September 19, 2005

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Jeanette Bennett, Purchasing Director
Charles T. Craft, Chief of Police

SUBJECT: **Agenda Item** - Standard Purchasing Resolution 5: Approval To Expend Budgeted Funds– Common Ground

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APPROVAL TO EXPEND FUNDS

City management requests approval to provide funding to Common Ground, during the 2005/2006 fiscal year at a cost to the City of Troy of $2,100.00, to be paid in one installment.

HISTORY

The services provided by Common Ground include: the Oakland County Crisis Response Team, Victim's Assistance Program, Community Education and Training Programs, and a Legal Clinic.

A funding agreement was previously approved by the City Council on August 31, 1998, February 5, 2001, January 7, 2002, February 17, 2003, with resolution #98-393-C-6, #2001-02-076-E-4, #2002-01-006-E-2, #2003-02-091-E-9, and #2004-11-576-E-17 respectively.

BUDGET

The Police Department account #305.7802.107 has been designated for the funding of this program.

Reviewed as to Form and Legality: _____ _____
Lori Grigg Bluhm, City Attorney Date

Prepared by: Terry Colussi, Office Coordinator

AGREEMENT BETWEEN THE CITY OF TROY AND COMMON GROUND SANCTUARY

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and Common Ground Sanctuary, 1410 South Telegraph Road, Bloomfield Hills, Michigan 48302, a Michigan non-profit organization, (hereinafter referred to as " Common Ground Sanctuary"),

RECITALS

WHEREAS, the CITY desires to provide for problem-solving for individuals and families in crisis, victims of crime, persons with mental illness, persons trying to cope with critical situations and runaway and homeless youths, especially those who cannot afford private services; and

WHEREAS, the general purpose of Common Ground Sanctuary is to provide opportunities for individuals and families in crisis:

NOW, THEREFORE, in consideration of the above in meeting the needs of the individual, including youth and families of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

COMMON GROUND SANCTUARY RESPONSIBILITIES.

1. General Project Summary. A general description of the community services to be provided by Common Ground Sanctuary is as follows:

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at Common Ground Sanctuary shall oversee programs designed to make crisis assistant available including, but not limited to, a 24-hour crisis telephone line, victim assistance programs, runaway and homeless youth shelters, street outreach programs, legal clinics and in-home counseling programs.

B. Common Ground Sanctuary shall offer these programs to individuals, including youth, and families in crisis, victims of crime, persons with mental illness, individuals trying to cope with critical situations and runaway and homeless youths, including residents of the City of Troy.

C. Common Ground Sanctuary will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at Common Ground Sanctuary, and will be available for inspection by the CITY on request.

3. Location of Facility. Common Ground Sanctuary has administrative offices at 1410 South Telegraph Road, Bloomfield Hills, Michigan 48302. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

4. Service Documentation. Common Ground Sanctuary shall provide a quarterly report which may be in the form of minutes from monthly Common Ground Sanctuary Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

A. Data regarding Common Ground Sanctuary's operation, including but not limited to, the number of persons serviced by Common Ground Sanctuary programs, attendance records for counseling and programs, duration of programs, etc.

B. Types of cases treated and referral source(s).

C. All community and special projects undertaken by Common Ground Sanctuary.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the Common Ground Sanctuary clientele.

5. Fiscal Requirements. Common Ground Sanctuary shall maintain an accounting system to identify and support all expenditures, i.e., all income and expenses for which services are provided under this Agreement. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

Common Ground Sanctuary shall submit to the CITY a copy of its annual budget for any fiscal year which falls within the twelve-month period covered by this Agreement. These budgets shall show the Common Ground Sanctuary budget, total expenditures, and expenditures funded and claimed to other funding sources.

Common Ground Sanctuary shall provide to the CITY a quarterly financial statement which may be in the form of Monthly Treasurer Reports as submitted to the Common Ground Sanctuary Board of Directors in October, January, April and July, including total income and expenditures for the previous three (3) months.

Common Ground Sanctuary agrees to retain at its costs all books, records or other documents relevant to this Agreement for six years after final payment.

6. Review of Programs by the City. Upon request, Common Ground Sanctuary will review with the CITY staff the programs funded by this Agreement to

determine if there are appropriate crisis guidance programs and counseling activities which may be utilized by individuals and families.

7. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of the Agreement, shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and must be consistent with all statutory requirements.

8. Subcontracts. Common Ground Sanctuary shall not assign this Agreement or enter into any subcontracts for services under this Agreement without obtaining prior written approval of the CITY.

9. Indemnify and Hold Harmless. Common Ground Sanctuary shall indemnify, save and hold harmless the CITY, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of Common Ground Sanctuary or its officers, directors, employees, agents or volunteers.

10. Insurance. Common Ground Sanctuary shall present to the CITY documentation that is satisfactory to the CITY that indicates that Common Ground Sanctuary is covered under a policy of insurance or self-insurance with Oakland County, Michigan.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to Common Ground Sanctuary an amount not to exceed $ 2,100.00 for services performed under this Agreement. Payment is to be made in one payment in the fall of 2005.

Obligations incurred by Common Ground Sanctuary prior to or after the period covered by this Agreement shall be excluded.

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that Common Ground Sanctuary fails to comply with the conditions of this Agreement, or to fulfill its responsibility as indicated in the Agreement, or the CITY determines that the methods and techniques being utilized in accomplishing the goals of this Agreement are not acceptable or compatible with the CITY's policy, then the CITY reserves the right to cancel this Agreement by giving thirty (30) days written notice to Common Ground Sanctuary, If Common Ground Sanctuary becomes defunct, Common Ground Sanctuary will reimburse the CITY for all pre-payments based on the date of termination.

2. Employees of Common Ground Sanctuary. Representatives, employees and volunteers of Common Ground Sanctuary shall not be deemed to be employees or agents of the CITY for any purposes solely because of their participation with Common Ground Sanctuary.

3. Independent Contractors. Common Ground Sanctuary is an independent contractor, and its agents, employees, or servants are responsible for its own conduct. This Agreement is not a joint venture for the profit of either party.

4. Compliance with Laws. Common Ground Sanctuary shall be responsible for compliance with all Federal, State and City laws or ordinances. Any violation of the law or ordinance results in material breach of the Agreement.

5. Terms of Agreement. This Agreement shall become effective as of July 1, 2005 and shall terminate on June 30, 2006 unless terminated under the provisions set forth in this Agreement.

IN WITNESS WHEREOF, the CITY and Common Ground Sanctuary have caused this Agreement to be executed by their respective authorized officers.

WITNESSES:	CITY OF TROY
_____	_____ Louise E. Schilling, Mayor
_____	_____ Tonni Bartholomew, City Clerk
WITNESSES:	COMMON GROUND SANCTUARY
_____	_____ Tony Rothschild, President and CEO
_____	