CITY COUNCIL ACTION REPORT

September 11, 2008

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 – Troy Youth Assistance

Background:

- Funding requirements were previously approved by City Council resolution #2007-09-270, resolution #2006-08-342, resolution #2005-10-459, resolution #2004-07-354, resolution #2003-10-529, resolution #2002-07-424, and resolution #2001-07-373.

Financial Considerations:

- The Police Department's Police Administration Contractual Services – Troy Youth Assistance account #305.7802.104 has been designated for the funding of this program.

Legal Considerations:

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

Policy Considerations:

- The Troy Youth Assistance will provide diversion programs and community services to the residents in the City of Troy. The services provided would otherwise be the responsibility of the City of Troy.

Options:

- The Police Department requests approval to continue to provide funding the TROY YOUTH ASSISTANCE in the amount of $33,950.00 for the 2008/2009 fiscal year.

AGREEMENT BETWEEN THE CITY OF TROY AND TROY 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 Troy Youth Assistance, 4420 Livernois, Troy, Michigan 48098, a Michigan non-profit organization, (hereinafter referred to as "TYA"),

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 TYA program; and

WHEREAS, the general purpose of the TYA 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:

TYA RESPONSIBILITIES.

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

A. A mental health worker, a licensed social worker, psychologist, or counselor, on staff at TYA 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. TYA shall also offer programs to resident youth which are designed to further the social and emotional needs of the youth.

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

3. Location of Facility. TYA shall provide an office or treatment 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. TYA shall provide a quarterly report which may be in the form of minutes from monthly TYA Board of Directors meetings to the CITY in October, January, April and July, including but not limited to the following information:

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

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

5. Fiscal Requirements. TYA 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.

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

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

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

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

TROY'S RESPONSIBILITIES

The CITY hereby agrees to pay to TYA an amount not to exceed $33,950.00 for services performed under this Agreement. Payments are to be made in four quarterly installments of $8,487.50 each during the months of September and November 2008 and February and May, 2009.

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

MUTUAL COVENANTS

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

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

3. Independent Contractors. TYA 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. TYA 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, 2008 and shall terminate on July 31, 2009 unless terminated under the provisions set forth in this Agreement.

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

WITNESSES: CITY OF TROY

_____ _____

Louise Schilling, Mayor

_____ _____

Tonni Bartholomew, City Clerk

WITNESSES: TROY YOUTH ASSISTANCE

_____ _____

Leonette Ciepielowski, Chairperson

_____