J-04c

CITY COUNCIL AGENDA ITEM

Date: September 15, 2015

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Gary G. Mayer, Chief of Police

Subject: Standard Purchasing Resolution: Approval to Expend Budgeted Funds – Troy Community Coalition

History

The Troy Community Coalition provides community services to prevent drug and alcohol abuse.

Funding requirements were previously approved by City Council resolution #2014-09-123-J-4e, resolution #2010-10-214-J-4a, resolution # 2009-08-231-F-4d, resolution #2008-09-305-F-4e, resolution #2007-08-233, resolution #2006-08-342, resolution #2005-09-416, resolution #2004-09-454, resolution #2003-09-474, resolution #2002-07-427, and resolution #2001-09-449.

Financial

The Police Department's Police Administration Contractual Services – Troy Community Coalition account has been designated for the funding of this program.

Recommendation

The Police Department requests approval to provide funding for the TROY COMMUNITY COALITION in the amount of $25,000.00 for the 2015/2016 fiscal year and it is recommended that the Agreement between the City of Troy and Troy Community Coalition be approved as written.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

9/15/2015
Date

GGM/tc i:\1 office coordinator\agenda\agenda items\2015 agendas\tcc agreement cc report.doc

TROY COMMUNITY COALITION
For the Prevention of Drug and Alcohol Abuse

4420 Livernois Road Troy, MI 48098 | 248.823.5088 | www.troycoalition.org

July 28, 2015

Chief Gary Mayer
Troy Police Department
500 W. Big Beaver Road
Troy, MI 48084

Dear Chief Mayer:
The purpose of this letter is to officially request $25,000 from the Troy Police Department for the Troy Community Coalition. We understand that the Troy City Council approved the 2015-2016 budget and that amount has been earmarked for the Troy Community Coalition.

In return, the Troy Community Coalition will provide prevention services to youth and adults and continue to collaborate with the Troy Police Department to meet the needs of our community in the area of alcohol, tobacco and drug prevention.

We appreciate your support and willingness to look for new and innovative ways of helping our citizens achieve a healthy lifestyle free from the abuse of alcohol, tobacco and drugs. We look forward to working together again this year and for many years to come.

Sincerely,

Nancy Morrison

Nancy Morrison, MA, LLP, CPS
Executive Director
Troy Community Coalition

Executive Board

Cass Beals, *President*
Brian Buczek, *Vice President*
John Munoz, *Treasurer*
Lori Grigg Bluhm, *Secretary*
Dennis Drury, *Past President*
Dr. Daniel Farkas, *Member-at-Large*
Jim Hern, *Member-at-Large*
Gary Mayer, *Member-at-Large*
Mary McDermott, *Member-at-Large*
Kelly Mukomel, *Member-at-Large*
Nancy Morrison, *Executive Director*

AGREEMENT BETWEEN THE CITY OF TROY AND TROY COMMUNITY COALITION

This Agreement, by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Troy Community Coalition, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TCC"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service in an effort to prevent drug and alcohol abuse and to promote a healthy lifestyle through on-site and off-site educational and prevention programs and/or initiatives and activities that improve the quality of life for all who live or work in Troy; and

WHEREAS, the CITY desires to provide individuals with an opportunity to participate in the TCC program; and

WHEREAS, the general purpose of the TCC is to provide opportunities for mental, social and physical growth and development of individuals to prevent drug and alcohol abuse and to cope with their environment; and

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

TCC RESPONSIBILITIES.

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

   A. Qualified staff of TCC shall offer and present educational and prevention programs and/or initiatives and activities to individuals, groups and families of the community, especially, but not limited to, those who are at risk for drug and alcohol abuse or who are underserved. The staff will work with individuals, youths, parents, schools and other community organizations, consistent with their professional training and licensing, to present such educational and prevention programs and/or initiatives and activities to further personal growth and development.

   B. TCC shall offer programs to individuals which are designed to further the social and emotional needs of the individuals and to prevent drug and alcohol abuse.

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

2. Program Description. A detailed description of each educational program and/or initiative and activity offered will be provided to the CITY, will be maintained on file at TCC, and will be available for inspection by the CITY on request.

3. Location of Facility. TCC shall provide an office or facility within the CITY. Currently, that facility is located at 4420 Livernois, Troy, Michigan 48098. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

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

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

B. All community and special projects undertaken by TCC.

C. Other information that the CITY may deem necessary without jeopardizing the confidentiality of the TCC clientele.

5. Fiscal Requirements. TCC 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.

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

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

TCC 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, TCC will review with the CITY staff the programs funded by this Agreement to determine if there are appropriate educational programs and/or initiatives and activities which may be utilized by individuals, groups or families within the community.

7. Confidentiality. The use or disclosure of information concerning users of educational programs and/or initiatives and activities 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. TCC 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. TCC 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 TCC or its officers, directors, employees, agents or volunteers.

10. Insurance. TCC shall present to the CITY documentation that is satisfactory to the CITY that indicates that TCC is covered under a policy of insurance or self-insurance.

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TCC an amount not to exceed $ 25,000.00 for services performed under this Agreement. Full payment shall be made by September 30, 2015.

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

MUTUAL COVENANTS

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

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

3. Independent Contractors. TCC 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. TCC 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 is effective for the City of Troy's 2015/2016 fiscal year unless terminated under the provisions set forth in this Agreement.

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

WITNESSES:

CITY OF TROY

Dane Slater, Mayor

Aileen Dickson, City Clerk

WITNESSES:

TROY COMMUNITY COALITION

Nancy Morrison
Executive Director