



CITY COUNCIL AGENDA ITEM

March 15, 2011

TO: John Szerlag, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
 Mark F. Miller, Acting Assistant City Manager/Economic Development Service
 Susan A. Leirstein, Purchasing Director
 Stuart J. Alderman, Superintendent of Recreation

SUBJECT: Agreement Extension – Troy Community Center Catering Services

Background

Since 2007, Catering Services at the Troy Community Center have been provided by Sankofa Housing (aka A&S Catering) of Detroit, Michigan as a result of a best value process at an 18% return on gross revenue, which expires March 31, 2011.

On February 24, 2011, proposals were received from prospective providers in a solicitation for a new preferred caterer, which will now include alcohol service. A&S Catering chose not to respond. However, in order to ensure a smooth transition to the new provider and no disruption of service for the patrons at the Community Center, A&S Catering has agreed to extend their current contract to provide catering services as needed during the transitional period under the same terms and conditions of the Agreement dated January 13, 2009.

Recommendation

City management recommends extending the current Agreement with Sankofa Housing (aka A&S Catering) to provide catering services at the Community Center during the transition to a new caterer.

Financial Considerations

The current agreement stipulates that Sankofa Housing (aka A&S Catering) shall pay the City 18% of the gross receipts for the use of the premises from all funds derived from catering services less Michigan sales tax.

APPROVED AS TO FORM AND LEGALITY:

Lori Grigg Bluhm, City Attorney

AGREEMENT EXTENSION

CATERING SERVICES AT THE TROY COMMUNITY CENTER

THIS AGREEMENT EXTENTION is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and SANKOFA HOUSING (aka A&S CATERING) of Detroit, Michigan, hereinafter referred to as PREFERRED CATERER.

The CITY and PREFERRED CATERER agree to extend the Agreement –to provide catering services at the Troy Community Center as needed, during the transitional period to a new catering service provider.

WITNESSETH:

The Agreement – for Catering Services - dated January 13, 2009, entered into between the CITY and the PREFERRED CATERER describe the terms and conditions of the Agreement and are incorporated as though fully set out herein.

Both parties hereby mutually agree to extend the entire contract to provide Catering Services at the Troy Community Center as described to allow for the transition to a new contract with another Caterer. The Preferred Caterer will be given 30-day written notice of termination of contract from the Purchasing Director after Troy City Council has approved a new Caterer.

IN WITNESS WHEREOF, the City and Preferred Caterer have executed this Agreement on this 15th day of March 2011.

WITNESSES:

Barb Pihaylie
Barb Pihaylie
Scott Merion

PREFERRED CATERER:

Karl Johnson
Karl Johnson
Vice President, A&S Catering

CITY OF TROY

BY: _____
Mayor Louise E. Schilling

John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____

Tonni Bartholomew, City Clerk

AGREEMENT

CATERING SERVICES AT THE TROY COMMUNITY CENTER

THIS AGREEMENT entered into on January 13, 2009, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and Sankofa Housing (aka A&S Catering), hereinafter referred to as the preferred Troy Community Center Caterer or Preferred Caterer.

WITNESSETH:

In consideration of the City naming Sankofa Housing (aka A&S Catering) as the Preferred Troy Community Center Caterer, the Preferred Caterer agrees as follows:

1. The Preferred Caterer named above shall pay the City 18% of the gross receipts for the use of the premises from all funds derived from catering services less Michigan sales tax.
2. All payments shall be received by the City of Troy within 14 days of the last day of the month.
3. The prices charged by the Preferred Caterer are subject to approval by the City and, once established, shall not be changed without approval of the Parks and Recreation Director or designee. Prices will be re-evaluated at the conclusion of each year of the Agreement.
4. The Preferred Caterer shall have no authority or power to assign, sublet, or transfer any rights, privileges, or interests without obtaining prior written permission from the City.

5. The Preferred Caterer or his agents or employees shall not sell or permit intoxicating liquors to be consumed by minors and shall be required to be in compliance with all State and Local liquor laws and requirements.

6. The Preferred Caterer will provide all necessary equipment, supplies, food, and personnel to staff and service events authorized through the Troy Community Center.

7. The kitchen is available for the Preferred Caterer

Monday through Friday	2-10:30pm
Saturday	8am-9pm
Sunday	9am-6pm

The closing time may be extended if the finish time of the event goes beyond regular business hours as noted above. The Preferred Caterer will need to contact the facility manager when it needs to access the facility for an event, to ensure appropriate space is available to stage food/beverages for the event. The kitchen and loading dock may be used for staging only when the Preferred Caterer or City has obtained the necessary license and certification as required by the Oakland County Health Department. Once obtained, the City may allow limited food preparation/cooking. Kitchen must be cleaned after each use including removal of trash, cleaning counters and mopping floors. Failure to return the kitchen to a clean condition as determined by the City will result in additional charges to the Preferred Caterer for cleaning (currently billed @\$15/man hour).

8. The Preferred Caterer will maintain the exterior and interior of the Hall / Banquet area in the same quality level as at the time of the award of this agreement. The Preferred Caterer must clean all food spills caused by the

catering staff. All food preparation and serving areas shall be in compliance with all City ordinances, state law, and applicable health standards. Other than tables and chairs, the Preferred Caterer will provide all set-ups of banquet areas unless other directives are provided in the specifications. The Preferred Caterer will be responsible for expenses associated with damages to the facility made by their staff either by negligence or accident.

9. Event dates are to be booked using Troy Community Center guidelines stated in the specifications. City staff, if deemed to be in the City's best interest, may update these provisions and procedures. Any changes to those procedures will be given to the Preferred Caterer in writing and will be on file in the office of the Community Center Facility Manager.

10. The Preferred Caterer agrees to remove all catering equipment (unless approved by the facility manager) and linen used, and clean tables, remove set-ups, food and trash within thirty- (30) minutes of the conclusion of the event.

11. The Preferred Caterer agrees to comply with all federal, state and local laws, rules and regulations, and ordinances and with all Oakland County Health Department regulations, and must obtain and keep current a Servsafe certification.

12. The Preferred Caterer will provide uniforms for its employees, and shall require the uniforms to be maintained in a clean and neat appearing manner. The City shall have the right to mandate that the Preferred Caterer permanently remove an employee from working at the Community Center for inappropriate behavior.

13. The Preferred Caterer shall carry liability insurance in the amount of \$1,000,000 for any actions, claims, liability or damages caused to others arising out of the operation and maintenance of premises including product liability and workmen's compensation, consistent with the sample form attached to the request for proposal documents. Furthermore, the Preferred Caterer agrees to hold the City harmless for any claims, actions, liabilities or damages arising out of the operation, maintenance, or management of the banquets.
14. All insurance policies must be approved as to form and amount by the City and copies of certificates of insurance furnished to the City. All policies, except workmen's compensation, must name the City as an additional insured.
15. Copies of all damage or accident reports submitted to insurance companies dealing with any damage or accident that may occur during an event, must also be sent to the City.
16. The Preferred Caterer shall not be in arrears for any amounts invoiced by the City.
17. The services of the Preferred Caterer are not exclusive. The City's event policy will allow customers to engage the services of other caterers, if requested, who have not been pre-qualified.
18. This agreement shall terminate on March 31, 2011, which may be extended for an additional two-year period based upon mutual consent of both parties within 90 days of agreement expiration. Either party upon provision of 90 days written notice may cancel the agreement without cause.

19. This Agreement incorporates by reference the Request for Proposal #06-59 documents and the Preferred Caterer's proposal as though fully set out herein. These documents constitute the entire Agreement and any changes thereto shall be in writing signed by both parties unless otherwise set out in the Agreement.

WITNESS:

1. *P. Johnson*
2. *A. DeSoo*

PREFERRED CATERER:

Karl Johnson
(Name)

Vice President
(Title)

CITY OF TROY:

By *Louise E. Schilling*
Louise E. Schilling, Mayor

Tonni Bartholomew
Tonni Bartholomew, City Clerk

Philip L. Nelson
Philip L. Nelson, City Manager or Designee

Resolution Number: 2009-01-025-F-4C

APPROVED AS TO FORM AND LEGALITY:

By *Lori Grigg Blum*
Lori Grigg Blum, City Attorney



CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

(Name of the Contractor/Vendor: Sankofa Housing (aka A&S Catering)
I agree to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

(Contract/Agreement: _____

Karl Johnson 01/13/2009
Contractor/Vendor representative signature/date

B. Johnson
Witness Karl Johnson
Vice President

Dwain Spivey 1/20/2009
City of Troy representative signature/date

Alice Harvill 1/20/2009
Witness