

CITY of NOVI CITY COUNCIL

**Agenda Item J
July 12, 2010**

SUBJECT: Approval of the 2010/2011 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$49,901.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL: 

| | |
|-------------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$49,901 |
| AMOUNT BUDGETED | \$49,901 |
| APPROPRIATION REQUIRED | N/A |
| LINE ITEM NUMBER | 208-695.00-960.558 |

BACKGROUND INFORMATION:

The partnership with the City of Novi and Oakland Livingston Human Service Agency (OLHSA) enables a shared full time position to provide Social Services for the residents of Novi. Responsibilities of the Senior Center Coordinator position include social services, information and referral services, volunteer services and the coordination of the community food program.

OLHSA funds eight hours a week for a total of \$18,135 including benefits. The City of Novi funds the remaining \$49,901 which is budgeted for 2010/2011. The contract is for FY 10/11.

RECOMMENDED ACTION: Approval of the 2010/2011 Oakland Livingston Human Service Agency (OLHSA) contract for the Senior Center Coordinator position in the amount of \$49,901.

| | 1 | 2 | Y | N |
|--------------------------------|----------|----------|----------|----------|
| Mayor Landry | | | | |
| Mayor Pro Tem Gatt | | | | |
| Council Member Crawford | | | | |
| Council Member Fischer | | | | |

| | 1 | 2 | Y | N |
|--------------------------------|----------|----------|----------|----------|
| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |

June 14, 2010



Oakland Livingston Human Service Agency
A Community Action Agency Since 1964
Helping people. Changing lives.
"Equal Opportunity Employer/Program"

Rachel Zagaroli,
Senior Services Manager
City of Novi
25075 Meadowbrook Rd.
Novi, MI 48375

Ronald B. Borngesser
Chief Executive Officer

North Oakland

196 Cesar E. Chavez Avenue
P.O. Box 430598
Pontiac, Michigan
48343-0598
t 248/209.2600
f 248/209.2645
e info@olhsa.org

RE: Senior Coordinator Contract

Dear Ms. Zagaroli:

Enclosed are two signed copies of contract agreement number HS OAS 11-001 that will start July 1, 2010 and end June 30, 2011 for a fulltime senior center coordinator in the amount of \$49, 901 as was agreed to in January 2010.

South Oakland

315 East Nine Mile Road
Ferndale, Michigan
48220-1719
t 248/542-5860
f 248/542-5897

OLHSA is transitioning to cost pools to more fairly distribute the costs of operating the agency between the various funding sources. Since the cost pool system was created after we agreed to the funding level for this contract, we have reduced the staff support line item for this contract to cover the costs of the human resources cost pool. The human resources cost pool has been added to the budgets in attachments A and B.

Livingston County

2300 E. Grand River
Suite 107
Howell, Michigan
48843-7574
t 517/546.8500
f 517/546.3057
e livingston@olhsa.org

The staff support for two hours a week and the appropriate cost pools will be added to next year's budget that will be provided to you in January 2011 for your planning purposes. We look forward to continuing to work with you to provide quality services for older adults living in the City of Novi.

Please have Mayor Landry sign both copies of the agreement and return one copy to our Executive Office at P.O. Box 430598, Pontiac, Michigan 48343-0598. If you have any questions about the senior center program or cost pools, please contact Marie Verheyen at (248) 209-2671 or at mariev@olhsa.org. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Ronald B. Borngesser".

Ronald B. Borngesser
Chief Executive Officer

RBB/mv

Enclosure

novi\novi2010contractletter

CONTRACT NO: HS OAS 11-001

AGREEMENT BETWEEN

THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

AND

CITY OF NOVI

CONTRACT DURATION:

Beginning Date: July 1, 2010

Ending Date: June 30, 2011

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, 2010, 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-nine Thousand Nine Hundred and One Dollars (\$49,901).
- 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.

SERVICE AGENCY

Name: Oakland Livingston Human Service Agency

Representative Name: Chief Executive Office

Phone #: (248) 209-2600

Email Address: ronb@olhsa.org

MUNICIPALITY

Name: City of Novi

Representative Name: Mayor

Phone #: (248) 347-0456

Email Address: DLandry@cityofnovi.org

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

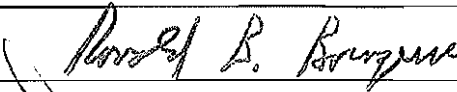
Officer Name: Ronald B. Borngesser

Officer Name: David Landry

Officer Title: Chief Executive Officer

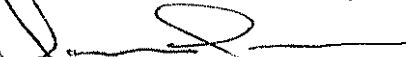
Officer Title: Mayor

Signature:



Signature:

Witnessed:



Witnessed:

Date:

6.14.10

Date:

ATTACHMENT A

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

| | Total | Novi | OLHSA |
|---------------------|-----------------|-----------------|-----------------|
| Salary: | \$32,623 | \$26,098 | \$ 6,525 |
| SIP | \$ 2,447 | \$ 1,958 | \$ 489 |
| Fringe: | <u>\$21,744</u> | <u>\$17,395</u> | <u>\$ 4,349</u> |
| Total: | \$56,814 | \$45,451 | \$11,363 |
| Staff Support: | \$ 7,293 | \$ 1,901 | \$ 5,392 |
| HR Cost Pool | \$ 1,599 | \$ 1,599 | 0 |
| Training | 200 | \$ 200 | 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 | \$11,222 | \$ 4,450 | \$ 6,772 |
| Total Cost: | \$68,036 | \$49,901 | \$18,135 |

ATTACHMENT B

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

BUDGET

| | |
|--|---------------|
| Salary: 32 hours per week x 15.63 per hour x 46 weeks = | |
| 32 hours per week x 16.10 per hour x 6 weeks = | \$26,098 |
| SIP | \$ 1,958 |
| Total Fringes: 62% of \$28,056 | \$17,395 |
| Staff Support: | \$ 1,901 |
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| Training | \$ 200 |
| Liability Insurance | \$ 350 |
| Supplies | \$ 100 |
| Audit/Legal | \$ 100 |
| Travel | <u>\$ 200</u> |
| Total Budget | \$49,901 |

The City of Novi Parks and Recreation Department for the times and purposes described in the contract will provide the total sum of \$49,901.00.

CONTRACT NO: HS OAS 11-001

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SERVICE AGENCY

Name: Oakland Livingston Human Service Agency

MUNICIPALITY

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

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MUNICIPALITY Tax # 38-6032551

Name: Oakland Livingston Human Service Agency

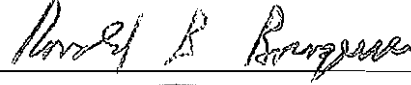
Name: City of Novi

Officer Name: Ronald B. Borngesser

Officer Name: David Landry

Officer Title: Chief Executive Officer

Officer Title: Mayor

Signature: 

Signature: _____

Witnessed: 

Witnessed: _____

Date: 6-14-10

Date: _____

ATTACHMENT A

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

| | Total | Novi | OLHSA |
|---------------------|-----------------|-----------------|-----------------|
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| HR Cost Pool | \$ 1,599 | \$ 1,599 | 0 |
| Training | 200 | \$ 200 | 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> |
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| Total Cost: | \$68,036 | \$49,901 | \$18,135 |

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY

CITY OF NOVI

BUDGET

| | |
|--|----------|
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| Liability Insurance | \$ 350 |
| Supplies | \$ 100 |
| Audit/Legal | \$ 100 |
| Travel | \$ 200 |
| Total Budget | \$49,901 |

The City of Novi Parks and Recreation Department for the times and purposes described in the contract will provide the total sum of \$49,901.00.