



CITY of NOVI CITY COUNCIL

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Agenda Item E
July 2, 2007

SUBJECT: Approval of the 2007/2008 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$45,797.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$45,797
AMOUNT BUDGETED	\$45,797 (\$38,797 General Funds, \$7,000 Community Development Block Grant)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	208-695.00.960.558

BACKGROUND INFORMATION:

The contract with the Oakland Livingston Human Service Agency (OLHSA) for the position of Senior Center Coordinator, Jan McAlpine, is a shared full time position with Oakland Livingston Human Services Agency and the City of Novi. OLHSA funds eight hours a week for a total of \$16,353 including benefits. The City of Novi funds the remaining \$45,797. The Community Development Block Grant (CDBG) monies of \$7,000 are included in the amount and have been approved as part of the CDBG grant. Responsibilities of the position include social services, information and referral services and the coordination of the community food program and volunteers.

Our current contract expires June 30, 2007. The new contract begins July 1, 2007 and ends June 30, 2008. Staff recommends approval of the 2007/2008 Oakland Livingston Human Service Agency contract.

RECOMMENDED ACTION

Approval of the 2007/2008 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$45,797.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

CONTRACT NO: HS OAS 08-003

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE CONTRACT

BETWEEN

THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

AND

CITY OF NOVI

CONTRACT DURATION:

Beginning Date: July 1, 2007

Ending Date: June 30, 2008

This contract shall be effective for 1 year from the beginning date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: <u>2007</u>	CDBG Dollar Amount of Contract: \$ 7,000
	Other Non-Federal Funds: \$38,797

Total CDBG Dollar Amount of Contract:	<u>\$7,000</u>	
Total Amount of Contract including all funds:		\$45,797

SECTION I. AGREEMENT

This contract is made this day, July 1, 2007, between the Oakland Livingston Human Service Agency, hereinafter designated as the "Service Agency", having its principal office at 196 Cesar E. Chavez Avenue, P.O. Box 430598, City of Pontiac, State of Michigan, 48343-0598 and the City of Novi, Department of Parks and Recreation, hereinafter designated as the "Municipality", having its principal office at 45175 West Ten Mile Road, City of Novi, State of Michigan 48375.

SECTION II. PURPOSE

The purpose of this Agreement is to provide funds from the Municipality to the Service Agency for the provision of 32 hours per week to the position of Novi Senior Center Coordinator. As the officially designated human service agency by the Oakland County Board of Commissioners and responsible for planning, coordinating, and operating programs for the elderly, the Service Agency agrees to do the following:

- A. Provide staff supervision, training, support services and advocacy for senior issues.

- B. Submit a statement of salary and ancillary expenses each quarter to the City of Novi Parks and Recreation Department.
- C. Employ the Senior Center Coordinator at 40 hours per week during the course of this Agreement.
- D. All services will be billed at actual cost. The units of measurement will be hours of service as shown in the budget. (See Attachment A.)
- E. Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal-Improve Quality of Life; Objective- Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome – Improved Availability/Accessibility.

SECTION III THE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.

H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

SECTION IV. THE MUNICIPALITY'S RESPONSIBILITIES

The City of Novi shall do the following:

- A. In consideration for service rendered by the Service Agency, pay a total sum not to exceed Forty-five Thousand Two Seven Hundred and Ninety-seven Dollars (\$45,797) which includes the CDBG program year funded amount of Seven Thousand Dollars (\$7,000) and other non-federal funds of Thirty-eight Thousand Seven Hundred and Ninety-seven Dollars (\$38,797).
- B. Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency.
- C. Provide and pass all pertinent information and correspondence relating to this Agreement to the Agency's Accounting Department.

SECTION V. COMPLIANCE

The Agency shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

SECTION VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

SECTION VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit

Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

SECTION VIII. GENERAL PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.

- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Designation of Representatives: The Service Agency designates its Associate Director for Older Adult Services, Marie Verheyen, as its representative to convey complaints and grievances pertaining to the execution of this contract. The Municipality designates its Senior Services Manager, Rachel Zagaroli, its representative for same. The Municipality's representative may be reached at (248) 347-0403. The Service Agency's representative may be reached at (248) 209-2671.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: Oakland Livingston Human Service Agency

Name: City of Novi

Representative Name: Chief Executive Office

Representative Name: Mayor

Phone #: (248) 209-2600

Phone #: (248) 347-0456

Email Address: ronb@olhsa.org

Email Address: DLandry@cityofnovi.org

Address: 196 Cesar E. Chavez Ave. Pontiac, MI 48342

Address: 45175 West Ten Mile, Novi, MI 48375

SECTION X. ATTACHMENT

The following attachment is incorporated by reference and becomes a part of this contract.

- A. Total Project Budget
- B. Novi Portion of Budget

XI. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

AGENCY Tax # 38-178-5665

MUNICIPALITY Tax # 38-6032551

Name: Oakland Livingston Human Service Agency

Name: City of Novi

Officer Name: Ronald B. Borngesser

Officer Name: David Landry

Officer Title: Chief Executive Officer

Officer Title: Mayor

Signature: *Ronald B. Borngesser*

Signature:

Witnessed: *[Signature]*

Witnessed:

Date: 7/1/07

Date:

ATTACHMENT A

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

COMMUNITY DEVELOPMENT BLOCK GRANT

	Total	Novi	OLHSA
Salary:	\$30,453	\$24,362	\$ 6,091
SIP	\$ 2,301	\$ 1,841	\$ 460
Fringe:	<u>\$18,342</u>	<u>\$14,674</u>	<u>\$ 3,668</u>
Total:	\$51,096	\$40,877	\$10,219
Staff Support:	\$ 7,924	\$ 3,170	\$ 4,754
Training Conference	1,000	\$ 1,000	0
Liability Insurance	350	\$ 350	0
Computer Support	1,380	\$ 0	\$ 1,380
Supplies	100	\$ 100	0
Audit	100	\$ 100	0
Travel:	<u>200</u>	<u>\$ 200</u>	<u>0</u>
Total	\$11,054	\$ 4,920	\$ 6,134
Total Cost:	\$62,150	\$45,797	\$16,353

ATTACHMENT B

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

COMMUNITY DEVELOPMENT BLOCK GRANT

BUDGET

Salary: 32 hours per week x 14.59 per hour x 46 weeks = 32 hours per week x 15.03 per hour x 6 weeks =	\$24,362
SIP	\$ 1,841
Total Fringes: 56% of \$26,203	\$14,674
Staff Support 2 hours a week	\$ 3,170
Training Conference (funding carry over from last year)	\$ 1,000
Liability Insurance	\$ 350
Supplies	\$ 100
Audit/Legal	\$ 100
Travel	<u>\$ 200</u>
Total Budget	\$45,797

The City of Novi Parks and Recreation Department for the times and purposes described in the contract will provide the total sum of \$45,797.00.