2020 Agreement between the City of Roseville and NYFS

AGREEMENT

I. PARTIES

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

II. 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 City 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 City and NYFS.

III. 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 City 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:
 - 1. Report regarding proposed changes in services and programs to the City; and

2. 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

1. 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.
2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
3. Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
4. Amounts payable by the City 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 City's share for that year.

E. Board of Directors. This agreement is contingent upon the City having the right to a seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.

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 following:

1. 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.
2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

3. On or before November 30, of any year NYFS shall submit a written report to the City 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.
 4. Periodically advising the City of services available through NYFS to the City's residents;
 5. Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
 6. Providing other reasonable information requested by the City;
 7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
 8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
 9. NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
 10. Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.
- G. Term. The term of this agreement will be through December 31, 2020. 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 City 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:

1. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
2. 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:

1. Consider the request and by a majority vote deny it.
2. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
3. 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.

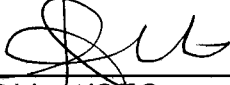
CITY OF ROSEVILLE

By: _____
Elected Official

Its: _____
Clerk/Manager

Dated: _____

NORTHEAST YOUTH & FAMILY SERVICES

By: 

President/CEO

Its: 

Chair of the Board of Directors

Dated: 12/19/2019

12/2019

Northeast Youth & Family Services

NYFS services fall into three categories: mental health services and youth development services and community case management services. By providing services in these areas within one agency, we can provide a continuum of care. This has proven beneficial because although mental health, youth development and community case management services have similar goals, their distinctions also complement each other.

Contracted Services

Mental Health Services:

- *Mental Health Counseling* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

Youth Development Services:

- *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.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

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 can not function in traditional school environments.

Community Case Management Services:

- *Community Case Management* – helps households access and utilize resources to reduce stress.

Northeast Youth & Family Services
City Participation Figures

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
	2.1% increase CPI-U 6-14	.04% increase CPI-U 6-15	1.0% increase CPI-U 6/15	1.4% increase CPI-U 6/15	2.8% increase CPI-U 6/15	6.8% increase CPI-U 6/15
Roseville	53,775	53,990	54,530	55,293	56,842	60,707