

RESOLUTION NO.: R-2015-067

*Authorizing the City Manager to execute a Professional Services Contract between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands*

BE IT RESOLVED by the Mayor and City Council this 21st day of July, 2015, that the City Manager is hereby authorized to execute the attached Professional Services Contract with the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands, or on a form to be approved by the City Attorney, from July 1, 2015 through June 30, 2016, the total compensation for such services shall not exceed One Hundred Forty Thousand and No/100 (\$140,000.00) Dollars.

*(Funding Source: 1018410 638306)*

Requested by:

City Manager \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

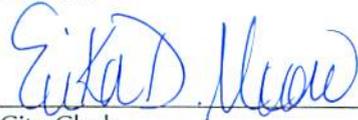
Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 7/21/2015

Final Reading: 7/21/2015

ORIGINAL  
STAMPED IN RED

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**CONTRACT FOR PROFESSIONAL SERVICES  
(Resolution No.: R-2015-067)**

THIS AGREEMENT entered into this 21<sup>st</sup> day of July, 2015 between the City of Columbia (hereinafter called the "City"), its successors and assigns, and United Way of the Midlands in partnership with the Midlands Area Consortium for the Homeless (hereinafter called the "Contractor").

**WITNESSETH:**

WHEREAS, the City entered into a Contract for Professional Services with Contractor on December 23, 2014 for the Regional Coordination of Homeless Services, which contract expired on June 30, 2015. City desires to continue to retain the services of the Contractor for the regional coordination of homeless services, with certain new priorities and a new budget. NOW, THEREFORE, the parties hereto do mutually agree as follows:

**1. CONTRACT FOR SERVICES**

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services requested in the RFP for the Regional Coordination of Homeless Services and outlined herein. United Way of the Midlands with the Midlands Area Consortium for the Homeless will provide regional coordination of homeless services. This Contract incorporates by reference all Terms and Conditions contained in the RFP for the Regional Coordination of Homeless Services as if included in their entirety.

**2. SCOPE OF SERVICES AND TIME OF PERFORMANCE**

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in the attached Appendix A. The Contractor has specialized knowledge to complete the project without any training from the City and shall perform the tasks in the order and in the most effective and efficient manner and as outlined in the solicitation and pursuant response. The scope of services will include, but is not limited to, coordinating the following efforts:

- Midlands Coordinator for Homeless Services Coordination w/Service Providers
- Horizontally Integrated Case Management
- Housing
- Transportation
- Food Sharing & Meal Services

If additional services are identified throughout the course of this contract period, the Contractor and City agree to negotiate the cost of any other related services in a fair and equitable manner.

**3. METHOD OF PAYMENT**

A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed the maximum sum as specified in Appendix B, Budget. It is recognized that the total project cost identified in Appendix B is an estimate based on the resources available at the time of the award. The City may elect to identify additional resources over the period of the contract that can result in a total project cost in excess of the amount identified in Appendix B.

The decision to request Contractor to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

B. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoices must be received by the 20<sup>th</sup> day of the month and will be paid no later than the 5th of the month following the City's receipt of the invoice. The Contractor hereby agrees to submit all invoices in the format provided by the City.

D. Contractor is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

**4. FINDINGS CONFIDENTIAL**

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are being prepared by Contractor on behalf of the City. All such reports or collected data are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor provide confidential data or issue media reports or press releases to any party other than those designated by the City without prior approval of the City.

**5. ACCESS TO RECORDS**

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

**6. COPYRIGHT**

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

**7. AMENDMENTS**

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

**8. ASSIGNABILITY/SUBCONTRACTING**

United Way of the Midlands shall not assign or subcontract its rights, duties and/or obligations under this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

United Way of the Midlands will secure at its own expense all personnel required in performing the services under the Contract. The Contractor shall furnish and cause each of its sub-subcontractors to furnish all information and reports required hereunder.

Although Contractor may subcontract certain services to other contractors, United Way of the Midlands shall not assign the entire Agreement without the prior written consent from the City of Columbia. The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

#### **9. INDEPENDENT CONTRACTOR**

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

#### **10. TERMINATION OF CONTRACT**

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed or services provided in conformity with the agreement plus ten percent (10%) for overhead and profit minus the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

#### **11. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may, at its discretion, waive this provision. The Contractor must provide a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

#### **12. EQUAL EMPLOYMENT OPPORTUNITY**

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.

#### **13. SEVERABILITY**

In the event any provisions of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or

had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

#### **14. COMPLIANCE WITH LOCAL LAWS**

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract. In performing the work provided under this Contract, the Contractor shall not engage in the unauthorized practice of law and the Contractor shall comply with Rule 5.5(C) of the South Carolina Rules of Professional Conduct by providing legal services only in association with a lawyer who is admitted to practice in South Carolina and who actively participates in the matter. For purposes of the professional services rendered under this Agreement, the City Attorney's office will serve as the lawyer admitted to practice in the state of South Carolina.

#### **15. PERSONNEL**

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

The Contractor has secured, or will secure, directly or through United Way of the Midland's subcontractor and at the Contractor's expense, all personnel needed for the performance of all services as required under this agreement.

#### **16. TERM OF AGREEMENT**

Initial Term: The materials, goods, and services to be provided under this contract shall be for an initial term of one year, unless earlier terminated by either party as provided herein. The term will commence on July 1, 2015 and terminate on June 30, 2016. Additional Term(s): The contract may be extended for up to four (4) additional one (1) year terms. The contract shall expire at the end of the initial term, or at the end of the then-current term, unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

#### **17. FUNDING**

Any funding provided by the City of Columbia for the Regional Coordination of Homeless Services as outlined in the Scope of Services will not exceed the City's annual funding for coordination of homeless services, if appropriated. The funding provided is specifically for the regional "coordination" efforts and shall not be designated or used for any other other purposes without approval from the City of Columbia.

#### **18. INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by the Contractor.

- a.) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b.) Automobile Liability Insurance- \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- c.) Abuse and Molestation Insurance – Coverage either through a separate policy or included with the CGI policy, in an amount of coverage not less than \$1,000,000.00 (Note: This insurance will only be required in cases where the successful Offeror provide services directly to the clients).
- d.) Professional Liability Insurance – If contractor will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

*[Signature]*  
*[Signature]*

CITY OF COLUMBIA

BY: *[Signature]*  
Teresa B. Wilson  
TITLE: City Manager

WITNESSES AS TO  
UNITED WAY OF THE MIDLANDS:

*[Signature]*  
*[Signature]*

UNITED WAY OF THE MIDLANDS

BY: *[Signature]*  
TITLE: CEO

APPROVED AS TO FORM

*[Signature]*  
Legal Department City of Columbia, SC

## APPENDIX A, SCOPE OF SERVICES

The Contractor must fulfill the scope of services for the regional coordination of homeless services in the Midlands including making provisions for supporting and assisting individuals in the Midlands who are currently homeless or individuals or families facing significant economic hardships and at-risk to becoming homeless. The scope of services includes assisting individuals defined as chronically homeless, sheltered and unsheltered clients.

For the new fiscal year, among Contractor's key priorities under the City contract will be to develop plans for new housing and services for unaccompanied youth and long-term homeless populations, and develop recommendations for meal sharing coordination. Contractor will also continue to provide Crisis Intervention Training with Columbia Police Department.

The Contractor's plan must include provisions for men, women, families, women with children and men with children. The Contractor must collaborate throughout the contract term with multiple stakeholders in both the public and private sector including, but not limited to, businesses, corporations, non-profit organizations, faith based groups, health and educational institutions and neighborhood organizations.

Proposed tasks under City Scope of Services (Does not include work performed under federal or private resources)	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/15-9/30/15	9/30/15-12/31/15	1/1/16-3/31/16	4/1/16-6/30/16

Develop innovative housing and services for people who are experiencing long-term homeless				
Cultivate and engage landlord relationship networks				
Identify funding for affordable and specialized housing				
Participate in the City's review of zoning ordinances				

Develop programs for unaccompanied youth				
Create inventory of housing options and best practices				
Convene youth roundtable of local stakeholders and develop action plan				
Resource development for specialized housing and services				

Coordinate with justice systems				
Coordinate with CIT partners to offer a fall training for CPD				
Coordinate street outreach and implement housing placement based on vulnerability				

Coordinate meal sharing programs				
Convene meal sharing advisory group				
Develop recommendations with advisory group				
Update service map and meal sharing locations				
Disseminate information				

Develop mechanism for meal sharing providers to share information to enhance coordination				
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<b>Employment and training promotion</b>				
Develop inventory of job placement and training programs				
Document eligibility of current programs				
Disseminate information and referral purposes				
Analyze gaps in programs and systems				
Make recommendations to address gaps				

<b>Disseminate information</b>				
Work with City staff to prioritize information for distribution				
	<b>Qtr. 1</b>	<b>Qtr. 2</b>	<b>Qtr. 3</b>	<b>Qtr. 4</b>
	7/1/15-9/30/15	9/30/15-12/31/15	1/1/16-3/31/16	4/1/16-6/30/16

<b>Expand Community's Coordinated Assessment System (CAS)</b>				
Expand use of the CAS electronic referral system to all federally funded agencies				
Implement use of prioritization for housing based on client vulnerability				
Fill all veterans housing vouchers (goal 95% occupancy)				

<b>Coordinate 2016 Annual Homeless Count</b>				
Secure county level coordinators and volunteers				
Produce 2016 Count Report				

<b>Reporting and grants management</b>				
Secure contract with City				
First quarter report				
Second quarter report				
Third quarter report				
Establish continuing goals and resource availability for extension				
Fourth quarter report				
Final report per "Deliverables" in RFP instructions				

## APPENDIX B, Budget

The estimated cost for providing the services for the initial term as outlined herein shall not exceed \$140,000.

<b>FY 2015 Homeless Coordination Budget</b>	<b>City Funds</b>	<b>Other Funds</b>	<b>MACH and Agency Contributions</b>	<b>UWM Contributions</b>	<b>Total</b>
HMIS software and security	\$ -	\$ 20,299	\$ -		\$ 20,299
Staff for systems work	\$ 108,238	\$ 217,577	\$ 7,500	\$ 25,000	\$ 325,815
Mileage	\$ 500	\$ 4,000	\$ -		\$ 4,500
Supplies and printing	\$ 500	\$ 1,500	\$ -		\$ 2,000
Meetings	\$ 1,000	\$ 2,000	\$ -		\$ 3,000
Training	\$ 13,000	\$ 5,500	\$ -		\$ 18,500
Program reporting	\$ 16,762	\$ 15,539	\$ -		\$ 32,301
Housing and services provided to clients		\$ 2,785,000	\$ 5,900,000	\$ 1,240,000	
	<b>\$ 140,000</b>	<b>\$ 3,051,415</b>	<b>\$ 5,907,500</b>	<b>\$ 1,265,000</b>	<b>\$ 10,363,915</b>