

Sample Memorandum of Agreement

Working with a Tribal Council

Between the Asa'cararmiut Tribal Council, City of Mountain Village Boys & Girls Club Advisory Committee, and Boys & Girls Clubs of Southcentral Alaska.

This Agreement is entered into between Asa'Carsarmiut Tribal Council, a federally recognized governing body for the Asa'carsarmiut Tribe, hereinafter "ATC," the City of Mountain Village, an incorporated second class, hereinafter "City," the Mountain Village Boys & Girls Club Advisory Committee, an unincorporated nonprofit group organized for the purpose of establishing a Boys & Girls Club in Mountain Village, hereinafter "Committee," and Boys & Girls Club of Southcentral Alaska, an incorporated nonprofit youth development organization, hereinafter "Club."

I. Concept

"ATC," "City" and the "Club" have leveraged resources together to help establish a Boys & Girls Club program in Mountain Village, a portion of which will be utilized for training, planning, including salaries and expenses for a manager. The purpose of this program is to provide a safe and healthy environment for the youth in Mountain Village and to provide beneficial activities as alternatives to substance abuse.

A brief overview of the respective obligations of the parties follows:

Club—Program development, recruiting and training of staff, delivery of Club activities and programs and maintaining safe and sanitary program space. In addition they will provide some BJA funding.

ATC—Funding (from grant proceeds), providing general oversight, professional guidance, and technical assistance to the "committee" and unit manager of the Club.

City—Provides \$1 a year lease of facility space, liability and hazard insurance, to provide assistance and support for capital improvements/including clearly defined required qualifications, duties and responsibilities, renovations to "teen center" facility.

Committee—Assist the Club in being responsive to the needs of Mountain Village's youth. To assist the Club in developing community resources, (financial, in-kind, and volunteer) for the successful operation of the Club.

Therefore, the Asa'Carsarmiut Tribal Council, City of Mountain Village, Boys & Girls Club Advisory Committee and the Boys & Girls Club of Southcentral Alaska agree to the following:

II. Asa'carsarmiut Tribal Council will:

1. Apply for PHDEP grant funds and write the Club into NAHASDA'S five-year plan;
2. Provide overall management of NAHASDA and DEP grants;
 - A. Execute the grant agreements with HUD;
 - B. Submit the semiannual and final financial and performance reports to HUD;
 - C. Contract with an independent auditor to perform the annual audit;

- D. Request any changes or amendments to the grant agreements;
 - E. Requisition all grant funds from HUD;
 - F. Revise request for program funds and financial transactions; maintain books and records with support documents;
 - G. Ensure all activities and transactions are in accordance with the specific terms of the grant agreement and special conditions or amendments of the grant; and
 - H. Coordinate on-site visits (with HUD, etc.).
3. Monitor HUD/NAHASDA Boys & Girls Club program activities of the Club through:
 - A. Quarterly financial reports;
 - B. Quarterly progress reports;
 - C. Semiannual financial and progress reports;
 - D. Final financial and progress reports; and
 - E. Scheduled on-site visits to the Boys & Girls Club site.
 4. Provide guidance and technical assistance to the parties of the AGREEMENT by:
 - A. Identifying needs and assisting the parties in addressing these issues and
 - B. Acting as a liaison in acquiring other grants (ie. state suicide prevention grants) and/or partnering with other grant programs to provide needed services to youth by the Boys & Girls Club (i.e., JOM & JPTA).
 5. Coordinate the joint quarterly meetings among all the parties of this AGREEMENT by:
 - A. Setting up a quarterly meeting schedule agreed upon by all parties and
 - B. Notifying all parties of upcoming meetings.
 6. Provide funds to the Club for the overall operation of the Boys & Girls Club Unit in accordance with the approved budget as outlined and as approved by the Grant Agreement and the AGREEMENT as follows:
 - A. Disbursements of grant funds are contingent on satisfactory quarterly progress reports.

Financial and quarterly progress reports are due at the end of the following months:
January, April, July, and October.

III. City of Mountain Village will:

Phase I

1. Provide \$1 a year lease in a safe economical building for a twelve-month period commencing on the start date (to be determined) and ending twelve months from that date. This will include expanding the current youth center across the hall to the kitchen side of the building. The building must be adequate to house and meet the criteria set out herein.
2. Provide fire/hazard insurance for the recreation Center building for use by the Mountain Village Boys & Girls Club Unit. All parties to this AGREEMENT will be named insured.

Phase II

1. Provide a five year lease for \$1 a year, which will be renewable for three 5 year terms up to 20 years for use of the Recreation Center (teen center) facility by the Boys & Girls Club program.
2. Assist in attaining funds to repair and renovate the Recreation Center building so occupancy can take place as soon as possible.
3. Waive all responsibility from the Club and for any damages or destruction which may occur when the building is not in use by its program.
4. Provide overall maintenance of the building to ensure the safety and health of all program participants and staff, and to provide major repairs as needed.

5. Work with all parties involved for the good of the community.
6. The City of Mountain Village will provide 50% of the electricity and oil heat for the City owned recreation center designated for the Mountain Village Boys & Girls Club.

IV. Boys & Girls Club Advisory Committee will:

1. Meet with the ATC and Club on a quarterly basis;
2. Meet with Unit manager on a monthly basis or at least 10 times a year;
3. Promote the program in the community;
4. Assist in developing the plans and activities of the program;
5. Participate in joint meeting with the parties of this AGREEMENT;
6. Assist the Unit Manager by providing guidance and assistance pertaining to the goals of the Committee in regards to the Mountain Village Boys & Girls Club;
7. Support the Unit Manager's efforts in Mountain Village; and
8. Assist the Club by developing community resources (financial, in-kind and volunteer) for the successful operation of the "Club."

V. Boys & Girls Club of Southcentral Alaska will:

1. Maintain a high quality of services and professional standards in carrying out the goals and objectives of grants and this agreement;
2. Hire, train and supervise the staff for the club operations; and
3. Carry out its Management Responsibilities by:
 - A. Developing the job description for the Unit Manager, recruiting, hiring and training for this position in a manner that is responsive to the needs of the community;
 - B. Working with the Committee, youth, other community members and organizations to develop a successful program that meets the needs of the community and it's youth;
 - C. Providing quarterly financial reports, including all cash receipts and cash disbursement documents;
 - D. Providing quarterly progress reports to ATC;
 - E. Providing semiannual financial and progress reports to ATC;
 - F. Providing final financial and progress reports to ATC;
 - G. Participating in on-site visits as scheduled;
 - H. Participating in joint meetings with the Committee.
 - I. Assisting in the preparation of grants for the continuation of a similar program;
 - J. Providing access to all records pertaining to the Boys & Girls Club program for the Mountain Village Boys & Girls;
 - K. Providing administrative support for grant monitoring;
 - L. Providing matching OJP funds from Boys & Girls Clubs of America as seed money for start up operations of the Mountain Village Boys & Girls Club;
 - M. Providing administrative services (training, supervision, financial accounting etc.) at no cost. (this administrative overhead is usually 10 to 15% of the budget);
 - N. Providing general liability insurance coverage and secondary student insurance coverage for Club members;
 - O. Providing financial accounting of all expenses and disbursement of monies to pay for staff salaries and benefits, program supplies and equipment, travel and per diem, other costs/expenses associated with Club operations;
 - P. Providing financial accounting and reports of all grant incomes and other incomes for the purposes of operating the Mountain Village Boys & Girls Club;
 - Q. Providing training to the Unit Manager in the concepts of the Boys & Girls Club;

- R. Assisting the Unit Manager by providing guidance for the operation of the Mountain Village Boys & Girls Club;
- S. Providing copies of all insurance policies pertaining to the Mountain Village Boys & Girls Club; and
- T. Operating within attached budget.

VI. Term of Agreement

This AGREEMENT will take effect upon the execution of the parties and will continue in force until it is amended or terminated in writing by mutual agreement, or until a grant award, whichever is sooner.

This AGREEMENT may only be extended by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the _____ day of _____, 20____.

James C. Landlord, 1st Chief
ASA'CARSARMUIT TRIBAL COUNCIL

Harry O. Wilde Sr., Mayor
CITY OF MOUNTAIN VILLAGE

John P. Oates, Chief Executive Officer
BOYS & GIRLS CLUBS OF SOUTHCENTRAL ALASKA