

One rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 12-06-16

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 298

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 **AUTHORIZING** the City Manager, or his designee, to enter into a Family Self
2 Sufficiency Program Contract between the City of Springfield,
3 Missouri, and the Housing Authority of Springfield; authorizing the
4 execution of documents and the taking of actions consistent
5 therewith; and amending the budget provided for the Department of
6 Workforce Development for the Fiscal Year 2016-2017, in the
7 amount of \$26,000.
8
9

10 WHEREAS, the Housing Authority of Springfield operates a Family Self
11 Sufficiency Program and is seeking to contract for a Family Sufficiency Coordinator; and
12

13 WHEREAS, the Department of Workforce Development of the City of Springfield,
14 Missouri has the experience and expertise required to fill the position from operating
15 similar programs; and
16

17 WHEREAS, the City wishes to collaborate with the Springfield Housing Authority
18 by providing staffing to fulfill the functions of a Family Self Sufficiency Coordinator in
19 accordance with the terms contained in the Agreement, attached to this Ordinance as
20 "Exhibit 1," which is incorporated herein by reference; and
21

22 WHEREAS, an amendment to the budget for the Department of Workforce
23 Development for Fiscal Year 2016-2017 has been approved and recommended by the
24 City Manager.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 SPRINGFIELD, MISSOURI, as follows, that:
28

29 Section 1 – The City Manager, or his designee, is hereby authorized to execute
30 an Agreement with the Housing Authority of Springfield, said agreement to be
31 substantially in the form and content as that document attached hereto and incorporated
32 herein by reference as "Exhibit 1."
33

34 Section 2 – The City Manager, City Clerk, and other appropriate officers of the
35 City are hereby authorized and directed to execute, attest, acknowledge, and deliver for
36 and on behalf of, and as the act and deed of the City, the Agreement and such other
37 documents, certificates, and instruments as may be necessary or desirable to carry out
38 and comply with the intent of this Ordinance.
39

40 Section 3 – The officers, agents, and employees of the City, including the City
41 Manager and City Clerk shall be, and they hereby are, authorized and directed to
42 execute all documents and take such actions as they may deem necessary or advisable
43 in order to carry out and perform the purposes of this Ordinance, and to carry out,
44 comply with, and perform the duties of the City with respect to the Agreement, to make
45 alterations, changes, or additions thereto, and any other agreements, statements,
46 instruments, and other documents herein approved, authorized, and confirmed which
47 they may approve, and the execution of such documents or taking of such action shall
48 be conclusive evidence of such necessity or advisability.
49

50 Section 4 – The budget for Fiscal Year 2016-2017 of the Department of
51 Workforce Development is hereby amended in the accounts and in the amounts as
52 shown on Budget Adjustment No. 0024, a copy of which is attached hereto and
53 incorporated herein by reference as “Exhibit 2.”
54

55 Section 5 – City Council hereby finds that Budget Adjustment No. 0024 has been
56 recommended by the City Manager.
57

58 Section 6 – The City Manager is directed to cause the appropriate accounting
59 entries to be made in the books and records of the City.
60

61 Section 7 – The sections of this Ordinance shall be severable. In the event
62 any section of this Ordinance is found by a court of competent jurisdiction to be invalid,
63 the remaining sections of this Ordinance shall be deemed valid, unless the court finds
64 the valid sections of this Ordinance are so essentially and inseparably connected with,
65 and so dependent upon the void sections, that it cannot be presumed that City Council
66 would have enacted the valid sections without those deemed invalid; or unless the court
67 finds that the valid sections, standing alone, are incomplete and are incapable of being
68 executed in accordance with the legislative intent.
69

70 Section 8 – This Ordinance shall be in full force and effect from and after
71 passage.
72

73 Passed at meeting: _____
74

75 _____
76 Mayor
77

78 Attest: _____, City Clerk
79

80

81 Filed as Ordinance: _____

82

83

84 Approved as to form: Achala T. Wicker, Assistant City Attorney

85

86

87 Approved for Council Action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-298

FILED: 12-06-16

ORIGINATING DEPARTMENT: Workforce Development

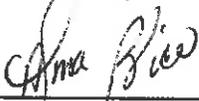
PURPOSE: To authorize the City Manager, or his designee, to accept and execute a \$26,000 Family Self Sufficiency Program Contract with the Housing Authority of Springfield for the purpose of providing City staffing to fulfill the functions of a Family Self Sufficiency Coordinator for the Family Self Sufficiency Program; and amending the budget for the Department of Workforce Development for Fiscal Year 2016-2017.

BACKGROUND INFORMATION: The Housing Authority of Springfield currently operates a Family Self Sufficiency Program and is seeking to contract for a Family Self Sufficiency Coordinator to carry out functions of the position. The City's Workforce Development Department has experience and expertise operating similar programs and providing direct services to individuals served by the program and desires to collaborate with the Housing Authority of Springfield to expand customer services.

The Family Self Sufficiency Coordinator, provided under contract with the City, will have responsibility for coordinating selection and processing of participants; conducting participant assessments to identify potential barriers and needs; monitoring participant progress; coordinating with other agencies providing resources to the initiative; conducting outreach and marketing for participant recruitment; matching service providers with participant needs; file documentation and maintenance; preparation of reports; and compliance monitoring.

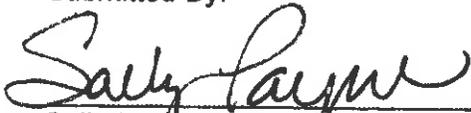
General supervision of this position will be provided by the Housing Authority of Springfield while the employer of record shall be the City of Springfield Workforce Development Department. The Coordinator shall work no more than 20 hours per week at the Housing Authority of Springfield or as assigned.

Prepared By:



Alma Price, Admin. Asst. to the Director

Submitted By:



Sally Payne, Assistant Director
Workforce Development Department

Approved By:



Greg Burris, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() NEW CONTRACT		() RENEWAL OF CONTRACT NO. _____	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802		Name: Housing Authority of Springfield	
		Address: 421 W. Madison, Springfield, MO 65806	
Attention: Cindi Koenneker		Attention: Katrena M. Wolfram	
Department: Workforce Development		Phone: 417-447-4557	Fax: 417-862-4263
Phone: 417-841-3360	Fax:		

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the parties identified above.

WITNESSETH:

THAT, WHEREAS, the Housing Authority of Springfield ("HAS") desires to engage the City of Springfield ("City") to render certain services hereafter described in connection with a project more particularly described in *Exhibit A*, attached hereto and incorporated by reference as if fully set out herein; and

WHEREAS, the City is agreeable, for the consideration and upon the terms and conditions set out herein, to provide said services.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the City and HAS as follows:

1. **Services.** HAS agrees to engage the services of the City, and the City agrees to perform the services hereinafter set forth in *Exhibit A*.
2. **Addition to Services.** HAS and the City may mutually agree to add activities of a similar nature to the services set forth in *Exhibit A* or to delete services therefrom. All such additions or deletions shall be in writing and executed as amendments to this Agreement.
3. **Exchange of Data.** All information, data, and reports in HAS's possession and necessary for the carrying out of the work, shall be furnished to the City without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
4. **Personnel.** The City shall secure personnel required to perform the services called for under this Agreement. The City may subcontract a portion or all of the services to be provided.
5. **Term.** The services of the City shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall continue for one year from the execution date. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis under the same conditions and terms, unless the Agreement is otherwise terminated as hereinafter set forth.

6. **Payment.** HAS agrees to pay the City a total of \$26,000 annually in return for the City's provision of the services described in *Exhibit A*. This annual amount shall be divided into monthly payments of \$2,166.66 for the first eleven months of the Agreement and a payment of \$2166.74 the twelfth month of the Agreement. Both parties acknowledge this Agreement is dependent on HUD funding. In the event HUD funding for this project changes, the total amount paid for this Agreement may change. Any such change in the amount paid shall be set out in a written addendum to this Agreement and must be signed by both parties.

7. **Termination of Agreement.** Either party shall have the right at anytime by written notice to terminate and cancel this Agreement, without cause, upon 90 days' notice. Such notice shall specify the date of termination. The parties may mutually agree to waive the 90 days' notice requirement. In the event of termination, the City shall be paid for all services it has provided up to the date of termination.

8. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated.

9. **Confidentiality of Documents.** Except as otherwise required by law, any reports, data, design or similar information given to or prepared or assembled by the parties under this Agreement which either party requests to be kept as confidential shall not be made available to any individual or organization by either party without prior written approval of the other party.

10. **Discrimination.** The parties agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of the parties or applicant for employment and a similar provision in all subcontracts let or awarded hereunder shall be included. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **The parties shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

b. **The parties shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

11. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the parties. The City will retain sole and absolute discretion in the judgment of the manner and means of carrying out the City's activities and responsibilities hereunder. This Agreement shall not be construed as creating any joint employment relationship between HAS and the City, and the City will not be liable for any obligation incurred by HAS.

12. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and HAS at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

13. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

14. **Entire Agreement.** This Agreement contains the entire Agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

HOUSING AUTHORITY OF SPRINGFIELD

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his designee

EXHIBIT A
Scope of Services:

The City shall provide staffing to fulfill the functions of a "Family Self Sufficiency Coordinator" for the Family Self-Sufficiency ("FSS") Program. Said functions shall not exceed more than 20 hours per week for a designated Family Self Sufficiency Coordinator, and shall include:

- Contact current FSS Participants to update status of their progress and needs.
- Coordinate Task Force with other agencies. Include those agencies that could provide resources to help participants reach their goals. Schedule meetings with Program Coordinating Committee ("PCC") task force members to gather and follow up on service resources.
- Do outreach and marketing to recruit FSS participants.
- Coordinate selection and processing participants with Section 8 Coordinators.
- Assist participants with pre-enrollment for the Family Self Sufficiency Program.
- Perform needs assessment of participants and determine updated status and verification of applicants' files. Assess each family member. Determine goals and possible barriers to participants becoming self sufficient. Determine services needed by the family. Update computer information.
- Match service providers with participants' needs. Implement a participant action plan and meet at least monthly with participants as participants proceed with their personal action plan. Determine if participants are complying with their personal action plan.
- Monitor progress of participants with counseling and support during the entire period of the FSS contract. Provide monthly reports for participants' file and computer update.
- Monitor FSS participants with regard to compliance of Section 8 Program rules and regulations.
- Monitor reporting of income and family composition status. Also monitor any escrow calculations that might be affected. Monitor reporting of escrow status and computer updating.
- Keep participants file updated with progress reports of failures and all necessary changes, including termination, if necessary.
- Prepare HUD reports and renewal applications as required.
- Become familiar with the Section 8 Program to have a better understanding of the FSS Program. As time allows over and above the duties of FSS case management, assist with other social needs of residents.
- Perform other duties as assigned.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

BA Number 0024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	414110	TBD	00000	26,000.00	REIMBURSEMENT REVENUE FOR CITY SERVICES
Net Revenue Adjustment						26,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	500110	TBD	00000	16,296.76	BASE SALARIES
24370	21	28210	500210	TBD	00000	4,004.00	LAGGERS GENERAL EMPLOYEE CONTRIBUTION
24370	21	28210	500250	TBD	00000	1,989.00	FICA CONTRIBUTION
24370	21	28210	500260	TBD	00000	3,627.04	HEALTH INS CONTRIBUTION
24370	21	28210	500280	TBD	00000	83.20	WORKMENS COMP CONTRIBUTION
Net Expenditure Adjustment						26,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation:

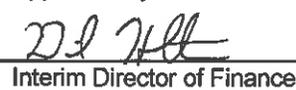
To appropriate funds from the Housing Authority of Springfield for services provided by the City

Requested By:


Department Head

12/6/16
Date

Approved By:


Interim Director of Finance

12-6-16
Date

City Manager

Date

Authorization:

Council Bill No. 2016-298
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____