

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2022-088

*Authorizing the City Manager to execute Professional Services Agreement for the
Rapid Shelter Columbia & Overflow Program between the City of Columbia and the Salvation Army for
Fiscal Year 2022-2023*

BE IT RESOLVED by the Mayor and City Council this 4th day of October, 2022 that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and the Salvation Army, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Three and 68/100 (\$289,563.68) Dollars for the fiscal year 2022-2023 in support of the Salvation Army's partnership with the Columbia Housing Authority to operate the Rapid Shelter & Overflow Program.

(Funding source: 1018410/638303).

Requested by:

Assistant City Manager Gentry

Approved by:

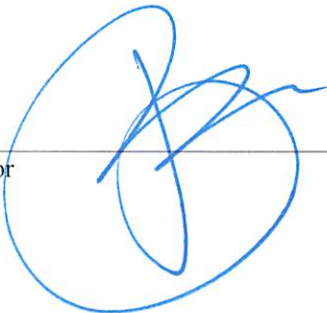

City Manager

Approved as to form:


City Attorney

Introduced: 10/4/2022

Final Reading: 10/4/2022


Mayor

ATTEST:

City Clerk

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 4th day of October, 2022 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Salvation Army (hereinafter called the "Professional").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Three and 68/100 (\$289,563.68) Dollars as specified in Appendix A, Rapid Shelter Columbia & Overflow.

The decision to request Professional 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. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, 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 submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. 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 agreed upon deliverables stated in Appendix A.

D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional 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 Professional.

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 organizations, 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

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

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 professional 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 FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this contract shall become the possession of the City.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. INTEREST OF PROFESSIONAL

The Professional 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 Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional 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 Professional has provided 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.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall 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 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 Professional 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 Professional shall 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 Professional will incorporate requirements in all subcontracts for program work.

15. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

16. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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, Food Services Rapid Shelter Columbia and Overflow.

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

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

WITNESSES AS TO CITY:

Tisha Cator
Pamela A. Benjamin

CITY OF COLUMBIA

BY:

Teresa B. Wilson
Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
9/30/2022

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

Regina Adams
Pamela Griffin

The Salvation Army, a Georgia Corporation

BY: ☒

[Signature]

JAMES K. SEILER

ITS:

Treasurer

Federal ID NO.: FBI NO. 58-0660607

Appendix A Rapid Shelter Columbia Food Services October 1, 2022 through September 30, 2023



Rapid Shelter Columbia & Overflow

Food Services

FY 22-23 BUDGET

Expense

Staffing

3 PT Kitchen Assistants

29 Hrs/Wk @ \$11/Hr (3 PT)	\$49,764.00
Taxes/Benefits (3 PT)	\$15,900.00
(\$5300/position)	
Subtotal:	\$65,664.00

Current Assumptions

\$2.30/meal
100 average/night in Overflow when
open - weather related
50 people in Pallett houses
Transport meals 2-3 x/day

Transportation

1 Rental Vehicle

Rental Fee	\$16,800.00
Operating	\$6,000.00
Insurance	\$3,000.00
Subtotal:	\$25,800.00

Food Costs - Rapid Shelter Columbia

3 Meals/Day for 365 Days	\$125,925.00
\$2.30/meal	
150 meals/day	
365 days/year	
Subtotal:	\$125,925.00

Food Costs - Overflow

2 Meals/Day for 80 Days	
\$2.30/meal	\$36,800.00
200 meals/day	
80 days	
Subtotal:	\$36,800.00

Equipment

Food Transportation Equipment	\$2,000.00
Kitchen Equipment	\$2,000.00
Subtotal:	\$4,000.00

Overhead

Use of Transitions Utilities 7 Months	\$350.00
\$50 per Month	

Additional SA Costs

Support Service 10%	\$25,853.90
Statewide Service 2%	\$5,170.78
Total:	\$31,024.68

Grand Total for Program: \$289,563.68



RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

**MINUTE NO. PL029A
EFFECTIVE 05/15/1996**

The Salvation Army in the United States works cooperatively with many groups – governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups – in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provision of its contracts and agreements.

Issued by the authority of the Territorial Commander

CC: May 1996 (pp. 217-217, 220)
October 2018 (. pp. 371-373) - title change only

Colonel Ralph Bukiewicz
Chief Secretary

TFC: Interim December 19, 2018
Final December 20, 2018