

Introduced by _____ Council Bill No. R 33-14

A RESOLUTION

authorizing and ratifying agreements with Unitarian Universalist Church of Columbia and Columbia Interfaith Resource Center for emergency shelter services for unsheltered homeless persons; transferring funds.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Unitarian Universalist Church of Columbia for emergency shelter services for unsheltered homeless persons for the period of December 1, 2013 through December 31, 2013. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. The City Manager is hereby authorized to execute an agreement with Columbia Interfaith Resource Center for emergency shelter services for unsheltered homeless persons for the period of December 1, 2013 through April 30, 2014. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 3. At the request of the City Manager, the City Council hereby transfers \$5,000.00 from the General Fund Contingency Account No. 110-8500-590.59-87 to General Fund Social Services Miscellaneous Contractual Account No. 110-4410-542.49-90 EHMLES.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and Unitarian Universalist Church of Columbia, hereinafter called "Provider";

WITNESSETH:

WHEREAS, City desires to reimburse the Provider for allowable expenses related to the provision of emergency shelter for unsheltered homeless persons.

NOW, THEREFORE, it is hereby agreed by and between City and Provider as follows:

I.

Provider agrees to furnish and City agrees to reimburse for expenses incurred in providing:

Emergency shelter for unsheltered homeless persons otherwise living on the streets of Columbia.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of the City of Columbia.

Provider certifies that expenditures are essential to the provision of the services as described in Paragraph I.

III.

Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the City any funds expended in violation of City, State or Federal law or in violation of this Agreement.

IV.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

V.

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City of Columbia harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement. It is the responsibility of the Provider to identify and maintain insurance coverage which shall meet the Provider's obligation to indemnify the City as set out above.

VI.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).

In addition to, and not in substitution for, other provisions of this agreement regarding the provision of services and employment practices, the Provider:

- a. represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
- b. agrees that, in connection with the provision of services and employment practices:
 1. it will not discriminate against any employee or applicant for employment on the basis of religion and will not employ or give preference in employment to persons on the basis of religion;
 2. it will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 3. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services under this agreement.

VII.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

VIII.

City agrees to reimburse Provider a sum not to exceed \$5,000.00 for the following allowable expenses related to the provision of emergency shelter:

- a) transportation costs
- b) personnel costs
- c) materials and supplies

Provider will submit to the City an itemized invoice outlining the expenses for which Provider seeks reimbursement. Upon receipt of an acceptable invoice, at its discretion City will reimburse Provider for allowable expenses.

IX.

This Agreement shall be valid for the period of December 1, 2013 and ending on December 31, 2013; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

X.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XI.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XII.

RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

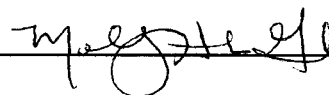
CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

110-4410-542.49-90 (# 1156.57)



John Blattel, Director of Finance

PROVIDER: _____
By:  2-20-14
Date

ATTEST:  2/20/14
Date

AGREEMENT

THIS AGREEMENT entered into this 6th day of February, 2014, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and Columbia Interfaith Resource Center, hereinafter called "Provider";

WITNESSETH:

WHEREAS, City desires to reimburse the Provider for allowable expenses related to the provision of emergency shelter for unsheltered homeless persons.

NOW, THEREFORE, it is hereby agreed by and between City and Provider as follows:

I.

Provider agrees to furnish and City agrees to reimburse for expenses incurred in providing:

Emergency shelter for unsheltered homeless persons otherwise living on the streets of Columbia.

II.

Provider agrees that the services provided under this Agreement shall be provided to residents of the City of Columbia.

Provider certifies that expenditures are essential to the provision of the services as described in Paragraph I.

III.

Provider agrees that it is responsible for all funds made available to Provider by this agreement and further agrees that it will reimburse to the City any funds expended in violation of City, State or Federal law or in violation of this Agreement.

IV.

This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to the audit requirements stated herein and all other conditions and requirements of this Agreement.

V.

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City of Columbia harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this Agreement. It is the responsibility of the Provider to identify and maintain insurance coverage which shall meet the Provider's obligation to indemnify the City as set out above.

VI.

Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).

In addition to, and not in substitution for, other provisions of this agreement regarding the provision of services and employment practices, the Provider:

- a. represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
- b. agrees that, in connection with the provision of services and employment practices:
 1. it will not discriminate against any employee or applicant for employment on the basis of religion and will not employ or give preference in employment to persons on the basis of religion;
 2. it will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 3. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services under this agreement.

VII.

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(a) Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

(b) As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

VIII.

City agrees to reimburse Provider a sum not to exceed \$3,843.43 for the following allowable expenses related to the provision of emergency shelter:

- a) transportation costs
- b) personnel costs
- c) materials and supplies

Provider will submit to the City an itemized invoice outlining the expenses for which Provider seeks reimbursement. Upon receipt of an acceptable invoice, at its discretion City will reimburse Provider for allowable expenses.

IX.

This Agreement shall be for the period of December 1, 2013 through April 30, 2014; provided, however, that either party may terminate this agreement upon thirty (30) days written notice, in which event all reports required by the Agreement shall be submitted within thirty (30) days following the effective date of said termination.

X.

The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

XI.

There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

XII.

RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 110-4410-542.49-90 (#3843.43)

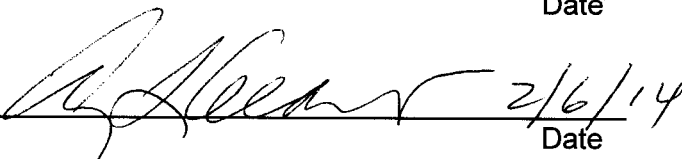


John Blattel, Director of Finance 

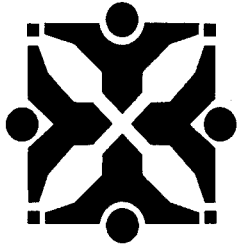
PROVIDER:

By: 

Date

ATTEST: 

Date



Source: Finance

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Mar 3, 2014

Re: Authorize appropriation for expenses related to emergency shelter for homeless persons.

EXECUTIVE SUMMARY:

This resolution will authorize agreements between the City and the Unitarian Universalist Church and the Columbia Interfaith Resource Center to reimburse the providers for allowable expenses related to the provision of emergency shelter for unsheltered homeless persons. The resolution will transfer \$5,000 from the General Fund Contingency to General Fund Social Services.

DISCUSSION:

The Council has previously voted to reimburse two providers for providing emergency shelter to homeless persons from December 1, 2013 through April 30, 2014. This Council resolution authorizes agreements between the City and the Unitarian Universalist Church and the Columbia Interfaith Resource Center to reimburse the providers for allowable expenses related to providing emergency shelter for unsheltered homeless persons for the time period December 1, 2013 through April 30, 2014. The resolution authorizes the transfer of \$5,000 from the General Fund Contingency to the General Fund Social Services Miscellaneous Contractual to reimburse these expenses.

FISCAL IMPACT:

The resolution will transfer \$5,000 from the General Fund Contingency to General Fund Social Services.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11 Vision Statement: Columbia is a supportive, compassionate, healthy community with high quality social services; a first-rate health care system and safe, quality affordable housing that are accessible to all.

SUGGESTED COUNCIL ACTIONS:

Approve the appropriation transferring \$5,000 from the General Fund Contingency to the General Fund Social Services Miscellaneous Contractual.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	