

ORIGINAL  
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RESOLUTION NO.: R-2023-078

*Authorizing the City Manager to execute a Contract for Professional Services between the City of  
Columbia and Rainey Day Fund for Fiscal Year 2023-2024*

BE IT RESOLVED by the Mayor and City Council this 5<sup>th</sup> day of September, 2023 that the City Manager is hereby authorized to execute the attached Contract for Professional Services between the City of Columbia and Rainey Day Fund, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding One Hundred Fifteen Thousand and No/100 (\$115,000.00) Dollars as specified in Appendix A, Opioid Program for the fiscal year 2023-2024.

*(Funding source: SC Opioid Recovery Funds).*

Requested by:

City Manager

Approved by:

Cherisa B. Wilson  
City Manager

Approved as to form:

[Signature]  
City Attorney

[Signature]  
Mayor

ATTEST:

Quaker D. Hammond  
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 1st day of September, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Rainey Day Fund (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 One Hundred Fifteen Thousand and 00/100 (\$115,000.00) Dollars as specified in Appendix A, Opioid Program.

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 approval of the City. The Professional agrees to maintain the confidentiality of program consumers and will not release personal or identifiable information without the express, signed consent of the consumer.

#### **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 Opioid Program.


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: City Manager

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

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

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

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

Federal ID NO.: \_\_\_\_\_

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

09/01/2023



**Appendix A**  
**Rainy Day Fund**  
**Scope of Services**  
**July 1, 2023 through June 30, 2024**

**Services to be provided:**

- **Expansion of warm handoff** - identifies and engages persons with OUD and any co-occurring SUD/MH conditions. Provide transportation, long-term sheltering /short-term housing costs, court associated costs to support clients that have court-mandates, and cover cost for identifying documents.
- **Outreach Materials** - will develop and provide educational material for the outreach team regarding services available, how to prevent an overdose, and how to administer Narcan.

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Service Coordinator	\$ 60,000.00	1 full-time equivalent (FTE), exempt employee with a bachelor degree in human services or related field experience.
<b>Total Salaried Personnel Expenses:</b>	<b>\$ 60,000.00</b>	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Transport	\$ 12,000.00	transportation (taking individuals to rehab facilities which may be outside of City limits if space is not available in a local facility).
Sheltering	\$ 20,000	long-term sheltering /short-term housing costs (gap housing for individuals while waiting for a bed in an in-patient rehab facility; clients will be housed in sober living facilities)
Court Cost	\$ 20,000	costs to support clients that have court-mandates to participate in court-mandated classes, counseling, court or probation fees, diversion program costs, expungement, and pardon fees these are normally barriers for clients that are working on sobriety
Identifying Documents	\$ 3,000	State ID's, Birth certificates, social security cards, and document required for rehab facilities
<b>Total Salaried Personnel Expenses:</b>	<b>\$ 55,000.00</b>	
<b>Total 2023-2024</b>	<b>\$115,000.00</b>	