

BILL NO. 3118

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPOSAL FOR THE PROVISION OF SERVICES BETWEEN THE CITY OF BRANSON AND CHRISTIAN ACTION MINISTRY (CAM) AND AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENT.**

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**WHEREAS**, the City of Branson desires certain contractual services for the purpose of making available to the public the help necessary to obtain the basic resources of food and shelter; to encourage self-sufficiency and independence, and

**WHEREAS**, Christian Action Ministry (CAM) is capable of furnishing such services and wishes to contract with the City of Branson to furnish such services.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON AS FOLLOWS:**

**Section 1:** The Board of Aldermen hereby authorize the Mayor to execute an Agreement with Christian Action Ministry (CAM) in substantially the form attached as Exhibit "1".

**Section 2:** This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

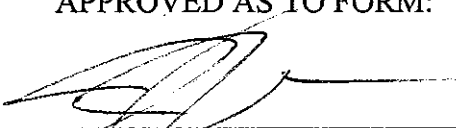
Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Louis E. Schaefer  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa K Westfall  
City Clerk

  
\_\_\_\_\_  
Joseph L. Johnson  
City Attorney

## CONTRACT

**THIS CONTRACT**, made and entered into this 1st day of October, 2005 by and between the City of Branson, Missouri (hereinafter referred to as the "City"), and the Christian Action Ministry, a not-for-profit Missouri corporation, (hereinafter referred to as the "CONTRACTOR").

### W-I-T-N-E-S-S-E-T-H:

**WHEREAS**, the Contractor desires to provide services to the City in accordance with the Contractor's proposal for and at a cost not to exceed Thirty thousand dollars (\$30,000).

**WHEREAS**, the City of Branson desires certain contractual services for the purpose of making available to the public the help necessary to obtain the basic resources of food and shelter; to encourage self-sufficiency and independence, and

**WHEREAS**, The City desires to retain the services of the Contractor to perform services as described in Exhibit "A".

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1: Term.** The term of this Contract shall be from October 1, 2005, to September 30, 2006, subject to any changes to which both the Board of Aldermen and Contractor may consent to in writing.

**Section 2: Scope of Services.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as Exhibit "A" and incorporated herein by reference. If the Contractor engages subcontractors to perform any of the service under this Contract, the Contractor is not relieved of its duties under the Contract and the City reserves the right to approve any subcontractor prior to it performing any work.

**Section 3: Contract Administration.** The City designates the City Administrator (or his designated alternate) as its representative to whom all communications relating to the work performed under this Contract shall be directed by the Contractor.

The Contractor designates its President (or his designated alternate) as its representative for all work performed under this Contract.

The aforementioned representatives of both the City and the Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Contract and to agree upon procedures for coordinating the efforts of both parties under this Contract.

**Section 4: Copyrights.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including attorney's fees and legal expenses, arising out of  
or

based upon any alleged infringement of any copyright or any alleged invasion of infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

**Section 5: Reports.**

a. **Monthly Reports.** The Contractor shall submit an administrative progress report to the City on a monthly basis, which described the work performed during the month. This report shall be a synopsis of the activity undertaken.

b. **Other Reports.** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of immediate problems which require City action.

c. **Annual Report.** The Contractor shall submit to the City a year-end report accounting for the use and expenditure of all monies and funds received for the City of Branson.

**Section 6: Personnel.** The Contractor's personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or under its 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.

**Section 7: Key Personnel and Program Organization.** The Contractor will perform all of its services under this Contract through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the over all fulfillment of all obligations of the Contractor under this Contract.

**Section 8: Commencement of Work.** Services of the Contractor shall commence on the 1st day of October, 2005.

**Section 9: Payment.** Payments from the City to the Contractor for services under this Contract will be made as follows:

a. Twenty-five percent (25%) of the Contract price to be paid quarterly with the first quarterly payment to be made at the execution of this Agreement, and all other quarterly payments to be made upon receipt from the Contractor of an accounting of the expenditure and use of all funds of the City of Branson, for the previous quarter.

b. Requisitions for expenditures included in the budget approved by the Board of Aldermen will be paid through the City's accounts payable system. Requisition forms received per the City's processing schedule will be processed and checks will be written and mailed to the Contractor to reimburse it for such expenditures.

c. Each requisition must be signed by the Contractor's designated representative verifying that the services covered are for work actually performed, item purchased or services rendered by third parties to the Contractor for matters covered under this Contract and will be accompanied to the extent possible by paid invoice for such work, items or services.

**Section 10. Termination.** If, though any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants agreement or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination within 30 days of the City's discovery of said failure or violation unless the failure or violation is corrected within said 30 day period.

**Section 11. City-Conflict of Interest.** No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in the Contract, provided, however, that said officers and employees may subscribe as members of the Contractor.

**Section 12. Right of Audit.**

**a. Contractor's Books and Records.** The Contractor shall keep accurate reports other records showing in full detail the costs for which the Contractor claims payment. The City may examine, at any time during regular business hours, such reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever required by the City. In addition to any other audits the City deems appropriate, the City shall have the right to conduct an annual audit of the Contractor's books and records to determine if the expenditures of the Contractor were made in accordance with the budget approved the Board of Aldermen. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor.

**b. Subcontractor's Books and Records.** The Contractor agrees to include the substance of this Section in all subcontracts to be performed, giving the City the right to audit the books and records pertaining to any such subcontract.

**Section 13. Insurance.** During the performance of all work under this Contract or any subcontractors hereunder, the Contractor and its subcontractors shall maintain the following coverage: Proof of this coverage will be provided annually to the City, or more often if the insurance coverage is of a lesser term than one year. The Proof of Coverage (Certificate of Insurance) shall name the City as additional insured, except in the case of Worker's Compensation Coverage.

- a.** Worker's Compensation-as required by law.
- b.** Commercial Comprehensive General Liability-with a minimum coverage amount of \$2,000,000 per single occurrence with no aggregate limit.
- c.** Commercial Automobile Liability, including owned, non-owned, and hired cars, with minimum limits of \$1,000,000 bodily injury and property damage combined.

All coverage evidence required in this Contract must have a 30 day notice of cancellation on the Certificate of Insurance. All Certificates of Insurance shall be sent to the City finance department two weeks in advance of the lapse of the prior Certificate of Insurance.

**Section 14. Discrimination.** The Contractor agrees, in the performance of this Contract, not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of the Contractor or applicant for employment, and shall include a similar provision in all subcontractors let or awarded hereunder.

**Section 15. Independent Contractor.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City.

The Contractor and its agents, employees and subcontractors shall not be entitled to any of the benefits established for the employees of the City, nor be covered by the Worker's Compensation Program for the City.

**Section 16. Indemnification and Liability.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of Contract.

b. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with services performed by the Contractor pursuant to this Contract.

c. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against any and all liability, suits claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this Contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

**Section 17. Applicable Laws.** The Contractor agrees to comply with all laws of the United State of America, the State of Missouri, and the City of Branson, Missouri, which are applicable to work being performed by the Contractor under this Contract.

**Section 18. Jurisdiction.** The parties mutually, agree that jurisdiction and venue for the purposes of any action resulting from this Contract by the parties shall be in Taney County, Missouri.

**Section 19. Notices.** All notices required or permitted hereunder and required to be in writing may be given by first class mail and addressed as follows:

To the City:                      City of Branson  
   110 West Maddux, Suite 205  
   Branson, Missouri 65616

To the Contractor: Christian Action Ministry  
1118 Stanley St.  
Branson, MO 65616

The date of delivery of any notices shall be the date falling on the second full day after the day of its mailing.

**Section 20. Contingencies.** This Contract is contingent upon the Contractor maintaining a not-for-profit corporation, as defined by the Internal Revenue Code in Section 501(c) (3) or (6).

**Section 21. Refunds.** At the termination of this Contract, the Contractor shall pay to the City any refunds received by the Contractor from vendors or subcontractors for services performed or purchases made under the Contract and for which the Contract has been reimbursed hereunder.

**APPROVED BY THE CITY OF BRANSON, MISSOURI, ON THE 1<sup>ST</sup> DAY OF OCTOBER, 2005.**

CITY OF BRANSON, MISSOURI

\_\_\_\_\_  
Louis E. Schaefer  
Mayor

ATTEST:

Approved as to form:

\_\_\_\_\_  
Lisa K. Westfall  
City Clerk

\_\_\_\_\_  
Joseph L. Johnson  
City Attorney

APPROVED BY Christian Action Ministry, ON THE 1ST DAY OF  
OCTOBER, 2005.

CHRISTIAN ACTION MINISTRY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## PROPOSED USE OF CITY FUNDS

**FOOD** – We strive to provide a 3-day supply of emergency food items to those seeking grocery assistance. This includes USDA commodities, items donated by the community, and food purchased either locally or from Ozarks Food Harvest. We keep items on hand for those with special nutritional requirements, such as sugar-free food for diabetics. During the summer months we often receive fresh produce from local gardeners. CAM is now partnered with the American Cancer Society to be a distribution site for their nutritional program.

**RENT** - Clients must make an appointment for an interview in order to request assistance. They are required to bring the following to the interview:

- Detailed information on income and current expenses.
- A letter from landlord stating amount of money due and guaranteeing that this assistance will allow the client to remain in residence for at least 30 days.
- A plan for meeting this expense in the future.

**UTILITIES** – Clients must make an appointment for an interview to request assistance. They are required to bring the following to the interview:

- Detailed information on income and current expenses.
- A letter from the provider stating amount of money due and guaranteeing that this assistance will provide the client continued service for at least 30 days.
- A plan for meeting this expense in the future.

We provide assistance with past due electric bills or purchase of propane. The client must speak to the electric company about arrangements for payment. If a plan cannot be worked out, an appointment is made to discuss assistance. We look carefully at their payment record and how they will manage future expenses. We have an excellent working arrangement with both electric companies.

Propane assistance is for the minimum delivery or a prearranged amount with the individual propane company. We also refer clients to other programs such as the Family Support Division and OACAC winter energy programs.

**PRESCRIPTIONS** –We provide payment for emergency medications on a limited basis. There is a restriction of only one prescription per year per client and strict guidelines are followed regarding types of medication. The amount paid is determined by medical necessity, financial need, and available funds. Since July's Medicaid cuts we have seen approximately double the number of requests for prescription assistance.