

**RESOLUTION NO.: R-2010-093**

*Authorizing the City Manager to execute an Amendment to the Agreement between the City of Columbia and the Cooperative Ministry extending the term of the Agreement and adding additional provisions to the Agreement*

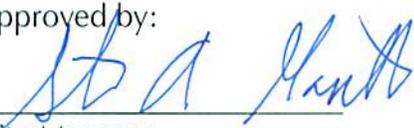
BE IT RESOLVED by the Mayor and City Council this 2nd day of November, 2010, that the City Manager is authorized to execute the attached Amendment to the Agreement between the City of Columbia and the Cooperative Ministry extending the term of the Agreement and adding additional provisions to the Agreement.

Requested by:

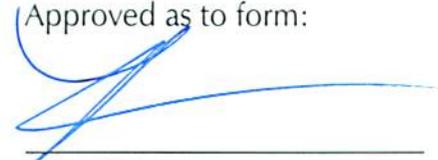
Councilmember Rickenmann

  
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Mayor

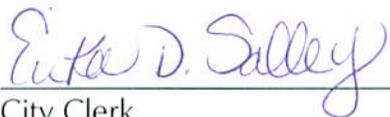
Approved by:

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

Approved as to form:

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

ATTEST:

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

Introduced: 11/2/2010

Final Reading: 11/2/2010

ORIGINAL  
STAMPED IN RED

STATE OF SOUTH CAROLINA)

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FIRST AMENDMENT TO  
SERVICES AGREEMENT

COUNTY OF RICHLAND

THIS FIRST AMENDMENT (hereinafter "this Amendment") is entered into this 2<sup>nd</sup> day of November, 2010 (and is intended to be effective as of such date except with respect to Section 2 of this Amendment, which will be effective as stated in Section 2), between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (hereinafter called the "City"), and The Cooperative Ministry, a South Carolina nonprofit public benefit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Ministry").

WITNESSETH:

WHEREAS, the City and the Ministry entered into a Services Agreement dated October 14, 2009 (the "Shelter Agreement"), wherein the Ministry agreed to provide certain services to assist the City with the City's operation of the City's winter homeless shelter (the "City Shelter") and the City and the Ministry specified the services and other inputs that each party is to provide in connection with the operation of the City Shelter;

WHEREAS, the City has approached the Ministry about amending the Shelter Agreement in order to (i) extend the Term (as defined in the Shelter Agreement) for two additional one-year terms; and (ii) provide that the Ministry will provide internal security at Ebenezer Lutheran Church during the provision of meals at the Church to homeless persons;

WHEREAS, the Ministry is willing to amend the Shelter Agreement as so described in the immediately preceding paragraph but only in strict accordance with the provisions set out in this Amendment;

WHEREAS, the City acknowledges that significant services (the "USC-Provided Services") that are required by the Shelter Agreement have been provided only by virtue of a Ministry subcontract with the University of South Carolina through its School of Medicine, Department of Internal Medicine ("USC") (such contract referred to as the "USC Subcontract") and that USC has not agreed to extend the term of the USC Subcontract so that such term would be co-extensive with the Term of the Shelter Agreement as extended by this Amendment;

WHEREAS, the City further acknowledges that if USC will not extend the term of the USC Subcontract for two additional one-year terms and the Ministry is unable to secure the USC-Provided Services from an alternative source (or sources) suitable to the Ministry, then the extension of the Term of the Shelter Agreement (by two additional one-year terms) will have to be terminated and the Shelter Agreement will terminate on September 30, 2011, unless terminated sooner pursuant to its terms (or both the City and the Ministry agree to renegotiate the terms of such extension).

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree that the terms of the Shelter Agreement will be amended in the following respects *only* (it being the intention of the parties that all provisions of the Shelter Agreement not specifically and expressly amended by this Amendment will remain in effect):

1. Conditional One-Year Extension of Term of Shelter Agreement

(a) Extension. The term of the Shelter Agreement commenced on October 1, 2009, for a term of one year, and because prior to July 31, 2010, neither party gave notice to the other party that it did not desire to extend the Shelter Agreement beyond September 30, 2010, such term automatically extended for an additional one-year term beginning October 1, 2010, and ending September 30, 2011. Pursuant to this Amendment, subject to Section 1(b) immediately below, the Term of the Shelter Agreement will automatically extend for (i) an additional term of one year from October 1, 2011, to September 30, 2012 (the "2011-2012 Term"), unless on

or before July 31, 2011, either party provides written notice to the other party that it does not desire to extend the Shelter Agreement beyond September 30, 2011, and (ii) if the parties perform the 2011-2012 Term, then for another additional term of one year from October 1, 2012, to September 30, 2013 (the "2012-2013 Term"), unless on or before July 31, 2012, either party provides written notice to the other party that it does not desire to extend the Shelter Agreement beyond September 30, 2012 (the definition of the "Term" to be modified accordingly). The 2011-2012 Term and the 2012-2013 Term are referred to as the "Extension Terms."

(b) Conditions to Extension. During the Extension Terms, the City will be responsible for providing the services that the City was responsible for pursuant to Exhibit B of the Shelter Agreement, and the Ministry will be responsible for providing the services that the Ministry was responsible for pursuant to Exhibit A of the Shelter Agreement. The City acknowledges that the Ministry (i) does not have the staffing or infrastructure necessary for providing the USC-Provided Services that are set forth in Exhibit A of the Shelter Agreement and (ii) has heretofore been able to provide the USC-Provided Services only by virtue of, and pursuant to, the USC Subcontract. The City acknowledges that the USC Subcontract expires September 30, 2011, and that USC has not agreed to extend the term of the USC Subcontract so that the term of the USC Subcontract would be co-extensive with the Term of the Shelter Agreement as extended by this Amendment. The City further acknowledges that if prior to July 31, 2011, USC will not extend the term of the USC Subcontract for two additional one-year terms on terms suitable to the Ministry and the Ministry is unable to secure the USC-Provided Services from an alternative source (or sources) suitable to the Ministry, then: (i) the Ministry will be unable to provide all of the services required by Exhibit A of the Shelter Agreement; and accordingly (ii) the Extension Terms will be revoked and the Shelter Agreement will terminate on September 30, 2011, unless terminated sooner pursuant to the terms of the Shelter Agreement (or unless the parties agree to renegotiate the terms of such extension).

## 2. Provision of Security Services

(a) Meals are provided to Salvation Army clientele and other persons by a cooperative effort of the City, the Salvation Army and Ebenezer Lutheran Church ("ELC") at Ebenezer Lutheran Church, 1301 Richland Street, Columbia, South Carolina. From the day after the City and the Ministry have both executed this Amendment until September 30, 2011 (and from October 1, 2011, through December 31, 2011, if the Shelter Agreement is extended for the 2011-2012 Term), the Ministry will provide internal security services (by subcontract) at ELC only to the following extent, at the following location and during the following times:

(i) The Ministry will provide such internal security services only within that internal space within Ebenezer Lutheran Church known as the Parish Life Center (the "Meal Area"). The Ministry will not be responsible for any security outside of the Meal Area (by way of example and without limitation, the Ministry will have absolutely no responsibility for external or outside security or any other areas within Ebenezer Lutheran Church).

(ii) The Ministry will provide such internal security services only from 3:30 p.m. to 6:30 p.m. for seven (7) days each week ("Meal Hours"). If for any reason a scheduled meal is not served, the Ministry will have no responsibility to provide security during such time.

(iii) The Ministry will subcontract with a security firm to provide two (2) guards at the Meal Area during the Meal Hours.

The Ministry does not make any implied or express warranty that the foregoing security provisions are adequate or sufficient for the purposes of the City, the Salvation Army or ELC. Such security services will be deemed to be added to Exhibit A of the Shelter Agreement effective on the day after the City and the Ministry have both executed this Amendment. The Ministry's obligation to provide such security will absolutely terminate on December 31, 2011 (unless sooner terminated pursuant to this Amendment), and the Ministry will thereafter have no further responsibility for such security.

(b) As a result of the Ministry's agreement to provide security services as stated in Section 2(a), the City has agreed to increase the Contract Fee for the term ending September 30, 2011, from \$485,000.00 to

\$535,000.00 and has agreed to set the Contract Fee for the 2011-2012 Term at \$498,000.00 and for the 2012-2013 Term at \$502,000.00. The Shelter Agreement remains a fixed-price contract (that is, the City will pay the Contract Fee to the Ministry and the Ministry will be solely responsible for all of the Ministry's costs in performing the Ministry's obligations hereunder and will not account to the City for specific costs incurred).

3. Changes in Financial Terms. Section 5 of the Shelter Agreement will be amended to read as follows:

(a) For each year of the Term, the City will pay the Ministry an annual fee in the amount set forth immediately below ("Contract Fee"), for the services provided pursuant to Exhibit A of the Shelter Agreement:

(i) The City paid an annual fee to the Ministry in the amount of \$485,000.00 for the initial year of the Term.

(ii) The City will pay to the Ministry a Contract Fee for the one-year period beginning October 1, 2010, and ending on September 30, 2011, in the amount of \$535,000.00.

(iii) If the Shelter Agreement is extended for the 2011-2012 Term, the City will pay to the Ministry a Contract Fee for the 2011-2012 Term, in the amount of \$498,000.00.

(iv) If the Shelter Agreement is extended for the 2012-2013 Term, the City will pay to the Ministry a Contract Fee for the 2012-2013 Term, in the amount of \$502,000.00.

(b) The City will pay to the Ministry the Contract Fee for the one-year period beginning October 1, 2010, and ending on September 30, 2011, in two installments: one in the amount of \$267,500.00 that is due (absolutely and without setoff) on October 15, 2010, and the second in the amount of \$267,500.00 that is due (absolutely and without setoff) on January 15, 2011. If the Shelter Agreement is extended for the 2011-2012 Term, the City will pay to the Ministry the Contract Fee for the 2011-2012 Term, in two installments: one in the amount of \$249,000.00 that is due (absolutely and without setoff) on October 15, 2011, and the second in the amount of \$249,000.00 that is due (absolutely and without setoff) on January 15, 2012. If the Shelter Agreement is extended for the 2012-2013 Term, the City will pay to the Ministry the Contract Fee for the 2012-2013 Term, in two installments: one in the amount of \$251,000.00 that is due (absolutely and without setoff) on October 15, 2012, and the second in the amount of \$251,000.00 that is due (absolutely and without setoff) on January 15, 2013.

(c) The City will make such payments to the Ministry or in such other manner as the Ministry may direct in writing to the City.

(d) The services and facilities to be provided by the City (as set forth on Exhibit B of the Shelter Agreement) will be provided at the sole expense of the City and will be in addition to the Contract Fees paid to the Ministry by the City pursuant to Section 3(a) of this Amendment.

4. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on the Ministry's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Amendment.

(b) The City has duly authorized the execution, delivery and performance of this Amendment and this Amendment has been duly executed and delivered by the City.

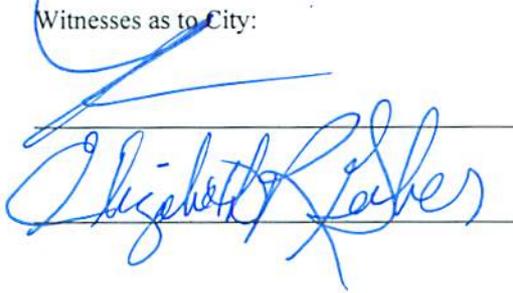
5. Representations by Ministry. The Ministry makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) The Ministry is a nonprofit public benefit corporation duly formed under the laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Amendment.

(b) The Ministry has duly authorized the execution, delivery and performance of this Amendment and this Amendment has been duly executed and delivered by the Ministry.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

Witnesses as to City:

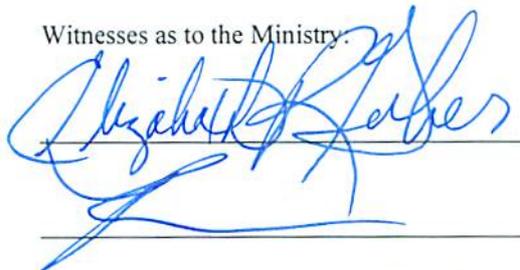
  
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CITY OF COLUMBIA

By:   
\_\_\_\_\_

Steve A. Gantt, ~~Interim~~ City Manager

Witnesses as to the Ministry:

  
\_\_\_\_\_

THE COOPERATIVE MINISTRY

By:   
\_\_\_\_\_

David Kutz, Executive Director

Federal Identification Number: 57-0825025

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**SERVICES AGREEMENT**

THIS AGREEMENT (hereinafter "this Agreement") is entered into this 14<sup>th</sup> day of October, 2009, between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (hereinafter called the "City"), and The Cooperative Ministry, a South Carolina nonprofit public benefit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Ministry").

**WITNESSETH:**

WHEREAS, the City has itself operated a winter homeless shelter at certain locations within the geographic limits of the City for the previous three years;

WHEREAS, the City has recently requested that the Ministry provide certain services to assist the City with the operation of the City's winter homeless shelter (the "City Shelter");

WHEREAS, the City and the Ministry are entering into this Agreement to specify the services and other inputs that each party will provide in connection with the operation of the City Shelter.

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Employment of Ministry; Consent to Subcontracting.

(a) The City hereby engages the Ministry to assist the City with the operation of the City Shelter. The Ministry agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in Exhibit A. The Ministry's duties with respect to the City Shelter shall be strictly limited to those duties expressly set out in this Agreement.

(b) The City acknowledges that the Ministry does not have the staffing or infrastructure necessary for providing all of the services set forth in Exhibit A. The City accordingly consents to the Ministry's subcontracting of any of those services to other providers. Although the City's consent in no way relieves the Ministry from its responsibilities under this Agreement, the City's remedy for a breach of this Agreement resulting from a subcontractor's failure to perform under its contract with the Ministry shall be limited to terminating this Agreement.

(i) Specifically the City consents to the Ministry's subcontracting to the University of South Carolina through its School of Medicine, Department of Internal Medicine ("USC") all case management and translational research services and all other functions and services specified in that certain Contract for Case Management and Translational Research Services between the Ministry and USC of even date (or approximately even date) herewith (a copy of which has been

provided to the City (such contract being referred to as the "USC Agreement"). The City recognizes that the Ministry will rely solely on USC for the performance of such services.

(ii) The City also consents to the Ministry's subcontracting of laundry and internal security services to third-party providers selected by the Ministry.

2. Services and Funding of City Shelter by City. The City agrees to provide in a commercially reasonable manner the services and funding to the operation of the City Shelter as set forth herein in Exhibit B.

3. Term. The term of this Agreement will commence on October 1, 2009, and will end on September 30, 2010; provided that this Agreement will automatically extend for an additional term of one year from October 1, 2010, to September 30, 2011, unless on or before July 31, 2010, either party provides written notice to the other party that it does not desire to extend this Agreement beyond September 30, 2010 (the "Term").

4. Understandings of Ministry and City. In entering into this Agreement, agreeing to the funding limit for the performance of such duties, and agreeing to the scope of services set out in Exhibit A, the Ministry has made and relied upon the following understandings:

(a) The number of persons staying at the City Shelter will not exceed 240 per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the City Shelter).

(b) The City Shelter will be operated for not more than the period beginning November 1 and ending on the following March 31 at its current location of 191 Calhoun Street, Columbia, South Carolina. The normal hours of operation shall be daily from 6:00 o'clock p.m. to 9:00 o'clock a.m.

(c) USC will perform the USC Agreement in accordance with its terms and will perform the USC Agreement for a term that is co-extensive with the Term.

The City acknowledges these understandings and agrees that the accuracy of each of such understandings will be a condition to the obligation of the Ministry to continue to perform under this Agreement.

5. Payment to Ministry.

(a) The City will pay an annual fee to the Ministry in the amount of Four Hundred Eighty Five Thousand Dollars (\$485,000.00) for each year of the Term ("Contract Fee"). The City has appropriated the sum of Four Hundred Eighty Five Thousand Dollars (\$485,000.00) for the payment of such fees for the one-year period beginning October 1, 2009, and ending on September 30, 2010.

(b) The City will pay the Contract Fee for the one-year period beginning October 1, 2009, and ending on September 30, 2010, in two installments: one in the amount of Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00) that is due on October 15, 2009, and the second

in the amount of Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00) that is due on January 15, 2010. If this Agreement is extended for the additional one-year period beginning October 1, 2010, and ending September 30, 2011, then the City will pay the Contract Fee for such one-year period beginning October 1, 2010, and ending on September 30, 2011, in two installments: one in the amount of Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00) that is due on October 15, 2010, and the second in the amount of Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00) that is due on January 15, 2011.

(c) The City will make such payments to the Ministry or in such other manner as the Ministry may direct in writing to the City.

(d) The services and facilities to be provided by the City (as set forth on Exhibit B) will be provided at the sole expense of the City and will be in addition to the fees paid to the Ministry by the City pursuant to Section 5 of this Agreement.

6. Findings Confidential. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Ministry (or any subcontractor) under this Agreement are confidential and the Ministry agrees that they will not be made available to any individual or organization without the appropriate prior written approval or as required by federal or state law. The Ministry will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement.

7. Amendments. The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (where applicable) (a) in the case of the City, by the City's governing body or (b) in the case of the Ministry, by the Ministry's board of directors or the executive committee of the Ministry's board of directors.

8. Assignment and Subcontracting. Although the Ministry may subcontract certain services to other contractors, the Ministry will not assign the entire Agreement without the prior written consent of the City.

9. Termination of Agreement for Cause.

(a) If (i) the Ministry materially defaults on any obligation of the Ministry under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice of such default from the City or (ii) the Ministry has previously received at least two rights to cure the same default, then the City will thereupon have the right to terminate this Agreement by giving written notice to the Ministry of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Ministry will not, by virtue of such termination, be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Ministry.

(b) If (i) the City materially defaults on any obligation of the City under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice of such

default from the Ministry or (ii) the City has previously received at least two rights to cure the same default, the Ministry will thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the City will not, by virtue of such termination, be relieved of liability to the Ministry for damages sustained by the Ministry by virtue of any breach of this Agreement by the City.

10. Voluntary Termination. 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.

11. Termination by Ministry Due to Subcontract. In the event that USC terminates the USC Agreement or materially fails to perform its obligations under the USC Agreement, the Ministry may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

12. Interest of Ministry. The Ministry covenants that the Ministry presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

13. Equal Employment Opportunity. In carrying out the program, the Ministry will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Ministry will take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action will 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 Ministry will 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 Ministry will state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Ministry will incorporate requirements in all subcontractors for program work.

14. 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.

15. Compliance With Laws.

(a) In performing its obligations hereunder, the Ministry will comply with all applicable federal, state and local laws and ordinances.

(b) In performing its obligations hereunder, the City will comply with all applicable federal, state and local laws and ordinances.

16. Personnel.

(a) The Ministry has secured, or will secure, directly or through the Ministry's subcontractor and at the Ministry's expense, all personnel needed for performance of the services required of the Ministry under this Agreement.

(b) The City has secured, or will secure, at the City's expense, all personnel needed for performance of the services required of the City under this Agreement.

17. Representations by City. The City makes the following affirmative representations as the basis for the undertakings on the Ministry's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

18. Representations by Ministry. The Ministry makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) The Ministry is a nonprofit public benefit corporation duly formed under the laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The Ministry has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the Ministry.

19. Third Party Beneficiary. Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

20. Giving of Notice. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement will be in writing and will be delivered or sent by

registered or certified mail postage prepaid or by commercial messenger 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 Ministry: Executive Director  
The Cooperative Ministry  
3821 West Beltline Blvd.  
Columbia, SC 29204

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

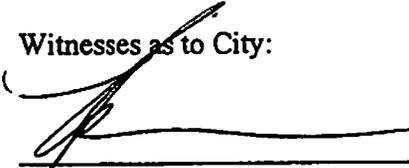
21. South Carolina Law. The laws of the State of South Carolina will govern the construction of this Agreement.
22. Status of Ministry. The Ministry will perform its duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by the Ministry of any function, duty or responsibility as an agent of the City will not in any manner affect the status of the Ministry as an independent contractor under this Agreement.
23. No Partnership. Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and the Ministry, including any successors or assigns of the Ministry.
24. Approvals of City. Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.
25. City to Handle Procurement for Ministry. The City will be solely responsible for, and will assign a City employee to handle, all procurement on behalf of the Ministry, except for (a) any liability insurance policy obtained by the Ministry and (b) recurring purchases as agreed to by the City and the Ministry.
26. Understanding Regarding Documents and Information. Notwithstanding any other provision of this Agreement, the Ministry shall not be required to obtain or provide to the City or any other person any information that is not in the possession of the Ministry. The City understands that certain analyses, reports, data and other information and documentation will be generated by USC pursuant to the USC Agreement and that the Ministry will have no obligation to obtain such

information and documentation or to provide such information and documentation to the City.

[SIGNATURE PAGE FOLLOWS]

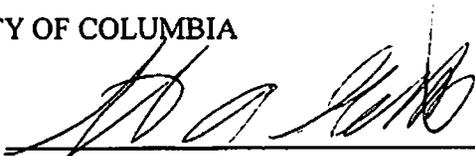
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Witnesses as to City:

  
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\_\_\_\_\_

CITY OF COLUMBIA

By:

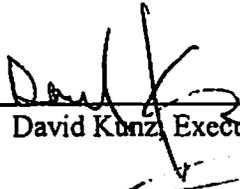
  
\_\_\_\_\_  
Steven A. Gantt, Interim City Manager

Witnesses as to the Ministry:

  
\_\_\_\_\_  
  
\_\_\_\_\_

THE COOPERATIVE MINISTRY

By:

  
\_\_\_\_\_  
David Konz, Executive Director

Federal Identification Number: 57-0825025

**Exhibit A**  
**Services to be Performed by the Ministry**

A. The Ministry agrees to provide the following services to assist the City with the operation of the City Shelter:

(1) Provide on-site services at the City Shelter to a maximum of 240 City Shelter clients or homeless persons per night during the City Shelter's hours of operations from 6:00 p.m. to 9:00 a.m., including:

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- Coordination of client check-in;
- Overall shelter management, coordination of daily operations and services budgeted for in Exhibit C;
- Collect data on Shelter clients;
- Provide oversight for the shelter staff and client work program staff; and
- Promote the health, safety and the overall well being of City Shelter clients by utilizing a triage system to ensure that critical needs are addressed first.

(2) Provide case management services for the City Shelter during normal business operating hours.

(3) Establish policies and procedures for the provision of case management services to the City Shelter.

(4) Complete data entry into the HUD Homeless Management Information System (HMIS) for City Shelter clients.

(5) Provide case management services to 75 City Shelter clients or homeless persons and benefits advocacy to a minimum of 75 City Shelter clients or homeless per year, with the overall goal of decreasing the duration of homelessness and promoting improved health outcomes. Services may include:

- Assessment of tenant/potential or previous landlord issues;
- Assistance with transition to other available housing when available and appropriate;
- Providing information regarding mental health and substance abuse services;
- Providing information regarding primary health care; and
- Providing information regarding mainstream benefits and resources.

(6) Provide interior security at the City Shelter during hours of operation.

(7) Coordinate volunteer services and donations.

(8) Notify the City of the need for an overflow shelter facility as soon as reasonably practicable and consistently with procedures (including criteria, triggering and ending events) developed by the City in consultation with the Ministry in order to provide sufficient notice to

prepare such facility and arrange for City staff to support the designated overflow facility. See paragraph 6 of Exhibit B.

#### B. Method of Providing Services

(1) Supportive services will be provided through a two tiered level of service: benefits advocacy and case management. The level of service provided and all associated services will be at the discretion of the case manager.

(2) Case management clients will have an individualized service plan created with measurable goals and outcomes and will have regular meetings with the case manager. While the focus of these services is primarily on increasing income, securing housing and improving health, the specifics of these service plans are to be determined by the case manager.

#### C. Translational Research

(1) Type II translational research will be conducted to increase the understanding of issues related to homelessness and to improve clinical practice, case management services, mental health and substance abuse services. Projects will be developed to recruit from the City Shelter clients and other homeless persons for participation, since many of these people are underrepresented groups in existing research. Research will focus on behavior and health, specifically access to care, chronic and acute health conditions, mental health and substance use, etiology of homelessness and factors influencing the predisposition and factors decreasing the likelihood of transitioning to homelessness. Examples of research methods to be used are surveys related to health and access to care, in depth interviews to determine individual and structural level barriers, assessments of substance use and mental health issues, as well as cognitive impairment and life history of violence and traumatic events.

(2) All proposed research projects will be reviewed and approved by the USC Institutional Review Board, as well as the IRB from any collaborating entity and will conform to national standards for ethics and appropriate treatment of research participants. Participation in all projects will be strictly voluntary and will in no way, impact a client's ability to access services or to reside in the shelter.

(3) All data collected for translational research will be managed and stored on USC media using the School of Medicine approved methods to ensure compliance with HIPAA and other privacy laws and regulations. Additionally, data stored for research purposes will be de-identified and stored in compliance with national and international standards for research data management and storage under the approval of the relevant institutional review boards.

(4) Any information collected and stored on USC-owned equipment while performing the services of this contract and the results of any analyses of this information are the exclusive property of USC. USC has the sole discretion as to the use of this information.

**Exhibit B**  
**Services and Funding to be Provided by City of Columbia**

The City agrees to provide the following services, funding or other inputs to the operations of the City Shelter:

1. Provide the City's current shelter facility located at 191 Calhoun Street, Columbia, South Carolina as a shelter facility for homeless persons (and related services as provided in Exhibit A) throughout the Term provide necessary maintenance and repairs to ensure that such facility meets all of the following requirements throughout the Term:

- (a) Have sufficient space for beds for 240 clients;
- (b) Have adequate and reasonable toilet and shower facilities;
- (c) Be entirely weather-proof (i.e., no moisture or cold air penetration);
- (d) Be free of all pests, mold and other environmental hazards;
- (e) Have a working heating system that is adequate for the facility; and
- (f) Be compliant with all applicable zoning laws, building codes, fire codes and other state, federal or local laws or regulations applicable to such facilities.

Upon written request of the Ministry, provide all necessary maintenance and repairs to the City Shelter facility in order to ensure that such facility at all times satisfies the above requirements and all necessary repairs to beds within the City Shelter facility.

- 2. Pay water, sewer, electric, and telephone (excluding long distance charges) utilities incurred in the designated winter shelter.
- 3. Provide funding as provided in Section 5 of this Agreement.
- 4. Provide security for the exterior of the City Shelter facility through the use of the City's Police Department or a security firm retained by the City.
- 5. Provide casualty insurance for the City Shelter facility insuring the structure against fire, storm, vandalism and other casualty.
- 6. Arrange, through its Parks and Recreation Department, use of City facilities to provide shelter for all overflow clients (that is, clients in excess of the capacity of the City Shelter facility). See paragraph (8) of Exhibit A.
- 7. Transportation for clients will be subcontracted out to a third party.

**Exhibit C**  
**Budget for Operations by Ministry**

See attached (\*\*excludes City services and inputs required by Exhibit B\*\*)

USCSM, Department of Medicine  
Supportive Housing Services  
The Cooperative Ministry  
City of Columbia Homeless Services Shelter  
DRAFT Proposal FY 2010 - 2012

Position/Category	Narrative Justification	FY 2010 Salary	Project Salary	Fringe	Year 1 Total	FY 2011 Salary	Project Salary	Fringe	Year 2 Total
<b>1. Personnel:</b>									
a Shelter Staff	Supervises shelter and clients overnight 1:00a-9:00a x 155 days @ \$12/hr 5:30p-1:30a x 155 days @ \$10/hr 5:30p-11:00p x 155 days @ \$9/hr	34,953	34,953	3,495	38,448	34,953	34,953	3,495	38,448
b HR/Purchasing Staff (0.15 FTE) Akili Harris	Hires, negotiates subcontracts, purchases supplies, processes paperwork and ensures compliance	66,800	9,185	2,104	11,289	68,804	10,321	2,167	12,488
c Volunteer/Meals/Donations Coord. D. Westerkam (0.15 FTE)	Coordinates volunteers for shelter and donations of items for clients (snacks, meals, hygiene kits, etc.)	5,000	5,000	458	5,458	5,500	5,500	496	5,996
d Client Work Program (cleaning, setup, etc.)	\$8/hr. x 8 hours x 155 days - cleaning services for shelter	9,920	9,920	992	10,912	10,880	10,880	1,088	11,968
<b>Total Personnel</b>					<b>66,107</b>				<b>68,900</b>
<b>2. Contracted Services:</b>									
a Laundry for shelter linens	37,000 lbs. x \$0.74 per lb.				27,380				27,380
b Security	Security firm for interior from 6:00p - 7:00a (15 hrs./day x 155 days @ \$19/hr.				44,175				44,175
<b>Total Contracted Services</b>					<b>71,555</b>				<b>71,555</b>
<b>3. Supplies</b>									
a Light breakfast foods	Coffee, fruit, water & breakfast bar				25,000				20,000
b Cleaning & client supplies	Cleaning supplies, towels, sheets, incidentals (soap, hygiene kits, etc.)				25,786				20,000
<b>Total Supplies</b>					<b>50,786</b>				<b>40,000</b>
<b>4. Other Expenses:</b>									
a Bus Tickets	Transportation for clients				6,000				6,000
b Liability Insurance	\$1,860/mo. For 5 months (year 1)				9,300				11,704
<b>Total Other Expenses</b>					<b>15,300</b>				<b>17,704</b>
<b>Total Direct Costs</b>					<b>203,748</b>				<b>198,159</b>
TCM Indirect Costs (10%)					20,375				19,816
<b>Total Budget</b>					<b>\$ 224,123</b>				<b>\$ 217,975</b>

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Position/Category	Narrative Justification	Total Salary	FY 2010 Salary	Fringe	Year 1 Total	FY 2011 Salary	Project Salary	Fringe	Year 2 Total
Case Manager (1.0 FTE) TBD	Provides housing placement and supportive services.	33,000	31,625	11,069	42,694	33,990	33,990	11,897	45,887
Lead Case Manager (1.0 FTE)	Provides housing placement and supportive services.	38,000	36,417	11,289	47,706	39,140	39,140	12,133	51,273
Shelter Coordinator (1.0 FTE)	Provides overall shelter management, coordination of night staff, repairs and daily operations.	56,000	53,667	17,173	70,840	57,680	57,680	18,458	76,138
Assistant Director (0.15 FTE) Chad Higgins	Provides oversight and coordination for services including shelter management and case management.	44,718	6,428	2,057	8,485	46,060	6,909	2,211	9,120
Director (0.15 FTE) David Parker	Completes reports, responsible for overall management, services, subcontracts and monitoring and evaluation.	84,000	12,075	3,019	15,094	86,520	12,978	3,245	16,223
HMIS & Data Entry (1.0 FTE) TBD	Enters all shelter and service data into HMIS, generates reports, data management.	30,000	27,500	9,625	37,125	30,900	30,900	10,815	41,715
<b>Total Personnel</b>					<b>221,944</b>				<b>240,355</b>
Cell Phone	Staff cell phone for on-call rotation				1,200				1,200
Rent/utilities	Contribution toward current office location (\$1,000 / month)				12,000				12,000
Office Supplies/Postage	For use by program staff (includes copier, paper, long distance)				1,200				1,200
Furniture for new staff	Office furniture for new staff			1 time expense	2,500				0
PCs & Software	4 PCs, printer @ 1,200; Software @ 1,300	1 time expense		1 time expense	10,000				0
Travel/Training	Training & client based services mileage reimbursement				2,000				2,000
<b>Total Other</b>					<b>28,900</b>				<b>16,400</b>
<b>Total Direct Costs</b>					<b>250,844</b>				<b>256,755</b>
<b>USC Indirect Costs (4%)</b>					<b>10,034</b>				<b>10,270</b>
<b>USC Total</b>					<b>260,877</b>				<b>267,025</b>