

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2023-077


Ratifying and Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and The Midlands Housing Alliance, Inc. for Rapid Shelter Columbia and Rapid Shelter Columbia Overflow for Fiscal Year 2023-2024

BE IT RESOLVED by the Mayor and City Council this 5th day of September, 2023, that the City Manager's execution of the attached Contract for Professional Services 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 One Hundred Twenty-six Thousand Five Hundred Ninety-one and 80/100 (\$126,591.80) Dollars as specified in Appendix A, Rapid Shelter Program and Two Hundred Sixty-six Thousand Seven Hundred Ninety-nine and No/100 (\$266,799.00) Dollars as specified in Appendix B, Rapid Shelter Overflow for the fiscal year 2023-2024 is hereby ratified and approved. *(Funding Source: Homeless Services 1014501).*

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

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 and Appendix B.
- 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 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, Scope of Services Rapid Shelter Columbia and Appendix B Rapid Shelter 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.

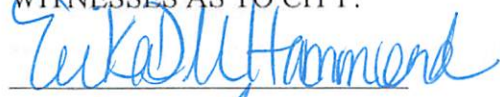

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

basic professional services contract
5/9/2005

APPROVED AS TO FORM


Legal Department City of Columbia, SC
08/03/2023

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: 

ITS: City Manager

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

BY: _____

ITS: _____

Federal ID NO.: _____

Appendix A
Rapid Shelter Columbia
Scope of Services
July 1, 2023 through June 30, 2024

Services to be provided:

- **Outreach** - identifies and engages people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets.
 - Opioid prevention resources will be distributed as part of the existing outreach efforts to encampments of individuals experiencing homelessness within the City. This team will serve around 165 clients, 130 of whom would likely report substance abuse. An opioid risk assessment will be done on all initial engagements with individuals experiencing homelessness. Monthly Reimbursements provided with supporting documentation.
 - All client demographic and engagement services will be entered into HMIS in order to run appropriate reports for outcome purposes.
 - Quarterly Reports with final report including cumulative numbers.
- **Travel Vouchers** – will be used as best practices for those individual experiencing homelessness who have support systems in other states or to return to their natural origin.
 - Monthly Reimbursements will attach original spreadsheet.

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Case Managers (City's Lead Outreach Specialist & Evening Outreach Specialist to engage the chronically sheltered)	\$ 81,000.00	2 full-time equivalent (FTE), exempt employees with a bachelor degree in social work/human services or related field experience.
Fringe Benefits @ 21%	\$ 17,010	FICA, employer share of health insurance, employer retirement match
Diversionsary Cost	\$ 3,500	VP of Programs
Total Salaried Personnel Expenses:	\$ 101,510.00	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Worker's Comp Insurance	\$ 2,228.00	Estimate based on total salaries/100 X \$2.75
Bus Tickets	\$ 10,000.00	Bus Tickets
Auto Insurance	\$ 600.00	Outreach Vehicle
Vehicle Maintenance/Gas	\$ 1,200.00	Outreach Vehicle
Total Operating Expenses:	\$ 14,028.00	
Admin Cost	\$ 11,053.80	
Total 2023-2024	\$ 126,591.80	

Appendix B
Rapid Shelter Columbia Overflow
Scope of Services
July 1, 2023 through June 30, 2024

Services to be provided:

- To provide all staff and services at Rapid Shelter Columbia Overflow (RSCO) of approximately 80 operating nights. Monthly Reimbursements provided with supporting documentation
- **Opioid Specific** - An opiod risk assessment will be done on all initial engagements with individuals experiencing homelessness at RSCO, data will be entered into HMIS, and appropriate referrals will be made. This effort is led by RSCO Manager and the Outreach Team.
- Program outcomes to be defined in coordination with the City's Director of Homeless Services for FY 2023/2024

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Emergency Case Manager Supervisor	\$42,500	1 full-time equivalent (FTE), exempt employee with a bachelor degree in social work or human services related field. Deputy #1 @ RSCO
RSCO Intake Coordinator	\$26,600	70% of an intake coordinator employee with a bachelor degree in social work or human services related field. Deputy #2 @ RSCO
Volunteer Coordinator	\$2,000	Coordinates Volunteers to work the overflow when open
Additional Support Staff	\$27,600	10% of VP of Programs, 10% Contract & Data, 10% of CEO, 10% Facilities
RSCO Manager	\$32,000	1 contracted individual to coordinate and lead all RSCO efforts under the direct supervision of the Transitions VP of Programs
RSCO House Managers	\$21,760	2 contracted individuals (1-Second Shift, 1-Third Shift) @ \$17/hour...requires 4 House Managers per season total of 15 Overflow Staff
RSCO House Assistants	\$28,800	3 contracted individuals from a total pool of 11 contracted individuals (2-Second Shift, 1-Third Shift) @ \$15.00/hour X 8 hours/day
Fringe Benefits @ 21%	\$37,654	FICA, employer share of health insurance, employer retirement match
Total Salaried Personnel Expenses:	\$218,914.00	

Contract Personnel Expenses		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Custodial/Housekeeping Services	\$10,800.00	Contracted services
Laundry Services	\$10,060.00	Estimate of 400 loads @ \$25.15/load
Holiday Pay	\$2,250.00	Thanksgiving Day, Christmas Eve, and Christmas Day
Total Contract Personnel Expenses:	\$23,110.00	

Operating Expenses		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
General Liability Insurance	\$ 875.00	Estimate for five months of coverage (\$175.00/month @ 12 months)
Worker's Comp Insurance	\$ 4,550.00	Estimate based on total salaries/100 X \$2.75
Auto Insurance	\$ 500.00	Estimate for five months of coverage on vehicle used for laundry services (\$100.00/month @ 4 months)
Fuel	\$ 600.00	Gas, Transportation, Vehicle Maintenance
Professional Development	\$ 750.00	Estimate for necessary staff training (15 staff persons @ \$50.00/person)
Human Resources Expenses	\$ 3,500.00	Estimate for background checks, drug screenings, registry checks, payroll processing services, employee/employer tax reporting services
Supplies	\$ 14,000.00	Estimate for janitorial/custodial supplies, health & safety supplies, personal hygiene supplies, tissue, equipment, linen, bed covers, and towels
Total Operating Expenses:	\$ 24,775.00	
Total 2023-2024 Season	\$ 266,799.00	Operating Expenses for 80 days
Total 2023-2024 Appendix A&B	\$393,390.80	