



City of Muscatine



AGENDA ITEM SUMMARY

DATE: November 5, 2020

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT DOT

Approval of Agreement with Muscatine Center for Social Action

EXECUTIVE SUMMARY

This Agreement provides \$25,000 to Muscatine Center for Social Action (MCSA) to support the Housing Navigator position. The Housing Navigator works with families experiencing housing instability to identify the barriers to stability, increased income, and lease an appropriate unit. Referrals from City staff are made when a family is at-risk of losing their assisted housing or if inspectors must post a unit or identify other families in uninhabitable areas. Funding for this Agreement is included in the City's adopted FY21 budget.

STAFF RECOMMENDATION

Staff recommends approval of the Agreement with MCSA.

BACKGROUND/DISCUSSION

Since Fiscal Year 2017 the City has allocated funding to be used under a contract for services with MCSA. Initially this Agreement was used for MCSA to provide case management to Muscatine Municipal Housing Agency (MMHA) clients at-risk of losing the housing or unable to secure housing with an issued Housing Choice Voucher. MCSA provides this service through the Housing Navigators, and, while not exclusively available to MCSA, saves MMHA substantial resources that would otherwise be required to process new voucher participants and turnover in public housing units.

In the past year we have also been using the Housing Navigator to assist families in units that are found to be unsafe or otherwise uninhabitable by Building Inspectors or Code Enforcement Officials. This is typically when a unit must be posted for no utilities, but also includes owner-occupied units that have deteriorated into unsafe conditions and even outreach to individuals identified as being homeless.

The Agreement requires MCSA to submit periodic reports on the number of families served, number receiving supportive services, the duration of services, the number of families provided financial assistance, and the housing outcome. In calendar year 2019, MMHA made 60 referrals to the Housing Navigator out of 196 total referrals. Of all referrals 52% were able to retain their housing, 16% were able to obtain housing using their Voucher, 66% were provided supportive services and 20% were provided financial assistance. On average supportive services are provided for 16 days. City/MMHA referrals often receive services for a longer period of time because our staff has already worked through the standard solutions and financial assistance is typically not the need or an option under federal regulations.

CITY FINANCIAL IMPACT

The only financial impact of this action is the expenditure of allocated funds.

ATTACHMENTS

Agreement for the receipt and use of City funds by and between the City of Muscatine, Iowa, and Muscatine Center for Social Action.

AGREEMENT FOR THE RECEIPT AND USE OF CITY FUNDS

by and between

The City of Muscatine, Iowa

and

Muscatine Center for Social Action (MCSA)

This Agreement is entered into between the City of Muscatine, Iowa, an Iowa municipal corporation (hereinafter “City”) and Muscatine Center for Social Action (the “Agency” or “MCSA”), an Iowa not-for-profit organization organized in the State of Iowa, on the 1st day of July, 2020, for the purpose of establishing certain conditions on the receipt, expenditure and use of City funds received by the Agency.

I. Receipt of City Funds. The City agrees to allocate \$25,000 for fiscal year 2020/2021 to the Agency for use as directed within this Agreement. Such funds shall be paid as follows: two payments of \$12,500 shall be paid during the funding year, the first in July 2020 and the final payment in January 2021. The City retains the right to unilaterally adjust the amount of any disbursement if the City determines that insufficient public funds exist to provide funds to the Agency at the level indicated in this Agreement or if grant funding is received by MCSA for Homeless Prevention through the shared efforts of MMHA and MCSA.

II. Use of City Funds. As a condition of the receipt of the City funds set forth in paragraph I, the Agency agrees to expend such funds pursuant to the following:

- A. Funds shall be used for salary and benefit expenses of the Housing Navigator.
- B. The Housing Navigator shall work with Muscatine Municipal Housing Agency clients to obtain or maintain appropriate housing. Clients may be referred by MMHA or seek assistance independently.
- C. All such funds shall be used in conformance with all applicable federal, state and local laws.

III. Reporting Requirements. As a condition of the receipt of the City funds set forth in paragraph I, the Agency hereby agrees to abide by the following reporting guidelines:

- A. MCSA staff will contact the client referred by Muscatine Municipal Housing Agency (“MMHA”) within one (1) business day of receiving a referral.
- B. MCSA will provide reports of the following figures to the City on a bi-annual basis (July and January):
 - a. MCSA will report the number of new referrals that are MMHA clients.
 - b. MCSA will report how long, on average, clients are served with each referral.

- c. MCSA will report the number of referrals (MMHA clients) receiving financial assistance and/or supportive services.
- d. MCSA will report the number of MMHA clients retaining their housing (Section 8 HCV, public housing, or Hershey Manor).
- e. MCSA will report the number of clients assisted to lease up on MMHA programs.

C. MCSA shall provide copies of the following documents within nine (9) months of the end of the Agency's last fiscal year:

- a. The Agency's current IRS form 990 as well as a copy of the current corporate annual report filed with the Iowa Secretary of State.
- b. A copy of the Agency's current financial audit.
- c. A summary of how the City funds were used and an assessment of the Agency's annual accomplishments and outcomes.
- d. A copy of the Agency's budget for the next fiscal year.

IV. Independent Contractor. The Agency agrees that it is an independent contractor of the City, and that the employees, agents, and vendors of the Agency are not employees of the City.

V. Retention and Access to Records. The Agency will give the City, the City Administrator, or any authorized representative of the City access to and the right to examine all records related to the expenditure of City funds. The Agency shall keep financial records and all other records pertaining to these funds for a minimum of three (3) years. The City may, at its sole option, conduct an audit related to this Agreement. The Agency shall, upon City's request, make its records, employees, and property related to the homeless prevention program, MMHA clients, or the use of City funds available within a reasonable timeframe. The City and MMHA agree to maintain files, correspondence and other information confidential and in accordance with the Health Insurance Portability and Accountability Act (HIPAA) requirements.

VI. Withholding of Payment. The City shall retain the authority to withhold any and all payments to the Agency if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

VII. Assignment. The Agency shall not voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the prior written consent of the City. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.

VIII. Miscellaneous. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of Iowa. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and

contemporaneous understandings or agreements of the parties. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

SIGNED this _____ day of _____, 2020.

Diana L. Broderson, Mayor
City of Muscatine

Ron Monahan, President
Muscatine Center for Social Action

ATTEST:

Carol Webb
City Clerk