E-04a

CITY COUNCIL ACTION REPORT

August 14, 2007

TO: Phillip L. Nelson, City Manager

FROM: Susan Leirstein, Purchasing Director
Charles Craft, Chief of Police

SUBJECT: Agenda Item - Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – HAVEN Program

Background:

- Funding requirements were previously approved by the City Council resolution #2006-09-356, resolution #2005-10-458, and resolution #2004-11-576.

Financial Considerations:

- The Police Department's Police Administration Contractual Services – HAVEN Program account #305.7802.108 has been designated for the funding of this program.

Policy Considerations:

- The services provided by the HAVEN Program include: the Domestic Violence Counseling Program, Sexual Assault/Child Abuse Treatment Program, Court Advocacy Counseling/First Response Team, Residential Program, and Men Exercising Non-Violent Skills Counseling Program. The services provided would otherwise be the responsibility of the City of Troy.

Options:

- The Police Department requests approval to continue to provide funding to the HAVEN Program in the amount of $4,500.00 for the 2007/2008 fiscal year.

Where legal review is necessary:

Approved as to Form and Legality: Lori Grigg Bluhm, City Attorney — Date 8/14/07

Prepared by Terry Colussi, Office Coordinator

AGREEMENT BETWEEN THE CITY OF TROY AND HAVEN, INC.

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and Haven, Inc., 92 Whittemore, Pontiac, Michigan 48342, a Michigan non-profit corporation, (hereinafter referred to as "HAVEN"),

RECITALS

WHEREAS, the CITY desires to provide crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault and child abuse; and to further provide for counseling to the perpetrators of domestic violence in an attempt to prevent further violence from occurring; and

WHEREAS, the general purpose of the HAVEN is to provide available shelter to citizens who are forced to escape from the home where violence occurs; and to provide ongoing counseling to help heal the damage caused by these terrible crimes; and

WHEREAS, HAVEN also provides a 24-hour crisis line for immediate assistance for the citizens of the City,

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

HAVENS RESPONSIBILITIES.

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

A. A mental health worker, a licensed social worker, psychologist, or counselor on staff at HAVEN or available for consultation to HAVEN, shall supervise all activities ongoing under the HAVEN program consisting of, but not limited to, crisis intervention, shelter, advocacy, individual, group and family counseling for victims of domestic violence, sexual assault and child abuse. HAVEN shall also maintain a 24-hour crisis line to provide immediate assistance to the citizens of the City and others who are in need of such assistance.

B. Other project responsibilities include, but are not limited to, counseling for the perpetrators of domestic violence in an attempt to prevent further violence from occurring.

C. HAVEN will continue to provide service at the current level or greater.

2. Program Description. A detailed description of each program offered will be maintained on file at HAVEN and will be available for inspection by the CITY on request.

3. Location of Facility. HAVEN shall provide an office and/or treatment facility at 92 Whittemore, Pontiac, Michigan 48342. The CITY shall be notified immediately of any relocation or planned relocation of the facility. HAVEN shall maintain "safe houses: in the area for use by its citizens and that the locations of those "safe house" shall remain confidential for the protections of the residents.

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

A. Data regarding HAVEN's operation, including but not limited to, the number of persons serviced by HAVEN 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 HAVEN.

D. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the HAVEN clientele.

5. Fiscal Requirements. HAVEN 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.

HAVEN 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 HAVEN budget, total expenditures, and expenditures funded and claimed to other funding sources.

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

HAVEN 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, HAVEN will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate shelter and counseling activities which may be utilized by citizens.

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. HAVEN 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. HAVEN shall indemnify, defend, pay on behalf of save and hold harmless the CITY, its elected and appointed officials, employees, volunteers, officers, agents, and affiliated entities against and from any losses, damages, judgments, claims, demands, suits, expenses, costs, and liabilities, personal injury or death and/or property damage, including attorney fees, interest and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of HAVEN or its officers, directors, employees, agents or volunteers.

10. Insurance. HAVEN shall present to the CITY documentation that is satisfactory to the CITY that indicates that HAVEN is covered under a policy of insurance or self-insurance which is satisfactory to the CITY and which names the City as an additional insured.

11. Discrimination prohibited. HAVEN shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. HAVEN shall comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitations Act of 1973, P.A. 93-112, 87 Stat. 394 , which requires that no employee or client or otherwise, qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation, be denied the benefits of or be subjected to, discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. HAVEN shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

12. Prohibition of Political and Religious Activity. There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement. None of the funds, materials, property or services under this Agreement shall be used in the performance of services under this Agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122, Cost Principles for Non-profit Organizations – lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

CITY'S RESPONSIBILITIES

The CITY hereby agrees to pay to HAVEN an amount not to exceed $ 4,500.00 for services performed under this Agreement. Payment will be made in one payment in the fall of 2007.

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

MUTUAL COVENANTS

1. Cancellation of Agreement. If the CITY determines that HAVEN fails or has failed 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 HAVEN. If HAVEN becomes defunct, HAVEN will reimburse the CITY for all pre-payments based on the date of termination.

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

3. Independent Contractors. HAVEN 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. HAVEN 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. Notices. Whenever under this Agreement provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid, to the addresses stated below, or such other address as either of the parties may

subsequently designate in writing by notice to the other party in the manner required hereunder:

Notice to City: Tonni Bartholomew
City Clerk, City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Notice to Haven: Beth Morrison, President & CEO
HAVEN, INC.
92 Whittemore Street
Pontiac, Michigan 48342

6. Entire Agreement. This Agreement constitutes the entire Agreement between HAVEN and the CITY with respect to the subject matter hereof; and there are no other further written or oral understandings or agreements with respect hereto.

7. Modification. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the parties.

8. Terms of Agreement. This Agreement shall become effective as of July 1, 2007 and shall terminate on June 30, 2008 unless terminated under the provisions set forth in this Agreement.

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

WITNESSES:

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_____

CITY OF TROY

_____
Louise E. Schilling, Mayor

_____
Tonni Bartholomew, City Clerk

WITNESSES:

Linda Fountain

Marcly Daniel

HAVEN, INC.

_____
Beth Morrison, President & CEO