



City of Omaha
Jean Stothert, Mayor

RECEIVED

2015 FEB 18 AM 8:41

CITY CLERK
OMAHA, NEBRASKA

Office of the Mayor
1819 Farnam Street, Suite 300
Omaha, Nebraska 68183-0300
(402) 444-5000
FAX: (402) 444-6059

Honorable President

and Members of the City Council,

Attached is a Resolution recommended by the Mayor approving an agreement between the City of Omaha and the D2 Center in the amount of \$30,000.

The funds will be used by the contractor to provide and operate the Truancy Prevention Program, aimed at reducing high school absenteeism during the period January 1, 2015 to December 31, 2015. This contract is budgeted and payable from 2015 Community Services, General Fund 11111, Organization 126057, Account 46111.

Your favorable consideration is respectfully requested.

Sincerely,

Approved as to Funding:

Jean Stothert 2/17/15
Jean Stothert, Mayor Date
City of Omaha

Stephen Curtiss 2/12/15
Stephen Curtiss Date
Finance Director

Approved:

Rhonda Miller 2/9/15
Human Rights and Relations Date

P:\MYR\0113PR

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the D2 Center, a Nebraska non-profit corporation, has signed an agreement with the City of Omaha, which is attached hereto, to provide specified services; and,

WHEREAS, pursuant to such agreement the D2 Center shall provide and operate the Truancy Prevention Program, aimed at reducing high school absenteeism, during the period of January 1, 2015 to December 31, 2015; and,

WHEREAS, the Mayor recommends approval of the agreement in the amount of thirty thousand dollars (\$30,000) for the D2 Center for financial support of such activities from 2015 Community Services, General Fund 11111, Organization 126057, Account 46111; and,

WHEREAS, it is in the best interest of the citizens of the City of Omaha to approve the contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the agreement between the City of Omaha and the D2 Center in the amount of thirty thousand dollars (\$30,000) to provide and operate the Truancy Prevention Program, aimed at reducing high school absenteeism from January 1, 2015 to December 31, 2015, and incorporated herein by this reference, and funding of such project, is hereby approved.

FURTHER THAT, the Finance Director is authorized to provide payment of thirty thousand dollars (\$30,000) from 2015 Community Services, General Fund 11111, Organization 126057, Account 46111; and in accordance with the contract terms.

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY 2/9/15
DATE

P:MYR\0113PR

By.....
Councilmember

Adopted.....
.....
City Clerk

Approved.....
Mayor



The mission of the D2 Center is to connect out-of-school and disengaged youth ages 15-21 into an educational pathway with other resources and supports needed to earn a high school diploma and prepare for post-secondary opportunities and a career.

City of Omaha 2015 Funding

After nine months of program development, the D2 Center piloted its program during the summer of 2011 under the umbrella of the nonprofit Building Bright Futures. The doors to Omaha's first and only reengagement center for disengaging and disconnected high school youth opened in September 2011. The D2 Center has recently become its own 501(c)(3), and seeks to expand its funding sources in order to continue this important work and to increase its capacity to serve youth.

In past years City of Omaha Truancy Prevention Program funding supported the salary and benefits of one Youth Academic Navigator (YAN) at the D2 Center. The YAN is the key resource provided to D2 Center youth. The reason for the word "academic" rather than "attendance" in the acronym is that D2 Center YANs focus on high school age youth where academic progress, credit accrual, and attendance are all important factors to reach the goal of a high school diploma. Research shows that a long-term commitment to high-risk youth, including an adult advocate who builds a relationship with the youth, is critical to their success. The D2 Center is still supporting several youth who entered the program during its first year of existence; hence, the need for long-term funding for the D2 Center is ongoing.

D2 Center YANs focus on building a relationship with their D2 youth and are both mentors and role models. They visit youth in whatever school setting they are currently in, make home visits, and go to court, jail, or wherever the youth happens to be. Dropout and disengaging youth tend to change schools as well as levels of engagement in school over the course of the months and years it may take to earn their high school diploma. YANs are flexible in their ability to stay with their assigned youth and meet them where they are, even when they may change to a different school district in Douglas or Sarpy counties or may be placed in a temporary residential situation such as Kearney, Geneva, Boys Town, NOVA, Youthlinks, or DCYC. YANs maintain contact with other adults in the youth's life in a team effort to get or keep youth on track: parents, school staff, probation officers, caseworkers, other agency/program staff, and whoever else may be working to support the youth. YANs connect their youth to available resources in the community, as needed. The attached "Best Practices for D2 Center Youth Academic Navigators" provides an overview of YAN work and expectations.

At the program's beginning in 2011, the D2 Center was providing services to 12 youth who were disengaging or disconnected from high school. Over the D2 Center's three plus years of operation, the total number of youth served has expanded to 305. Approximately 95% of the youth served currently attend an OPS school or program, and the students are ethnically diverse: 54% Hispanic, 25% African American, 17% Caucasian, and 1-2% each Asian and Native American. The male/female ratio has been 47% male/53% female. **More importantly, 66 youth served by the D2 Center have earned a high school diploma – youth who might otherwise have become high school dropouts.** Other measures and

metrics include credits earned, level of engagement at time of application, current school/program placement, and other factors such as involvement in probation, foster care, parenting, special education, or ESL.

Each Youth Academic Navigator (YAN) works with up to 40 youth at any given time. However, the level and type of services required by each youth vary greatly, and a D2 Center YAN may work with the same individual for anywhere from a few months to several years before the student completes his/her high school diploma. City of Omaha funding will improve the ability of the D2 Center to further expand its capacity to serve Omaha’s disengaging or disconnected youth. A strong economic rationale exists for why this work is important to the city and the community. The goal is to have as many of these youth as possible become productive, tax-paying citizens rather than becoming a tax burden.

Funding from the City of Omaha for \$30,000 will be utilized to partially pay the salary and benefits of one bilingual Spanish YAN for the calendar year 2015. The D2 Center currently employs two bilingual Spanish YANs and, as noted, about 54% of youth currently served are Latino.

Gomez Meza, Abraham	Gross Pay	Employer Taxes & Benefits
Jan. & Feb. 2015	\$6,083.32	\$1,117.87
Mar - Dec. 2015	\$31,420.35	\$6,051.90
Subtotals	\$37,503.67	\$7,169.77
Total Cost	\$44,673.44	
City of Omaha Contribution	\$30,000.00	
D2 Center Contribution	\$14,673.44	

Other services provided by the D2 Center for D2 youth are tutoring, elective credit classes, and a Careers and Community Engagement project coordinator who works with youth who are either getting close to graduation or have already graduated. The project coordinator helps D2 youth develop a postsecondary plan and provides services including career exploration, career-related experiences, postsecondary planning and connection to education and training programs, job searches and applications, resume writing, job shadowing, and mock interviews along with the opportunity to earn elective credit, if needed.

The D2 Center has actively participated in the National League of Cities Reengagement Center Network for four years. A site profile of the D2 Center is featured in a new, national publication “Bringing Students Back to the Center: A Resource Guide for Implementing and Enhancing Re-Engagement Centers for Out-of-School Youth.” Available at <http://www2.ed.gov/programs/dropout/re-engagement-guide121914.pdf> , the publication was funded by the US Department of Education and conducted by the Millennium Group, LLC and Johns Hopkins University Everyone Graduates Center.

Thank you for your support!

Greg Emmel and Carolyn Miller, Executive Directors

Best Practices for D2 Center Youth Academic Navigators (YANs)

(Revised 1/28/2015)

1. Complete all phases of the intake process including following up on D2 Center Interest Forms, setting appointments, getting signed consent forms, completing student and parent interviews, reviewing school information, preparing the action plan draft, and participating in the action plan meeting:
 - Explain the YAN support role: focus on school attendance, grades, and credits earned, connection to community resources, D2 Center resources, trust, and confidentiality
 - Explain YAN expectations for the youth: at least weekly communication, honesty, non-avoidance, attendance and progress at school
 - Follow up within 2 to 3 days after the meeting to begin regular communication with the youth
2. Contact youth at least weekly
 - Always update contacts in TraxSolutions ASAP
 - If a youth has a new phone number or change of address, please make changes in the Action Plan and TraxSolutions
 - Document contacts with other adults-- parent, D2 Center staff, school personnel, NFC caseworker, probation officer, Teen and Young Parent Program parent coach, etc.; communicate with them and consider them a part of the youth support team
 - Meet the youth in person **at least** once per month—lunch at school, at program/school site, before or after school, home visit, meet on a Careers and Community Engagement activity, take out to lunch, at D2 Center tutoring or class, etc.
 - Contact the parent at least once per month--if the youth “disappears” the parent (or other adult advocate) becomes the YAN contact (next in line), so it’s important to build a trusting relationship with a parent or other adults, too
 - **Unacceptable weekly contact:** left youth a voicemail or sent a text with no response
Acceptable weekly contact: sent youth a text with no response; 1-2 days later called and left a voicemail with no response; 1-2 days later called parent and left message with no response; 1-2 days later made home visit, stopped at youth’s workplace or school, etc.
 - If a couple weeks have gone by and still no contact has been made, notify an Executive Director at the D2 Center to discuss strategies and next steps
3. Keep informed about school placement, attendance and achievement
 - Youth who are out of school or dropped from school will need to get enrolled (OPS) at the Student Placement Office (room 312) at the TAC building and will need: 1) a parent/legal guardian to go with them or provide a notarized letter from the parent/guardian, and 2) provide proof of address in the form of mail to the address (OPPD bill, MUD bill, lease payment, Cox bill, —less than 30 days old), 3) if the youth was withdrawn for attendance within the last month, he/she can go to Placement and complete the “short form” to reenroll and bypass 1) and 2) above
 - Infinite Campus access to attendance, progress grades, credit information, and other school-related information (OPS students) is available once an OPS consent form has been faxed to Pat Nedley (402-557-2799); Ralston also has portal access
 - Establish at least one school contact person and get to know school personnel such as teachers, counselors, social workers, administrators, attendance secretaries, IEP holders, or ESL teachers. If a youth has a change of school placement, document this in Trax and notify an Executive Director
4. Follow professional protocol for: confidentiality and privacy with both the youth and other adults working with the youth, family privacy, student statements about self harm or harming someone else, and state child abuse reporting—notify an Executive Director immediately regarding harm or child abuse
5. Attend meetings and be aware of other meetings and important appointments
 - School meetings: Individualized Educational Plan (IEP), Student Assistant Team (SAT), meetings with a social worker or an administrator, orientation meetings at an alternative education site, etc.
 - Other: attend family/caseworker meetings and be aware of therapy, counseling sessions, meetings with probation officer, etc.—all good topics of conversation

6. Go to court
 - Find out when the youth is going to court and be sure to attend; the probation officer or the parent will know about court dates if the youth is not forthcoming about them
 - If unable to attend, ask another D2 Center staff member to attend; information is needed and critical decisions are made in court; if a YAN has an opportunity to provide information in court, be honest about what the youth has or has not done
 - Coach parents to be honest with the judge and speak up; the court can provide services the youth may need
7. Visit youth in DCYC (1301 S. 41st St.)
 - Maintain communication with parents and visit youth at least monthly if in DCYC; call Judy at 402-444-7492 to make an appointment at DCYC; photo ID and agency ID required when visiting
 - Youth in DCYC are able to work on credits; a good topic of conversation is what classes they are taking and their progress; specifics on classes and credits while youth are in DCYC are available through Jennifer Beck, educational liaison (jennifer.beck@douglascounty-ne.gov; 402-444-3833)
 - Work with the DCYC Transition Specialist when youth leave DCYC
8. Connect youth with available resources in the community and at the D2 Center
 - Community resources: ECS Teen and Young Parent Program, Project Everlast (foster youth), Goodwill Partnership for Youth, Youth Emergency Services, School-Based Health Centers, Planned Parenthood, Job Corps, school social worker, emergency hotlines, etc. (or call 211)
 - D2 Center Resources: remind the youth about tutoring, elective credit class options, and the Careers and Community Engagement Program; communicate with an Executive Director regarding youth's expected attendance for tutoring/class no later than 11 a.m. on class days
 - Consider how you can directly connect youth to needed resources in the community at as high a level as possible (example):
 - Level I—give the youth an orientation flyer for the Goodwill Partnership for Youth Program
 - Level II—give the youth the flyer and call the information number together and/or call a parent and let him/her know about the next session date and time
 - Level III—both of the above plus attend the orientation session with the youth and establish contact and communicate regularly with the Career Specialist assigned to the youth by Goodwill
9. Be positive, hopeful, and motivational and focus on youth strengths and their future
 - Be supportive and available when youth are in crisis
 - Set goals and expectations, especially regarding school attendance, earning credits, high school graduation, and post-secondary career and educational plans
 - Become a part of and help the youth develop a "hope network" of supportive adults
10. Participate in community outreach and increase awareness of the mission of the D2 Center and the YAN role
 - Make sure people in other agencies /organizations are aware of the D2 Center mission and YAN role; speak up when and where appropriate
 - Connect with people in partner organizations
 - Connect with people in your social sphere (family, friends, church, clubs, etc.)
 - Attend meetings of organizations supporting high risk youth in the community voluntarily or as assigned by an Executive Director

The mission of the D2 Center is to connect out-of-school and disengaged youth ages 15-21 into an educational pathway with other resources and supports needed to earn a high school diploma and prepare for post-secondary opportunities and a career.



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(Revised 1/28/2015)

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The mission of the D2 Center is to connect out-of-school and disengaged youth ages 15-21 into an educational pathway with other resources and supports needed to earn a high school diploma and prepare for post-secondary opportunities and a career.



AGREEMENT

This Agreement is made and entered into this ____ day of *February*, 2015, by and between the City of Omaha, a Nebraska municipal corporation (hereinafter referred to as "City") and the **D2 Center**, 1941 South 42nd Street, Suite 503, Omaha, Nebraska 68105 (hereinafter referred to as "Contractor").

WHEREAS, the City has the statutory authority to contract for services benefiting the City and its residents through organizations engaging in providing specialized and unique areas of assistance; and,

WHEREAS, the Contractor will implement the City of Omaha Truancy Prevention Program; and,

WHEREAS, the City wishes to contract with the Contractor, as described below, to obtain the Contractor's services in the implementation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Contractor mutually undertake and agree as follows:

I.

DUTIES OF THE CONTRACTOR

A. The Contractor shall provide the following services and be responsible to provide project requirements as stated in the Contractor's request for funding, and as outlined below:

The Contractor will use Truancy Prevention Funds to address truancy and school disengagement issues.

D2 Center

Youth Academic Navigator (YAN) salary and benefits

\$30,000

Total Award Amount: \$30,000

B. The Contractor shall comply with all reporting, data collection and evaluation requirements, as prescribed by the City of Omaha during the Grant Award period. The Contractor shall submit one (1) six-month progress report and one (1) end of year program report describing the program activities, completion of program goals and measurable objectives. The six-month progress report shall be due no later than July 31, 2015 and the end of year program report shall be due no later than January 31, 2016. The reports shall be submitted to the City of Omaha, Office of the Mayor, Grant Administrator, 1819 Farnam Street, Suite 300, Omaha, Nebraska 68183.

C. The Contractor will be responsible for all aspects of the project including day-to-day management of the Program. The identity of the chief executive of the Contractor and any changes thereof shall be provided to the City.

D. The Contractor shall maintain an accounting system that accurately tracks income and expenditures associated with this agreement separate from other agency funds.

E. The Contractor shall allow the City to have access to the Contractor's records and program site for the purpose of financial and/or program audits, as may be required in the sole discretion of the City or its authorized designee.

F. The Contractor will implement and enforce, as to its employees, a drug-free workplace policy substantiality similar to the City of Omaha's policy which is on file with the Human Resources Department.

G. The Contractor will provide an executed W-9 Verification form.

H. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

II.

COMPENSATION

The City shall compensate the Contractor in an amount not to exceed, under any circumstances, \$30,000 ("Maximum Compensation"). The City shall advance \$15,000 to the Contractor upon execution of this Agreement. Following the execution of this agreement and during the term of this Agreement the City will only disburse the remaining Compensation to the Contractor upon request for costs contemplated and reimbursable under the project provided that such requests must be submitted by December 31, 2015. Upon request for disbursement the Contractor must provide an expenditure summary of previous funds received to date. All receipts and expenditure reports shall be maintained and made available as requested for auditable evidence by the Contractor. All requests for reimbursement shall be submitted to the City of Omaha, Office of the Mayor, Grant Administrator, 1819 Farnam Street, Suite 300, Omaha, Nebraska 68183. A final expenditure report shall be submitted by January 31, 2016.

Any tangible equipment purchased by the Contractor with funds pursuant to this Agreement shall be the property of the Contractor.

In the event that the Contractor breaches any provision of this Agreement, the City may, at its sole option, and in addition to any other remedies, withhold the payment of any portion of the Maximum Compensation to the Contractor.

III.

TERM

This Agreement shall become effective January 1, 2015 and shall terminate on December 31, 2015. Permissible expenditures under this grant incurred after January 1, 2015 will be paid as if they occurred after the effective date. Either party may immediately terminate this Agreement upon mailing prior written notice thereof to the other party; provided, that in the event of such early termination, the Contractor shall immediately return to the City all unexpended funds advanced to the Contractor under this Agreement.

In the event the grant award period is extended by the City, the Agreement shall automatically be extended to the end of the approved extension.

IV.

INDEMNITY

To the extent allowed by law, the Contractor covenants and agrees to indemnify and hold harmless the City of Omaha, their officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Contractor or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from the acts of the Contractor's employees or agents pursuant to this Agreement, and the Contractor further agrees to pay all expenses in defending against any claims made against the City of Omaha provided, however, that the Contractor shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees.

The Contractor, and the City of Omaha shall give prompt and timely written notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect the other parties.

V.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment provisions of this Agreement are as set forth in the Equal Employment Opportunity clause which is on file with the Human Resources Department. Refusal by the Contractor or any subcontractor to comply with any portion of this program as herein stated and described will subject the

offending party to any or all of the following penalties:

- A. Withholding of all future payments under the involved Agreement to the Contractor until it is determined the Contractor or subcontractor, is in compliance with the provisions of the Agreement.
- B. Refusal of all future bids or Agreements with the City or any of its departments or divisions until such time as the Contractor, or subcontractor, demonstrates that it has established and shall carry out the policies of the program as herein outlined.

VI.

NONDISCRIMINATION

The Contractor shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

VII.

INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties that any and all acts that the Contractor or its employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City. Neither Contractor nor any of its employees or agents shall be construed to be the employee or agent of the City for any purpose whatsoever. Contractor shall not be entitled to any benefits of the City. The City shall not provide any insurance coverage to the Contractor or its respective employees including, but not limited to workers' compensation insurance. Contractor and the City shall each pay all wages, salaries and other amounts due to its respective employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

Contractor shall have no authority to bind the City or by or with any contract or agreement, nor to impose any liability upon the City. All acts and contracts of the Contractor shall be in its own name and not in the name of the City, unless otherwise provided herein.

VIII.

CAPTIONS

Captions used in this contract are for convenience and are not used in the construction of this contract.

IX.

APPLICABLE LAW

Parties to this contract shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

X.

CONFLICT OF INTEREST

A. No elected official nor any officer or employee of the City shall, during their tenure and one year thereafter, have a financial interest, direct or indirect, in this Agreement or in any funds transferred hereunder. Any violation of this section shall render the Agreement voidable by the City or the Contractor.

B. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

XI.

WARRANTY AS TO COMMISSIONS

The Contractor warrants that it has not employed any person to solicit or secure the Agreement upon any agreement for commission, percentage, brokerage, or contingent fee.

XII.

MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XIII.

MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

XIV.

ASSIGNMENT

Neither party may assign its rights under this Agreement without the express prior written consent of the other party.

XV.

CONTRACT DOCUMENTS

The Contractor is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the Contractor's request for funding, which is attached hereto.

XVI.

AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (a) CITY OF OMAHA
Jean Stothert, Mayor
Office of the Mayor
1819 Farnam Street, Suite 300
Omaha, Nebraska 68183
Contact: Gail Braun, Grant Administrator
Phone: (402) 444-5286

- (b) CONTRACTOR
D2 Center
Attn: Greg Emmel, Executive Director
1941 South 42nd Street, Suite 503
Omaha, Nebraska 68105
Phone: (402) 502-8534

EXECUTED this _____ day of February, 2015.

CITY OF OMAHA, NEBRASKA

D2 CENTER

Jean Stothert, Mayor Date

Greg Emmel 2-6-2015
Greg Emmel, Executive Director Date

ATTEST:

Buster Brown, City Clerk Date

APPROVED AS TO FORM:

Michelle Piter 2/8/15
Assistant City Attorney Date