

COUNCIL ACTION FORM

SUBJECT: REQUEST TO AMEND FY 2020/21 ASSET CONTRACT WITH BOYS AND GIRLS CLUB DUE TO COVID-19

BACKGROUND:

The Boys and Girls Club began providing extended day club services at the end of August. This was an anticipated response to families needing additional support for youth due to the school district's adjusted teaching models (online and hybrid) and schedules. The extended hours are 7:30am – 6:00pm Monday through Friday. The Boys and Girls Club afterschool program has hours of operation from 3:00pm – 6:00pm Monday through Friday. Youth can attend one or both sessions, however, space is limited in order to safely socially distance.

There have been additional staff costs associated with providing the extended day club and when coupled with the reduced capacity and participation in both programs, the Boys and Girls Club is experiencing challenges with drawing down ASSET funds. Their request for an amendment to the FY 2020-21 City contract entails drawing funds down differently. **The amendment would allow them to bill for two units of service (1 for extended day club and 1 for afterschool club) for those youth who attend both programs in one day. Only 1 unit would be billed when youth attend just one of the programs in one day. This alternate draw down method would be retroactive to September 8, 2020 through the remainder of the 2020-21 school year and only applied on those days that the hybrid learning model is in place.**

ALTERNATIVES:

1. Approve the request to amend the FY 2020/21 contract by authorizing two units to be billed when both programs are attended in one day. This amendment would be retroactive to September 8, 2020 through the remainder of the 2020-21 school year and applied on those days that the hybrid model is in place.

Approving this amendment does not alter the total allocation that is available in the amount of \$116,724.

2. Do not approve the request.

CITY MANAGER’S RECOMMENDED ACTION:

The Boys and Girls Club has been adjusting programming as a result of the COVID-19 pandemic. They have extended hours to help provide extra support to youth and families during times when school schedules and teaching models are frequently changing. Both the extended day club and afterschool program are offered with all health and safety precautions in place which result in smaller numbers of youth being served. In addition to this, there have been additional staff costs to provide the extended hours. Thus, an alternate method of drawing down funds has been requested.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to amend the City’s FY 2020/21 contract with Boys and Girls Club as described above.



**BOYS & GIRLS CLUBS
OF STORY COUNTY**

210 South Fifth Street | Ames, Iowa 50010 | 515.233.1872 | www.bgcstorycounty.org | theclub@bgcstorycounty.org

RE: ASSET funding for Day Club in support of hybrid instruction

November 3, 2020

Dear Ames City Council Members,

I respectfully submit our request for this current year's City ASSET funding to be permitted to apply toward our Day Club program offered at our Ames Club house. At the start of this school year, we launched the Day Club program to offer a safe, affordable location for students to complete their online school instruction under the guidance of trained adult staff. COVID-19 mitigation strategies have been in place from the beginning, including but not limited to face coverings and daily health screenings. This program also provided free lunch and snack, along with Club programming as schedules permitted.

Normally during the school year, we are only open after school until 7pm. The Day Club program is open all day from 7:30am to 6:00pm. This program significantly increased our costs. We are also serving many fewer children per day due to reduced capacity and parental concern over viral spread. As a result, we are unable to draw down all our ASSET funds on a monthly basis. Being able to apply one ASSET unit for a child who attends Day Club, then again who attends after school, would enable us to draw down our ASSET funds and support the increased expenses associated with this pandemic relief measure. The same request has been made of Story County and United Way of Story County.

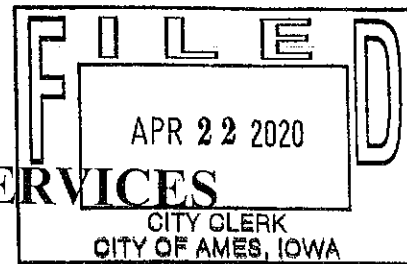
We are requesting that this be retroactive to the first day of school on September 8th, and be applicable throughout the school year, for days when the Ames School district is in a hybrid learning model. This would not apply to no school days when Club is open such as teach professional days, or winter break.

Thank you for your consideration of this request.

Respectfully,

Erika Peterson, CEO

CONTRACT FOR HUMAN SERVICES



THIS AGREEMENT, made and entered into the **1st day of July, 2020**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Boys and Girls Clubs of Story County, Inc.** (a nonprofit corporation or governmental unit organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the purchase of these services and facilities constitutes a public purpose by providing behavioral guidance services to help youth ages ~~18~~⁶ realize their full potential and to achieve health, social, educational, vocational, and leadership development;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I PURPOSE

The purpose of this Agreement is to procure for the City of Ames and its citizens certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II SCOPE OF SERVICES

Provider shall provide the services and facilities to the City of Ames and its citizens as set out in the Provider's 2020/21 ASSET proposal. Attached to and made a part of this Agreement is a copy of the Provider's proposal, which shall be incorporated as Exhibit 'A' to this Agreement. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation Team (ASSET), and unit costs must be consistent between all ASSET funders.

The cost per unit of service shall equal that proposed cost indicated in the Provider's ASSET Budget Forms. In the event that actual ASSET funds or other revenues differ from the Provider's request, the cost per unit shall remain as requested, but the number of units provided shall be adjusted.

The City will be contracting for services at the cost per unit indicated, not to exceed the following amounts:

SERVICE	COST PER UNIT	UNITS	AMOUNT
Social Adjustment & Development Services General Program	\$29.07	4,016	\$116,724

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be made on a reimbursement basis for services provided in amounts not to exceed those outlined in Section II above.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of services provided, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is **\$116,724.00** as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

E. The Provider shall requisition for funds on a monthly basis. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must request in writing that an alternate disbursement period be adopted and approved by the Director of Finance for the City. Provider shall have up to 90 days from the date that services are provided to request payment from the City. Any request made by Provider in excess of 90 days after services are provided shall be deemed a waiver by the Provider and the City shall have no obligation to pay for said untimely requests for payment. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement by the City.

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting or other generally accepted comprehensive basis.

B. All services for which payment is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. The City-provided claim form shall be completed and include the service name, the unit cost claimed for each service, and the client code where required. A client code shall be required for any service in which the individual has entered the program through a third party referral, intake process, personal application, or emergency response. Exceptions shall include one-time educational sessions, confidential telephone counseling, or where the identity and residency of a person cannot be reasonably determined. The Provider may assign whatever client code it deems appropriate, as long as it can be used to verify the client's Ames or Story County residency and participation in City-subsidized programs of service and/or sliding fee scale.

C. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. Monies provided under this agreement shall not be used as matching funds for a grant to fund activities in any county other than Story County.

H. If Provider's annual budget is over \$100,000, within six months of the end of the Provider's fiscal year the Provider shall submit to the City an annual financial audit prepared by an independent certified public accounting firm and a copy of IRS Form 990. If Provider's annual budget is \$100,000 or less, within six months of the end of the Provider's fiscal year the Provider shall submit to the City a copy of IRS Form 990 and a balance sheet prepared externally and independently. Failure to submit documentation in accordance with this section shall result in withholding payments under this contract. If withheld, payments may resume when required documentation is delivered to the City and City staff has had a reasonable period to review it.

I. The Provider agrees to participate in the Clear Impact Scorecard outcomes measurement system, or an equivalent outcomes measurement system identified by the City. The provider shall identify a minimum of one (1) performance measure acceptable to the City, and shall regularly update the outcomes measurement system with the Provider's progress and achievements in relation to such outcome(s). The Provider shall not be entitled to payment from the City under this Agreement if the Provider has not provided updated progress and achievement reports to the City's satisfaction.

V DURATION


This Agreement shall be in full force and effect from and after **July 1, 2020, until June 30, 2021**. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination the City shall have no obligation to pay Provider for any services provided under this Agreement.

**VI
DISCRIMINATION PROHIBITED**

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, sex, or gender identity be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

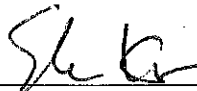
BY 
John Haila, Mayor

ATTEST:


Diane Voss, City Clerk

**Boys and Girls Clubs of Story County,
Inc.**

Organization Address (*please print*):

BY 
Authorized Representative

210 South 5th St.
Ames IA 50010

Print Name:

Erika K Pedersen

Phone Number:

515.233.1872

**AMENDMENT TO
CONTRACT FOR HUMAN SERVICES**

WHEREAS, on July 1, 2020 the City of Ames ("City") and the Boys and Girls Club of Ames ("Club") entered into an agreement whereby the City purchased certain services from the Club through the City's ASSET funding process; and

WHEREAS, the novel coronavirus/COVID-19 pandemic has affected the ability some Ames youth to attend programs at the Club, and has impacted the ability of the Club to provide certain services and therefore has reduced the ability of the Club to draw down ASSET funds on a monthly basis; and

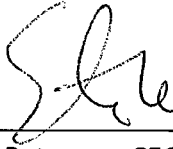
WHEREAS, the Club has requested the ability to draw down two (2) units of service for children who attend both the Day Club program and the afterschool program in one day;

THEREFORE, the parties agree to amend the July 1, 2020 Contract for Human Services between the City and Club as follows:

1. SECTION II, SCOPE OF SERVICES is amended by adding the following language at the end of Section II:
"The Boys and Girls Club of Ames may bill for two (2) units of service for children attending both the Day Club program and the afterschool program in one day on days in the 2020-21 school year when the Ames Community School District is functioning under a hybrid learning model."

This amendment to the agreement is retroactive to the first day of school, September 8, 2020, and shall remain applicable throughout the 2020-21 school year for days when the Ames Community School District (ACSD) is functioning under a hybrid learning model. This amendment will not apply on days when the ACSD does not have school and the Club is open (such as teacher professional or in-service days) or during non-class times such as winter or spring breaks.

This amendment does not alter the total FY 2020-21 allocation that is available in the amount of \$116,724.



Erika Peterson, CEO, Boys and Girls Club of Ames

Date: 11/5/2020

John A. Haila, Mayor of the City of Ames

Date: _____

ATTEST: _____
Diane Voss, Ames City Clerk