



CITY COUNCIL AGENDA ITEM

Date: September 22, 2010

To: John Szerlag, City Manager

From: Gary G. Mayer, Chief of Police 
Susan Leirstein, Purchasing Director

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

Background

Funding requirements were previously approved by City Council resolution # 2009-08-231-F-4b, resolution # 2008-09-305, resolution #2007-04-120, resolution #2006-09-356, resolution #2005-10-458, resolution #2004-07-354, resolution #2003-09-467, and resolution #2002-07-424.

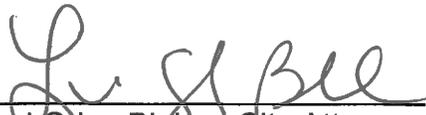
Recommendation

The Police Department requests approval to continue to provide funding the AVONDALE YOUTH ASSISTANCE in the amount of \$2,920.00 for the 2010/2011 fiscal year.

Fund Availability

The Police Department's Police Administration Contractual Services – Avondale Youth Assistance account has been designated for the funding of this program. As adopted by the City Council, the three-year budget plan does not fund this program after the 2010/2011 fiscal year. The Avondale Youth Assistance Chairperson has been advised of the future budget constraints.

City Attorney's Review as to Form and Legality


Lori Grigg Blum, City Attorney

9-23-2010
Date

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, 260 South Squirrel Road, Auburn Hills, Michigan 48326, , 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 \$ 2,920.00 for services performed under this Agreement. Payment is to be made in a lump sum in September of 2010.

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, 2010 and shall terminate on July 31, 2011 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:

CITY OF TROY

Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

WITNESSES:

AVONDALE YOUTH ASSISTANCE

John Dalton, AYA Chairperson