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**CITY of NOVI CITY COUNCIL**

**Agenda Item G**  
**July 7, 2008**

**SUBJECT: Approval of the 2008/2009 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$47,336.**

**SUBMITTING DEPARTMENT:** Parks, Recreation & Forestry

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$47,336</b>
<b>AMOUNT BUDGETED</b>	<b>\$47,336 (Parks, Recreation &amp; Forestry Fund)</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>208-695-00-960-558</b>

**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 the Oakland Livingston Human Services Agency and the City of Novi. OLHSA funds eight hours a week for a total of \$17,294 including benefits. The City of Novi funds the remaining \$47,336. 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, 2008. The new contract begins July 1, 2008 and ends June 30, 2009. Staff recommends approval of the 2008/2009 Oakland Livingston Human Service Agency contract.

**RECOMMENDED ACTION: Approval of the 2008/2009 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$47,336.**

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Capello</b>				
<b>Council Member Crawford</b>				
<b>Council Member Gatt</b>				

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

AGREEMENT BETWEEN

THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

AND

CITY OF NOVI

**CONTRACT DURATION:**

Beginning Date: July 1, 2008

Ending Date: June 30, 2009

This contract shall be effective for 1 year from the beginning date or when funding has been expended, whichever comes first.

SECTION I. AGREEMENT

This contract is made this day, July 1, 2008, 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.)

### 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.
- B) Provide the Municipality invoices for services rendered based on actual costs.
- C) Submit payment requests that include required supporting documentation monthly or quarterly.
- D) Provide management and personnel to adequately perform the services prescribed by this agreement.
- E) 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.
- F) 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.
- G) 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-seven Thousand Three Hundred and Thirty-Six Dollars (\$47,336).
- 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: This Agreement may be terminated by the Agency or the Municipality for just cause. Either party shall give written notice to the other party 30 days in advance of its intent to terminate with explanation.
- 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.

- E) Indemnification: The Agency shall indemnify, defend and hold harmless the Municipality against any and all expense and liability of any kind which the Municipality shall sustain, incur or be required to pay arising out of this Agreement provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the tortuous acts or omissions of the Municipality, its officers or employees.
  
- F) Confidentiality: The use or disclosure of information by the Municipality concerning services, applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to purposes directly connected with the administration of the services provided under this Agreement. Such information shall not be used for any other purpose unless the Agency's prior written approval is obtained.
  
- G) Disputes: The Municipality shall notify the Agency in writing of its intent to pursue a claim against the Agency for breach of any terms of this Agreement prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Municipality, at the request of the Agency, must meet with an appointed representative of the Agency for the purpose of attempting to resolve the dispute. The Agency shall be given the opportunity to cure or remedy any breach within such sixty day period.
  
- H) Notice: When under this Agreement 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 addresses stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required hereunder.

<u>SERVICE AGENCY</u>	<u>MUNICIPALITY</u>
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

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Address: 196 Cesar E. Chavez Ave. Pontiac, MI 48342      Address: 45175 West Ten Mile, Novi, MI 48375

- D) 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.

SECTION IX. ATTACHMENT

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

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

X. 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

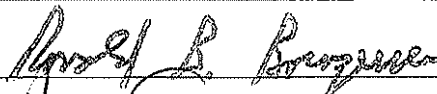
Officer Name: Ronald B. Borngesser

Officer Name: David Landry

Officer Title: Chief Executive Officer

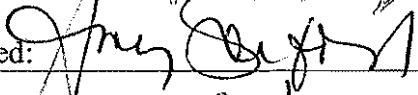
Officer Title: Mayor

Signature:



Signature:

Witnessed:



Witnessed:

Date:

6/13/08

Date:

## ATTACHMENT A

## OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

## CITY OF NOVI

	Total	Novi	OLHSA
Salary:	\$31,370	\$25,096	\$ 6,274
SIP	\$ 2,353	\$ 1,882	\$ 471
Fringe:	<u>\$18,885</u>	<u>\$15,108</u>	<u>\$ 3,777</u>
Total:	\$52,608	\$42,086	\$10,522
Staff Support:	\$ 8,892	\$ 3,500	\$ 5,392
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	\$12,022	\$ 5,250	\$ 6,772
Total Cost:	\$64,630	\$47,336	\$17,294

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

BUDGET

Salary: 32 hours per week x 15.03 per hour x 46 weeks = 32 hours per week x 15.48 per hour x 6 weeks =	\$25,096
SIP	\$ 1,882
Total Fringes: 56% of \$26,978	\$15,108
Staff Support approx. 2 hours a week	\$ 3,500
Training Conference	\$ 1,000
Liability Insurance	\$ 350
Supplies	\$ 100
Audit/Legal	\$ 100
Travel	<u>\$ 200</u>
Total Budget	\$47,336

The City of Novi Parks and Recreation Department for the times and purposes described in the contract will provide the total sum of \$47,336.00.