

ORIGINAL  
STAMPED IN RED

RESOLUTION NO.: R-2023-076

*Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Salvation Army*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 5<sup>th</sup> day of September, 2023, that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and Salvation Army, or on a form to be approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Forty-six Thousand Two Hundred Twenty-six and 41/100 (\$346,226.41) Dollars as specified in Appendix A, Rapid Shelter Columbia & Overflow for the fiscal year 2022-2023. (*Funding Source: American Rescue Plan Rapid Shelter 2619999 ARPA202205*).

Requested by:

City Manager

Approved by:



City Manager

Approved as to form:



City Attorney

Mayor



ATTEST:



City Clerk

Introduced: 9/5/2023

Final Reading: 9/5/2023

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

THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Salvation Army (hereinafter called the "Professional").

**W I T N E S S E T H:**

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 Three Hundred Forty-Six Thousand Two Hundred Twenty-Six and 41/100 (\$346,226.41) 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](mailto: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. 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.

#### **14. 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.

#### **15. 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.


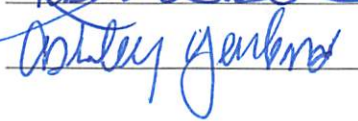
**16. PERSONNEL**

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.

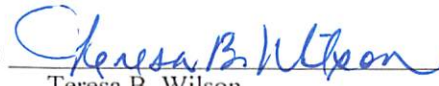
WITNESSES AS TO CITY:

**CITY OF COLUMBIA**

BY:

ITS:

  
Teresa B. Wilson

City Manager

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC  
09/12/2023

WITNESSES AS TO PROFESSIONAL:

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

\_\_\_\_\_  
Salvation Army

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



## Rapid Shelter Columbia & Overflow

Food Service Budget

ANNUAL BUDGET

July 2023-June 30, 2024

### Income

City of Columbia	<u>\$346,226.41</u>
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### Expense

#### Staffing

3 PT Kitchen Assistants	
\$17,010 29 Hrs/Wk @ \$11.28/Hr (3 PT)	\$51,030.72
Taxes/Benefits (3 PT)	\$15,900.00
(\$5300/position)	
Subtotal:	<u>\$66,930.72</u>

#### Current Assumptions

\$3.20/food cost per meal  
100 average/night in Overflow when  
open - weather related  
50 people in Pallett houses  
Transport meals 3 x/day  
Overflow open 80 days Nov-Mar

#### Transportation

Operating	\$6,000.00
Insurance	\$3,000.00
Subtotal:	<u>\$9,000.00</u>

#### Food Costs - Rapid Shelter Columbia

3 Meals/Day for 365 Days	\$175,200.00
\$3.20/meal	
150 meals/day	
365 days/year	
Subtotal:	<u>\$175,200.00</u>

#### Food Costs - Overflow

2 Meals/Day for 80 Days	
\$3.20/meal	\$51,200.00
200 meals/day	
80 days	
Subtotal:	<u>\$51,200.00</u>

#### Equipment

Food Transportation Equipment	\$2,000.00
Kitchen Equipment	\$2,000.00
Subtotal:	<u>\$4,000.00</u>

#### Overhead

Use of Transitions Utilities 7 Months	<u>\$2,800.00</u>
\$400 per Month	
Electricity, Gas, Cooler, Freezer, etc.	
Charging for April-Oct (not Overflow months)	

#### Additional SA Costs

Support Service 10%	\$30,913.07
Statewide Service 2%	<u>\$6,182.61</u>
Total:	<u>\$37,095.69</u>

Grand Total for Program:	<u>\$346,226.41</u>
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