

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 200-12

AN ORDINANCE

accepting a grant from The Missouri Foundation for basic support funding to supplement operating costs of the Department of Public Health and Human Services; authorizing a grant agreement; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to accept a grant in the amount of \$25,000.00 from The Missouri Foundation for Health for basic support funding to supplement operating costs of the Department of Public Health and Human Services.

SECTION 2. The City Manager is authorized to execute a grant award agreement with The Missouri Foundation for Health on behalf of the City agreeing to the terms and conditions of the grant. The form and content of the grant agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$25,000.00 is hereby appropriated from the Miscellaneous Revenue/Missouri Foundation for Health Account No. 110-3010-480.43-00 GMFBHD to the Miscellaneous Supplies Account No. 110-3010-531.13-95 GMFBHD.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Miscellaneous Revenue/Missouri Foundation for Health Account No. 110-3010-480.43-00 GMFBHD to cover the above appropriation.

Director of Finance

BASIC SUPPORT - LOCAL HEALTH DEPARTMENT
GRANT AWARD AGREEMENT 12-0526-BHD-12

THIS BASIC SUPPORT - LOCAL HEALTH DEPARTMENT GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2012, by and between The Missouri Foundation for Health ("Foundation") and City of Columbia ("Grantee").

WHEREAS, Grantee has submitted an application to Foundation received on June 1, 2012 (the "Application") for Basic Support funding (the "Project"); and

WHEREAS, Foundation agrees to make a grant to Grantee for \$25,000 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Application, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant funds from that described in the Application requires the advance express written approval of Foundation.
2. Project Period. The Project has been approved for a period of 12 months beginning September 2012 and ending August 2013 (the "Project Period").
3. Extension of Project Period. Basic Support - Local Health Department grant awards cannot be extended.
4. Disbursement Schedule. Foundation will disburse Grant funds in a one-time lump sum payment upon receipt of the signed grant award agreement.
5. Expenditures. Basic Support - Local Health Department funds may be used only to supplement health department budgets for the purchase of equipment and supplies.
6. Final Reports. Grantee agrees to deliver to the Foundation Grants Manager a detailed Final Expenditure and Project Status Report in a format acceptable to Foundation no later than 30 days after the conclusion of the Project Period. The Final Expenditure Report shall document actual expenses by type of expense for the entire Project Period. Appropriate documentation (paid invoices) to support equipment expenses shall be provided with the Final Expenditure Report. No documentation is required for supplies.

The Final Project Status Report will be a narrative account of accomplishments and impact to the agency or community served resulting from the expenditure of Grant funds.

7. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project Period.
8. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities financed by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in paragraph 11 of this Agreement.
9. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status that it had when submitting the Application throughout the duration of the Project Period unless otherwise approved by Foundation.
10. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee.
11. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Project Period. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.
12. Publicity/Use of Project Results. All publicity associated with the Project must clearly identify The Missouri Foundation for Health as a funding source using the following statement:

"Funding for this project was provided ["in whole" or "in part"] by The Missouri Foundation for Health. The Missouri Foundation for Health is a philanthropic organization whose vision is to improve the health of the people in the communities it serves."

13. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Grantee fails to meet the conditions set forth in this Agreement and the Application; (b) Grantee's federal income tax status changes; or (c) Grantee dissolves.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination.

Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

14. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
15. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
16. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. Nondiscrimination. Grantee agrees that in providing services under the Project, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services.
18. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
19. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes and will not be used to carry on propaganda, or otherwise attempting to influence legislation or to participate in any political campaign on behalf of any candidate for office.
20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supercede all previous related understandings or written or oral agreements between the parties.
21. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
22. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.
23. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
24. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

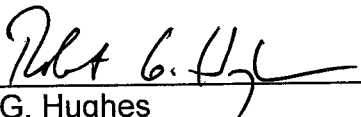
~~City of Columbia~~

~~By:~~

~~Mrs. Stephanie Browning
Director~~

The Missouri Foundation for Health

By:


Robert G. Hughes
President and Chief Executive Officer

Attachments to Agreement:

A. Basic Support - Local Health Department Application

CITY OF COLUMBIA, MISSOURI

By:

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk


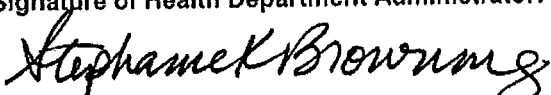
APPROVED AS TO FORM:

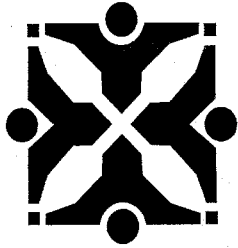
Fred Boeckmann, City Counselor

Attachment A.

Basic Support - Local Health Department Application

Basic Support - Local Health Department Application follows this page

Missouri Foundation for Health Basic Support – Cycle III Local Health Departments 2012		 <small>MISSOURI FOUNDATION FOR HEALTH</small>		For Internal Use Only: Date Received: Reference Number: 12-0526-BHD
Legal Name of Applicant Organization: City of Columbia				
Address: 1005 West Worley Street P.O. Box 6015			County: Central Region\Boone	
City: Columbia			State: MO	Zip Code: 65205-6015
Primary Contact and Title: Mrs. Stephanie Browning Director		Telephone (area code): (573) 874-7355		E-mail Address: skbrowni@gocolumbiamo.com
Secondary Contact and Title:		Telephone (area code):		E-mail Address:
Federal Tax ID (EIN) Number: 43-6000810		Organization Website: www.gocolumbiamo.com		
Project Budget – Allowable Use of Funding This funding program is limited to the purchase of equipment and/or supplies to supplement operating budgets. Staff salaries and other types of expenses are not allowed.				
Printed name of person authorized to sign grant award agreement if application is approved by MFH Board of Directors: Mike Matthes				Title: City Manager
Printed name of Health Department Administrator: Mrs. Stephanie Browning				
Signature of Health Department Administrator: 				Date: 5/8/12



Source: Health

Stephane Browning

To: City Council

From: City Manager and Staff

mm

Agenda Item No:

Council Meeting Date: Aug 6, 2012

Re: Missouri Foundation for Health
Basic Support-Local Health Department Grant Agreement 12-0526-BHD

EXECUTIVE SUMMARY:

An ordinance authorizing the City Manager to sign Grant Agreement 12-0526-BHD between the City of Columbia and the Missouri Foundation for Health in the amount of \$25,000 beginning 9/1/12; appropriating funds and amending the FY12 budget.

DISCUSSION:

This agreement allows the Department of Public Health and Human Services to purchase equipment and/or supplies to supplement operating costs.

FISCAL IMPACT:

Funding was not anticipated in the FY12 budget process. An appropriation and budget amendment is necessary.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	