

**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**

Item No. 10
For Meeting of 09/07/10


ITEM TITLE: Resolution approving a Memorandum of Understanding (MOU) between the City of Windsor Heights and the Windsor Heights Chamber of Commerce for shared staff time of a new hybrid, part-time position functioning as an administrative support clerk for the City and the executive director of the Chamber of Commerce.

CONTACT PERSON: Dennis McDaniel, Police Chief
Marketa George Oliver, City Administrator

SUMMARY EXPLANATION:

In a cost savings measure for FY11, the City reduced a regular fulltime clerical position to half time. The fulltime clerical position was vacated in August due to the employee occupying that position being transferred to the fulltime vacancy in the police department created by the retirement of Police Chief Gary Walters. When the position was re-categorized as half time, the City approached the Chamber about bringing the Chamber's part-time executive director position in-house and giving the executive director a work space. This was done for three primary reasons: (1) The Chamber and the City frequently work together to promote and market the City to the general public and metropolitan business community, (2) by bringing the executive director position into city hall, this created an opportunity for greater visibility and contact between the Chamber and Windsor Heights community members, and (3) utilization of additional staff hours paid by the Chamber would allow the front counter area to be staffed by two employees for a greater percentage of time during the week without additional city expenditure.

The MOU outlines parameters for the combination of resources between the two parties, lists general terms of hours assigned for payment from each party and method of payment, and clarifies responsibility for performance review of the employee and terms of the agreement. Guidelines for amending or severing the agreement are also outlined within the MOU.

_____ Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____
Funding Source _____
APPROVED FOR SUBMITTAL _____ <div style="text-align: right; margin-right: 100px;"> City Administrator</div>

STAFF RECOMMENDATION: Staff supports the agreement and recommends that the Council approve this resolution.

COUNCIL ACTION:

RESOLUTION NO. 10-/

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF WINDSOR HEIGHTS AND THE WINDSOR HEIGHTS CHAMBER OF
COMMERCE FOR SHARED STAFF TIME.

WHEREAS, the City of Windsor Heights and the Windsor Heights Chamber of Commerce share common community outreach and marketing goals; and

WHEREAS, this agreement is executed for the purpose of providing a superior and cost efficient approach to providing service to the Windsor Heights residential and business community; and

WHEREAS, the City and the Chamber have established a relationship for the participation of combined efforts to push forward a positive image of the City of Windsor Heights to its business partners and residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the Mayor is hereby authorized to enter into this memorandum of understanding with the Windsor Heights Chamber of Commerce.

PASSED AND APPROVED THIS 7th DAY OF SEPTEMBER 2010.

David J. Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Administrator/Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN:
THE CITY OF WINDSOR HEIGHTS &
THE WINDSOR HEIGHTS CHAMBER OF COMMERCE**

ASC/Chamber position. The City of Windsor Heights, Iowa ("the City") and the Windsor Heights Chamber of Commerce, Polk County, Iowa ("the Chamber") have entered into a cooperative agreement to train and support a specialized hybrid clerical position that will assume part-time duties of the City's Administrative Support Clerk (ASC) and the Executive Director of the Chamber.

1. **Parties.** The City and the Chamber are memorializing their cooperative agreement to support a specialized hybrid position to hold office hours and work station within the Windsor Heights Police Department front office for this position.
2. **Purpose.** The purpose of this MOU is to detail the combined resources of the City and the Chamber in an effort to support a position that will be mutually beneficial to both parties. The ASC/Chamber position will generally be scheduled twenty-five hours per work week (at present, typically Monday through Friday from 12:00pm to 5:00pm). Of this scheduled time, duties in relation to the City of Windsor Heights will generally be conducted four hours of the work day, and the remaining one hour will comprise tasks for the Windsor Heights Chamber of Commerce. Due to the nature of business conducted as an Administrative Support Clerk, the hours and duties of this hybrid position will not be able to be kept separate and distinct from the Chamber of Commerce Executive Director position.
3. **Finances.** The Administrative Support Clerk position will be paid on a bi-weekly schedule according to established City payroll scheduling. The hours worked for the WH Chamber of Commerce will be forwarded monthly to the Chamber Treasurer for payment, at the same hourly rate as the ASC position, to the Executive Director. The WH Chamber is a non-profit organization and wages paid out will be as a 1099 – Independent Contract Employee.
4. **Periodic Review.** The employee filling this position will be subject to annual performance reviews as described in the City of Windsor Heights Personnel Policy Manual. The board of directors of the Chamber will be allowed feedback during the performance review process. Additionally, this MOU will be reviewed periodically as needed by both parties and no less frequently than once per year.
5. **Amendment.** Amendments to this MOU will be in writing and approved by the Windsor Heights city administrator and the board of directors of the chamber of commerce.
6. **Severability.** If one or more provisions of this MOU is determined to be invalid, the remainder of the MOU is still in force unless thirty days written notice is otherwise given by one party of their intent to withdraw.
7. **Duration.** This MOU will become effective upon its adoption by the City of Windsor Heights, Iowa, and the Windsor Heights Chamber of Commerce.

WINDSOR HEIGHTS CHAMBER OF COMMERCE

Kris Gregerson, Acting Chamber President 2010

CITY OF WINDSOR HEIGHTS

Diana Willits, Mayor Pro Tem