CITY OF JOPLIN COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-629 – Approving a Funding Agreement between Regional Commission on Homelessness (RCH) and the City of Joplin

MEETING DATE
December 16, 2024

ORIGINATING DEPT
City Manager's Office

ATTACHMENTS
CB 2024-629 Ordinance; Exhibit "A" Regional Commission on Homelessness Agreement

REVIEWED BY
Department Head: Assistant City Manager: Tony Robyn; Leslie Haase: Finance Director; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a funding and partnership agreement in substantial complete form between the Regional Commission on Homelessness and the City of Joplin in the annual amount of $125,000.00.

BACKGROUND
The purpose of this agreement is to partner with Regional Commission on Homelessness (RCH) and leverage funding to coordinate implementation of homelessness issues and efforts with the partners.

City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $125,000.00 per annum to include salary, benefits, and any operational costs and additional services needed to perform work, funding permitted, in monthly payments.

The term of this agreement shall begin on or about January 1, 2025, and is anticipated to end on January 30, 2030, and shall automatically renew for four (4) additional one (1) year terms, unless notification is given of the intent not to renew by either party in writing, no less than thirty (30) days prior to the date of automatic renewal.

FUNDING SOURCE
This funding is included in the adopted FY 2025 budget.

RECOMMENDATION
Staff recommend approval of this council bill on first reading.

PUBLIC SERVICES AGREEMENT
FOR HOMELESSNESS COORDINATION SERVICES
with the REGIONAL COMMISSION ON HOMELESSNESS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Regional Commission on Homelessness, Inc., hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional homelessness services program director, as substantially described in the *Homelessness Program Director (CoC Program Coordinator)*, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional homelessness coordination and other related services pursuant to the terms of this agreement and generally outlined in the *March 12, 2024, Joplin Community Plan to Address Homelessness*, and

WHEREAS, the Parties, are interested in coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency, selected as most qualified based on full consideration of all factors, preferences, and conditions deemed applicable by "The Parties".

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A within the time specified therein. Specifically, Consultant shall serve as City's professional broker for an initial five-year period. The contract period shall begin on or about January 1, 2025, and is anticipated to end on January 30, 2030.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A for work authorized by City upon monthly presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $125,000.00 per annum to include salary, benefits, and any operational costs and additional services needed to perform work, funding permitted, in monthly payments.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services. Consultants associated financial records will be available upon request by the City as required.

e. Consultant shall fully coordinate its activities in the performance of this contract in collaboration with the Parties, as defined in the executed Partnership Memorandum of Agreement dated _____.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant or assigned third-party partner. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. The consultant may subcontract services to a third-party, but none of the work or services covered by this agreement shall be subcontracted without the written approval of City.

g. Consultant and partners shall report out activities to the City Council of Joplin on a quarterly basis to include a PowerPoint presentation and supporting materials at a regularly scheduled meeting of the City Council. Reports and presentation coordination shall be made with the City Manager, or his designee, and the City Clerk.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Homelessness Request for Proposal, and Sharity Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's

compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Intentionally omitted.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri
ATTN: CITY MANAGER
602 S. Main St.
Joplin, MO 64801

Regional Commission on Homelessness
ATTN: CHAIRMAN
825 S. Pearl Avenue
Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be

affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	REGIONAL COMMISSION ON HOMELESSNESS, INC.
_____	_____
Nicholas Edwards, City Manager or designee	By: Dr. Kerry Sachetta or designee Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT A

COMMUNITY PLAN TO ADDRESS HOMELESSNESS

General Statement
The City of Joplin seeks consulting and management level support services through a Public Services Agreement as it relates to the coordination and implementation of the City's *Community Plan to Address Homelessness* (The Plan).

Consultant will provide staff support as it relates to the coordination and implementation of The Plan. Consultant will collaborate, facilitate, and perform a variety of professional-level functions related to homelessness prevention, programs, rapid re-housing options, outreach and community engagement efforts to develop public understanding and support, coordinates closely with partners like the City, Regional Commission on Homelessness, Homeless Coalition service providers, and other related groups.

The City expects the Consultant staff to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all coordination efforts.

Scope of Services

Program Planning

- Consultant will develop staff and resource capacity to collaborate, facilitate, and perform a variety of professional-level functions related to homelessness prevention, programs, rapid re-housing options, outreach and community engagement efforts to develop public understanding and support, coordinates closely with partners of the Regional Commission on Homelessness, Homeless Coalition service providers, and other related groups.
- Collaborates on all related activities to align with the City's Low Income Housing partners, preparation of the City's Annual Action Plan, Community Development Block Grant Work Plan; assists in the development and securing of grants for related City programs.
- Provides leadership and serves as a subject area expert on homelessness matters, providing technical advice to City departments, partners, and agencies. Acts as City liaison to, and builds strong relationships with, City and County officials, the homeless services community, including government agencies, schools, labor organizations, non-

profits, and businesses, as well as entrepreneurial and civic/community groups, regarding issues of homelessness, including recommendations for programs and projects;

- Develops, coordinates and implements programs and policies to address homelessness in the City; coordinates city and partner efforts on the provisions of homeless services with other private and public sector agencies.
- Plans, manages and coordinates the goals, activities, objectives and accomplishments of Joplin's Community Homelessness Strategic Plan, to achieve identified homelessness goals and strategies; provides written analysis, evaluations and recommendations regarding homelessness programs and proposals; monitors progress and makes recommendations for improvements.
- Works with citizen community groups for the proper flow of information as requested or as required by various state, City, federal procedures, policies, regulations or law; determines compliance with various policies, procedures, regulations or law and makes recommendations thereto; assists the Collaborative Entity (Lead Agency) with the annual CoC consolidated application; leverages resources and information for improved metrics and funding.
- Collaborates and coordinates the gathering of metrics and information; organizes and supervises the data collection and reporting processes required for housing and federal programs; analyzes reports, makes recommendations, and takes corrective action as necessary.
- Coordinates and prepares staff reports, special studies, public information, or other related items; makes presentations to City Council, committees or other public or non-profit partners as necessary.
- Maintains a positive attitude towards City and department goals, community, and partners, and performs related work as required.

Timeliness

- Execute the scope of services, metrics, and outcomes in a timely manner.

Compliance/Reporting

- Assist with required data collection and information for reporting to State and Federal agencies, City Council and leadership, and partners and community groups.

Meetings

- Coordinate and attend related meetings in conjunction with and/or on behalf of the City of Joplin. Coordinate efforts of the Community Workgroups toward agreed upon goals.

Technical Assistance

- Coordinate or provide support in any related homelessness best practices and technical assistance needed with City and partners, as needed.

Other support related to implementing the *Community Plan to Address Homelessness* as required by the City.

Homelessness Program Director

Location: Collaborative Applicant Agency
Supervised by: Cooperative Agreement - Collaborative Applicant Agency
Supervises: N/A
FLSA Status: Exempt/Regular/Full-Time
Effective Date: January 1, 2025
Salary Range: TBD

Position Summary
The Homelessness Program Director provides management level support and will work directly with the Regional Commission on Homelessness, City of Joplin staff, County staff, and CoC member agency representatives and stakeholders to assist with the planning, facilitation, implementation, compliance and evaluation of CoC programs, projects and initiatives. The position will be responsible for planning, training, facilitating, and documenting the work of multiple CoC committees and programs. They will work in concert with a variety of partners to ensure all the best practices and priorities of the Community Plan to Address Homelessness and strategies are followed with purpose and intentionality. This position provides administrative support to the Commission while implementing the priorities of the partners. This position will be housed at the Collaborative Applicant/Lead Agency.

Regional Commission on Homelessness
The Regional Commission on Homelessness, Jasper and Newton Counties Homeless Coalition (CoC), and the City of Joplin are committed to the vision of reducing homelessness and its impacts on the Joplin community and region. In coordination with the City of Joplin and the Jasper and Newton Counties Homeless Coalition (CoC), the Regional Commission on Homelessness is helping coordinate the Joplin region's community-wide effort to end homelessness through collaboration, strategy, fundraising, capacity building, and effective stewardship of knowledge and resources. The Commission aims to deliver excellence in system improvement; ensuring effective resource management and data-driven decision-making, while always honoring people and partners.

Skills and Abilities Ability to work with minimal supervision and exercise good judgment; strong verbal and written communication skills and administrative capacity; ability to handle multiple tasks and manage competing demands; critical thinking, problem solving; meeting facilitation; interpersonal skills; business communication; ability to interpret and apply qualitative and quantitative data to achieve outcomes; customer service; standard office computer skills and general website support knowledge. A strong candidate will be collaboration-focused with various facilitation skills, including proposal-based decision making and the ability to co-design across multiple sectors, interests and entities.

Essential Duties/Responsibilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Support the ongoing planning and operating functions of the CoC, consistent with direction from the Commission, the Jasper and Newton Counties CoC Governance Charter and the Federal CoC Interim Rule per 24CFR Part 578, including annual monitoring, coordinated entry and implementation of programming and completion of projects that meet the needs of members and work.
2. Coordinate the scheduling, planning, facilitation and written process documentation of public meetings, committees, and work groups. Serve as administrator of the Commission.
3. Coordinate ongoing disaster preparedness strategy for unsheltered homeless population and disaster preparedness strategy for individuals and families in CoC funded permanent supportive housing.
4. Coordinate special projects including, but not limited to: Point in Time Count(s), sub-population and lived experience initiatives. Coordinate data collection and mapping of populations for support.
5. Coordinate scheduling, planning and facilitation of training opportunities for CoC member agencies and their staff as part of the CoC Training Plan/Training Catalog, as well as other trainings as needed.
6. Coordinate preparation and publication of data reports and other information for community and partners, in partnership with relevant data-related committee/group(s).
7. Liaise with appointed community teams to communicate CoC-related information to members, stakeholders and the community at-large through appropriate media, including the CoC website and other written CoC communications and presentations.
8. Assist with annual HUD CoC Program and other CoC grant application process.
9. Ensure CoC website content is relevant, timely and consistent across partner efforts.
10. Collaborate with Commission members to solicit and document in-kind support and resources toward objectives of the partners. Assist in coordinating Commission activities.
11. Regularly report out progress and activities to partners and City Council quarterly.
12. Other duties as assigned in support of CoC operations.

Education and Experience

Training, education or experience in Human Services, Public Administration, Social Work, or a related field and/or at least five (5) years of professional experience working within the housing, poverty, health or human services delivery system, soliciting resources, including at least two (2) years in connection with relatable CoC activities. Passionate about the mission and able to promote and communicate the philosophy, mission and values of the partners to external and internal stakeholders.

Qualifications/Requirements

- Understanding of the causes and consequences of homelessness at both personal and community levels.
- Demonstrated knowledge of housing, health care and human services programs and their relationship to a broader system.

- Strong oral and written communication skills. Training and public speaking experience is preferred.
- Experience analyzing, interpreting, and expressing quantitative and qualitative data through reports, charting, graphing, and communication to stakeholders.
- Data Analysis and report creation experience is preferred.

- Familiarity with public and private grant programs and grants management (knowledge of HUD housing and homeless assistance programs strongly preferred), private fundraising, and the public policy dynamics that influence those funds and programs; would influence starting pay grade.
- Demonstrated knowledge of online tools and applications.
- Demonstrated knowledge of Microsoft Office and related software.
- Experience messaging and managing website content preferred.
- Ability to balance and prioritize multiple projects simultaneously.
- Experience with HMIS is valued
- Willingness to seek ongoing educational opportunities and maintain current knowledge on emergent and best practice in the field of housing and homelessness response.

Certificates, Licenses, Registrations

- Hold a valid driver license in accordance with State of Missouri Motor Vehicle requirements.
- Ability to use one's personal vehicle for daily duties with reimbursement.

Physical Demands

While performing the duties of this job, the employee is regularly required to communicate in person or by telephone. The employee is frequently required to stand, walk and bend; to use his or her hands to finger, handle or feel objects, tools or controls; and to reach with his or her hands and arms. The employee must also be able to sit for extended periods of time. The employee must occasionally lift and/or move object weighing up to 40 pounds.

Work Environment

The position involves attention to detail and extensive organizational skills. The employee will work as part of a team, as well as interface with partner agency staff, partner agency leadership and funders. The employee will spend significant portions of time in the field working with partner and agencies, as well as in an office setting. This is a full-time position requiring 40 hours per week. Additional hours are occasionally required. Work generally occurs Monday through Friday between 8:00 a.m. and 5:00 p.m. but after hour work or weekend work may be required for various public meetings and activities.

Conditions of Employment

- Satisfactory reference and background investigation checks.
- Completion of a pre-employment drug screening and completion of post-employment drug or alcohol tests upon reasonable suspicion of use.
- Demonstrated computer literacy through successful completion of pre-employment testing may be required.

- Completion of ALL required paperwork prior to reporting to work.
- Participation in payroll electronic deposit.
- Compliance with all required Policies and Procedures.

This job description is not intended to provide, and should not be construed as providing, an exhaustive list of all responsibilities, skills, efforts or working conditions associated with a job. They are meant to be accurate reflections of the principal job elements essential for making fair and informed decisions about the job.

Veterans, Persons of Color and Current or Formerly Homeless Persons are encouraged to apply.

COUNCIL BILL NO. 2024-629 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement and MOA with the Regional Commission on Homelessness for the purpose of coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency and Joplin Homeless Coalition (The Partners) within the Joplin region; identify, aggregate, and direct significant donations, resources, and in-kind services to address the agreed upon homelessness priorities as edified and in annual work plan adopted by The Partners; and, authorizing the City Manager, or designee, to execute said Agreement by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri and Joplin Regional Commission on Homelessness to assist with coordinating implementation of homelessness issues and efforts within Joplin region, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____

Keenan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney