



CITY COUNCIL ACTION REPORT

March 11, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Standard Purchasing Resolution 5: Approval to Amend Agreement – Avondale Youth Assistance

Background

- This item was previously presented and approved by Troy City Council on November 12, 2007. City Council Resolution #2007-11-324, Item F4-a. Since then it has been discovered the agreed upon amount was increased from \$2,210.00 to \$6,000.00.

Financial Considerations

- Funds for this program are budgeted in the Police Administration Contractual Services account #305.7802.104

Options

- City management is requesting approval to amend the agreement between the City and Avondale Youth Assistance to expend an additional \$3,790.00 to provide funding for the program at a total annual cost of \$6,000.00 for the 2007/2008 fiscal year.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TROY AND
AVONDALE YOUTH ASSISTANCE**

This is an Amendment to Agreement Between the City of Troy and Avondale Youth Assistance by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "CITY"), and the Avondale Youth Assistance, P.O. Box 214257, Auburn Hills, Michigan 48321, a Michigan non-profit organization, (hereinafter referred to as "AYA").

RECITALS

WHEREAS, on November 12, 2007, the CITY approved an Agreement with Avondale Youth Assistance which would provide problem-solving services for Troy youth and parents through individual, group, and family counseling in exchange for a monetary contribution from the City of Troy, and;

WHEREAS, that Agreement provided for funding for services in the amount of \$2,210.00 for the period of August 1, 2007 to July 31, 2008; and

WHEREAS, the actual amount negotiated and included in the budget for services from Avondale Youth Assistance for August 1, 2007 to July 31, 2008 was \$6,000.00;

NOW, THEREFORE, in consideration of meeting the needs of the youth of the CITY, and in consideration of the promises and mutual covenants hereinafter contained, the parties agree to amend the Agreement as follows:

- A. The paragraph entitled "TROY'S RESPONSIBILITIES" on page 3 of the previously approved Agreement is hereby amended to read as follows:

"TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to AYA \$6,000.00 which is the total amount for contract services rendered between August 1, 2007 and July 31, 2008. AYA acknowledges that \$2,210.00 has already been paid by the CITY. The remaining \$3,790.00 shall be paid by the CITY to AYA on or before April 1, 2008.

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

B. All other terms and conditions of the November 12, 2007 Agreement, which is attached hereto and incorporated herein, shall remain in full force and effect.

The Mayor and City Clerk and AYA Chairperson are authorized to execute this Amendment to the Agreement between the City of Troy and AYA.

WITNESSES:

CITY OF TROY

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

AVONDALE YOUTH ASSISTANCE

John Dalton, AYA Chairperson

F-4 Standard Purchasing Resolutions

a) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Avondale Youth Assistance

Resolution #2007-11-324-F-4a

Moved by Beltramini

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **GRANTS** approval to expend funds budgeted in the 2007/2008 fiscal year to the Avondale Youth Assistance to provide counseling and community services to prevent youth offender recidivism to the residents of Troy who reside in the Avondale School District at a cost of \$2,210.00, and **AUTHORIZES** the Mayor and City Clerk to execute the agreements, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

AGREEMENT BETWEEN THE CITY OF TROY AND AVONDALE YOUTH ASSISTANCE

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 Avondale Youth Assistance, P.O. Box 214257, Auburn Hills, Michigan 48321, , a Michigan non-profit organization, (hereinafter referred to as "AYA"),

RECITALS

WHEREAS, the CITY desires to provide for a problem-solving service for youth and parents through individual, group, and family counseling to enable those served to cope with problems adversely affecting the ability of the youth to make optimal use of their world, i.e. social adjustment, work adjustment; and to provide free, on-site and off-site service for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide youth residents of the City an opportunity to participate in the AYA program; and

WHEREAS, the general purpose of the AYA is to provide opportunities for mental, social and physical growth and development of youth; and

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

AYA RESPONSIBILITIES.

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

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at AYA shall be available to the youths of the community who are having difficulty in their personal and social adjustments. This person will work with youths, parents, schools and other community organizations, consistent with their professional training and licensing, in helping the youth grow towards a more satisfactory adjustment. The worker will act as a liaison for the youth, agencies, and family.

B. AYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.

C. AYA 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 AYA, and will be available for inspection by the CITY on request.

3. Location of Facility. AYA shall provide an office or treatment facility within a reasonable distance from the CITY. The CITY shall be notified immediately of any relocation or planned relocation of the facility.

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

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

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

5. Fiscal Requirements. AYA 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.

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

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

AYA 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, AYA will review with the CITY staff the programs funded by this Agreement to determine if there are

appropriate educational guidance and counseling activities which may be utilized by the youth.

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. AYA 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. AYA 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 AYA or its officers, directors, employees, agents or volunteers.

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

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to AYA an amount not to exceed \$ 2,210.00 for services performed under this Agreement. Payment is to be made in a lump sum in September of 2007.

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

MUTUAL COVENANTS

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

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

3. Independent Contractors. AYA 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. AYA 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 August 1, 2007 and shall terminate on July 31, 2008 unless terminated under the provisions set forth in this Agreement.

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

WITNESSES:

Jana Campbell
Kaura Campbell
Thorne Ranzinger
Yvonne Ranzinger

CITY OF TROY

Louise Schilling
Louise Schilling, Mayor
Tonni Bartholomew
Tonni Bartholomew, City Clerk

WITNESSES:

Colleen A. Seiv
Jany Pullens

AVONDALE YOUTH ASSISTANCE

John Dalton
John Dalton, AYA Chairperson