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RESOLUTION NO.: R-2016-057

Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2016-2017

BE IT RESOLVED by the Mayor and City Council this 16th day of August, 2016, that the City Manager is authorized to execute the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 ($325,000.00) Dollars, Two Hundred and Fifty Thousand and No/100 ($250,000.00) Dollars of which to be used exclusively for security services, equipment, criminal background and outstanding warrant checks on all clients and Seventy-five Thousand and No/100 ($75,000.00) Dollars to be used as general operating funds to cover expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year 2016-2017. *(Funding source: 1018410)*

Requested by:

City Manager

Approved by:

Teresa Wilson

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

Erika D. Moore

City Clerk

Introduced: 8/16/2016
Final Reading: 8/16/2016

Last revised: 8/9/2016
1617080265

STATE OF SOUTH CAROLINA)
) **AGREEMENT BETWEEN THE CITY OF COLUMBIA**
) **AND THE MIDLANDS HOUSING ALLIANCE, INC.**
COUNTY OF RICHLAND) **(2025 Main Street, Columbia, SC)**

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Three Hundred and Twenty-Five Thousand and No/100 ($325,000.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

The City agrees to provide financial assistance to the Midland Housing Alliance (hereinafter "MHA") up to the amount of Three Hundred and Twenty-Five Thousand and No/100 ($325,000.00) Dollars for the City's fiscal year 2016-2017 in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina (the "facility"), subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for MHA to receive such funding:

The term of this Agreement will commence on July 1, 2016, and will end on June 30, 2017.

a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.

b) Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars City funds shall be used by MHA exclusively for security services, equipment, and criminal background and outstanding warrant checks on all clients. Seventy Five Thousand and No/100 ($75,000.00) Dollars will be used as general operating funds to cover expenses as determined by MHA; and,

c) MHA and the Columbia Police Department leadership shall hold regularly scheduled meetings with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and homelessness concerns. Copies of meeting minutes, meeting agenda or meeting notice should be submitted along with payment reimbursement request and,

d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,

e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,

f) MHA will provide to the City MHA's FY16-FY17 budget with designated fund sources prior to City funding being released to MHA; and,

g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will not accept registered sex offenders at its facility for beds and will make registration records from the facility available on an on-going basis to community safety officers looking for certain individuals; and,

i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:

a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.

b. Reports in regard to how Transitions is addressing the Six (6) Homeless Response Goals as adopted by City Council:

- ☐ Coordinate the response to poverty with other agencies
- ☐ Bring humanity to the response to poverty
- ☐ Leverage the power of the community in responding to poverty
- ☐ Institutionalize accountability for providers
- ☐ Meet the unique needs of the individual in need
- ☐ Address downtown impacts

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments as reimbursement for the expense of security criminal background, outstanding warrant checks, and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property by giving written

notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) 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.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City: Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	With a copy to: City Manager City of Columbia P.O. Box 147 Columbia, SC 29217
In the case of the MHA: Chief Executive Officer The Midlands Housing Alliance, Inc. 2025 Main Street Columbia, SC 29201	

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: Teresa B. Wilson
Its: City Manager

Date: 10/27/16

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: Craig J. Currey
Its: Chief Executive Officer

J Mac Bennett
Board Representative

Date: 11/3/2016

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

Missy Caughman - Director
Budget & Program Management Office
1136 Washington Street, Suite 504 Columbia, SC, 29201 • Phone: 803-545-3201 • Fax: 803-545-3137

November 7, 2016

City Clerk's Office

RE: FY 16/17 Midlands Housing Alliance Agreement

Greetings:

Please find enclosed one (1) original signed Agreement for FY 16/17 between the City of Columbia and Midlands Housing Alliance.

Thank you,

rnh
Enclosures