# CITY COUNCIL ACTION REPORT

June 17, 2009

TO: Honorable Mayor and City Council

FROM: John Szerlag, Acting City Manager
John M. Lamerato, Assistant City Manager/Finance and Administration
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Boys and Girls Club Funding Agreement 2009-2010

Background:

- The City and the Boys and Girls Club have had an agreement for many years whereby the City provides partial funding for a mental health worker/counselor and the Boys and Girls Club provides counseling services to Club members. There are benefits in continuing this partnership and the agreement for 2009-2010 is attached.
- The agreement states the City will pay the Boys and Girls Club $76,323.00 for services performed under the agreement.
- This funding is the same amount allocated in 2008-2009.
- All terms of the agreement remain the same as in previous years.

Financial Considerations:

- Funds for this expense are available in the Parks and Recreation Administration account 101.752.7802.105.

Legal Considerations:

- Legal considerations have been addressed through the agreement.

Policy Considerations:

- Services such as those offered as part of this agreement enhance the livability and safety of the community. (Goal 1)

Options:

- City management is requesting approval of the agreement and authorization to make payments to the Boys and Girls Club per terms of the agreement.

Approved as to Form and Legality: _____

Lori Grigg Bluhm, City Attorney

Prepared by: Carol K. Anderson

# AGREEMENT

This Agreement, by and between the City of Troy, 500 W. Big Beaver Rd., Troy, Michigan 48084 (hereinafter referred to as the CITY), and the Boys and Girls Club of Troy, a private, nonprofit organization, having a mailing address of 3670 John R, Troy, Michigan 48083 (hereinafter referred to as BOYS & GIRLS CLUB).

WHEREAS, the CITY desires to provide for a problem-solving service to 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 services for youth, especially those who cannot afford private services; and

WHEREAS, the CITY desires to provide to the youth residents of the CITY an opportunity to participate in the Community Service Program, i.e. the Juvenile Court ordered supervision of youth residents; and

WHEREAS, the general purpose of the BOYS & GIRLS CLUB is to provide opportunities for mental and physical growth and development of boys and girls.

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

BOYS & GIRLS CLUB RESPONSIBILITIES.

A. General Project Summary. A general description of the community services to be provided by the BOYS & GIRLS CLUB is as follows:

   1. Mental health worker, a licensed social worker, psychologist, or counselor, on staff at the BOYS & GIRLS CLUB of Troy shall be available to members of the club 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.

   2. BOYS & GIRLS CLUB will continue to provide service at the current level or greater.

B. Program Description. A detailed description of each program offered will be provided to the CITY, will be maintained on file at the BOYS & GIRLS CLUB, and will be available for inspection on request.

C. Location of Facilities. The BOYS & GIRLS CLUB shall provide the actual services described herein in facilities located at 3670 John R., Troy, MI 48083.

D. Mental Health Worker Responsibilities. The BOYS & GIRLS CLUB shall provide a mental health worker, whose responsibilities shall include counseling, and providing guidance to youths, families and groups; acting as a liaison with the schools, courts, and community agencies and the members involved; serving as a consultant; conducting in-service training for staff and volunteers, collaborates with community resources to improve special services and implement new programs designed to further the social and emotional needs of the youth; and any other duties necessary to carry out his/her responsibilities.

E. Records. For each person receiving individual, family, or group counseling, the BOYS & GIRLS CLUB shall maintain individual case records that document service delivery. Records of attendance must be maintained for all persons served. Applicable laws regarding confidentiality will be adhered to regarding all records. Records will be kept in accordance with the standard of the profession and law.

F. Service Documentation. The BOYS & GIRLS CLUB agrees to maintain program records, program statistical records, and to produce upon request program narrative and statistical data.

G. Fiscal Requirement. The BOYS & GIRLS CLUB shall install and maintain an accounting system to identify and support all expenditures billed under this agreement. The accounting system must record all income and expenses for the BOYS & GIRLS CLUB's total program of which services are provided under this agreement. The accounting system, as 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.

The BOYS & GIRLS CLUB 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 BOYS & GIRLS CLUB budget, total expenditures, and expenditures funded and claimed to other funding sources.

The BOYS & GIRLS CLUB shall submit to the CITY a copy of their annual certified audit for any fiscal year which falls within the twelve month period covered by this agreement.

The BOYS & GIRLS CLUB agrees to retain at its cost all books, records, or other documents relevant to this agreement for six years after final

payment; Federal or State auditors and any persons duly authorized by the CITY shall have full access to and the right to examine any of said materials during said period. If an audit is initiated prior to the expiration of the six year period, and extends past that period, all documents must be maintained until the audit is completed. The CITY will provide any findings and recommendations of audits, if any, to the BOYS & GIRLS CLUB. The CITY will adjust future payments or final payments if the findings of an audit indicate over or under payment in the period prior to the audit. If no further payments are due and owing against any sums paid under this agreement, the BOYS & GIRLS CLUB agrees to refund all amounts which may be due to the CITY. The BOYS & GIRLS CLUB agrees that as a condition of any sale or transfer of ownership of the BOYS & GIRLS CLUB, the new purchasers must agree to maintain the above-described books, records, or other documents for any unexpired portion of the six year period after final payment under this agreement, or the BOYS & GIRLS CLUB must otherwise maintain said records as the CITY may direct. The BOYS & GIRLS CLUB agrees that if it ceases business operations, the records will be maintained as the CITY may direct.

H. Review of Programs by the City. Upon request, the BOYS & GIRLS CLUB 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 CITY in its programs. Any joint effort must be mutually agreed upon by both parties.

In addition, the City shall receive a copy of the annual summary of the activities undertaken by the BOYS & GIRLS CLUB for its evaluation regarding the effectiveness of educational and counseling programs.

I. Insurance Coverage. The BOYS & GIRLS CLUB will provide and maintain public liability insurance in the amount of $2,000,000 General Liability and $1,000,000 Professional Liability as required by the CITY, to cover all claims which may arise out of the BOYS & GIRLS CLUB's operations under the terms of this agreement. Unemployment compensation, worker's compensation insurance shall be maintained in accordance with applicable Federal and State law and regulations. The BOYS & GIRLS CLUB agrees to provide the CITY with a certificate of insurance enumerating the above coverage. Cost of specific insurance such as malpractice will be a reimbursable expense.

J. Confidentiality. The use or disclosure of information concerning applicants for services or recipients of services, obtained in connection with the performance of this 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.

K. Subcontracts. The BOYS & GIRLS CLUB may not assign this agreement or enter into any subcontracts to this agreement with additional parties without obtaining prior written approval of the CITY, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this agreement. The BOYS & GIRLS CLUB shall be responsible for the performance of all assignees or subcontractors.

L. Liability. The BOYS & GIRLS CLUB 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 and legal expenses, which may arise from or be caused directly or indirectly by any act or omission of BOYS & GIRLS CLUB or their officers, directors, employees, agents, or volunteers.

M. Close out. When this agreement is concluded or terminated, the BOYS & GIRLS CLUB shall provide the CITY, within sixty days after the conclusion of termination, with all financial, performance and other reports required as a condition of the agreement. The BOYS & GIRLS CLUB shall immediately refund to the CITY any payments or funds advanced to the BOYS & GIRLS CLUB in excess of allowable reimbursable expenditures. The final payment by the CITY or refund by the BOYS & GIRLS CLUB may be subject to an audit.

N. Continuing Responsibilities. Termination, conclusion, or cancellation of this agreement shall not be construed so as to terminate the on-going responsibilities of the BOYS & GIRLS CLUB contained in paragraphs E (Records), G (Fiscal Requirement), I (Insurance Coverage), J (Confidentiality), L (Liability), and M (Close out), included in this agreement.

O. Publication- Approval and Copyright. The CITY shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this agreement. The BOYS & GIRLS CLUB shall not publish or distribute any of the results of the services provided nor any other printed or visual material funded by this agreement without prior written permission of the CITY.

P. Grievance System. The BOYS & GIRLS CLUB shall maintain a system of hearings under which applicants or recipients who are citizens of the CITY or an individual acting on behalf of an applicant or recipient may appeal denial, reduction or termination of a service, or the BOYS & GIRLS CLUB's failure to act upon a request for service with reasonable promptness. The BOYS & GIRLS CLUB shall advise recipients of this right on such forms and in such manner as has been customary, or as the CITY may direct.

CITY OF TROY'S RESPONSIBILITIES.

The CITY hereby agrees to pay to the BOYS & GIRLS CLUB an amount not to exceed $76,323.00 for services performed under this agreement. Payments are to be made in four quarterly installments, $19,080.75 each during the months of July and October 2009, and January and April 2010.

Obligations incurred by the BOYS & GIRLS CLUB prior to or after the period covered by this agreement shall be excluded.

MUTUAL COVENANTS

A. Cancellation of Agreement. If the CITY determines that the BOYS & GIRLS CLUB fails to comply with the conditions of this agreement, or to fulfill its responsibilities 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 policies, then the CITY reserves the right to cancel this agreement by giving sixty days written notice to the BOYS & GIRLS CLUB.

   The BOYS & GIRLS CLUB may terminate this agreement upon sixty days written notice to the CITY at any time prior to the completion of the agreement period if the CITY fails to comply with the conditions of this agreement.

   If there is a cancellation or termination, the CITY shall prorate the payments to cover all appropriate expenditures made prior to the date of termination. If at cancellation or termination, it is determined by the CITY that the CITY is entitled to reimbursement for any payments for which services were not rendered, the BOYS & GIRLS CLUB shall refund those payments within 30 days after the CITY notifies the BOYS & GIRLS CLUB of the overpayment.

B. Disputes. An aggrieved party shall notify the other party in writing of its intent to pursue a claim against the other party for breach of any term of this agreement. No suit may be commenced for breach of this agreement prior to the expiration of ninety days from the date of such notification. Within this ninety day period, the parties, at the request of the CITY, must meet with the CITY for the purpose of attempting to resolve the dispute.

C. Agreement Inclusiveness/Amendment. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to

bind any of the parties hereto. The BOYS & GIRLS CLUB agrees to amend the agreement when there is a substantial change in the law or in the financial position of the CITY, and if the CITY reasonably determines that an amendment is necessary. This shall be done only upon written request by the CITY and only after the proposed amendments are received by the BOYS & GIRLS CLUB. If the BOYS & GIRLS CLUB refuses to sign such amendment within fifteen days after receipt, this agreement shall immediately terminate. This agreement may otherwise be amended only with the written consent of all parties to the agreement.

D. Employees of the BOYS & GIRLS CLUB. Representatives and employees and volunteers of the BOYS & GIRLS CLUB shall not be deemed to be employees or agents of the CITY for any purpose because of their participation in this program.

E. Independent Contractors. In the performance of their respective duties and obligations under this agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible for its own conduct. This agreement is not a joint venture for the profit of either party.

F. Compliance with Laws. Each party shall be separately responsible for compliance with all Federal, State and City laws. Any violation of the law results in a material breach of the agreement.

G. Terms of Agreement. This agreement shall become effective as of July 1, 2009 and shall terminate on June 30, 2010 unless terminated under the provisions set forth in this agreement.

IN WITNESS WHEREOF, the CITY and the BOYS & GIRLS CLUB have caused this agreement to be executed by their respective authorized officers.

WITNESSES: CITY OF TROY

_____ BY: _____
Louise Schilling, Mayor

_____ BY: _____
Tonni Bartholomew, City Clerk

WITNESSES BOYS & GIRLS CLUB OF TROY

Sidney L Frank BY: Steve Toth
Steve Toth, Executive Director

Sidney L Frank BY: _____
Steve Kosuda, Board President