

ORIGINAL  
STAMPED IN RED

**RESOLUTION NO.: R-2020-072**


*Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2020-2021*

BE IT RESOLVED by the Mayor and City Council this 21st day of July, 2020 that the City Manager is authorized to execute the attached Professional Services Agreement between the City of Columbia and the University of South Carolina, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars for the fiscal year 2020-2021 in support of the University's partnership with the Columbia Housing Authority to operate the Housing First Program.

*(Funding source: 1018410/638303).*

Requested by:

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

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

*Teresa A. Knox*  
\_\_\_\_\_  
City Attorney

ATTEST:

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

Introduced: 7/21/2020  
Final Reading: 7/21/2020

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF RICHLAND )  
 )  
 )  
 )

AGREEMENT BETWEEN THE CITY OF COLUMBIA  
AND THE UNIVERSITY OF SOUTH CAROLINA  
(Supportive Housing Services)

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and,

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred Twenty-Nine Thousand and Five No/100 (\$229,500.00) Dollars for the City's fiscal year 2020-2021 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2020, and will end on June 30, 2021.
2. Two Hundred Twenty-Nine Thousand Five Hundred and No/100 (\$229,500.00) Dollars of City funds shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
4. USC will provide to the City USC's Housing First FY20-21 budget with designated fund sources prior to City funding being released to USC.
5. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First program during its fiscal year independent of the funding provided by the City prior to funding being released.
6. USC will provide to the City's Community Development Department, no less than once a year, the data and information indicated below that Community Development requires to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.
  - a. data as requested by the Community Development Department n Housing First clients that is submitted to HMIS registration.
  - b. reports in regard to how the Housing First Program is addressing the Six (6) Homeless Response Goals as adopted by City Council:
    - Coordinate the response to poverty with other agencies
    - Bring humanity to the response to poverty

- Leverage the power of the community in responding to poverty
  - Institutionalize accountability for providers
  - Meet the unique needs of the individual in need
  - Address downtown impacts
7. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. 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 providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

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.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) 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.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City: Mayor  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

As to USC: University of South Carolina  
c/o Daniel Christmus  
1600 Hampton Street, Suite 414  
Columbia, SC 29208

With a copy to: City Manager  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

Kristen S. Connors, LMSW  
Director  
Department of Internal Medicine  
Supportive Housing Services  
1325 Laurel Street  
Columbia, SC 29201

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

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either USC or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall be effective as of the date of the last signature herein below.

Witnesses as to City:

Chanique Belton  
Willa D. Hammond

CITY OF COLUMBIA

Teresa B. Wilson  
By: Teresa B. Wilson  
Its: City Manager  
Date: 7/27/2020

Witnesses as to USC:

[Signature]  
[Signature]

THE UNIVERSITY OF SOUTH CAROLINA

Brandi K. Boniface  
By: Brandi K. Boniface, MBS, CRA, ECOP  
Print Name: Associate Director  
Its: Sponsored Program Administrator  
Date: 8/21/20  
University of South Carolina  
1600 Hampton Street, Suite 414E  
Columbia, SC 29208

APPROVED AS TO FORM  
Legal Department City of Columbia, SC

**ATTACHMENT 1  
USC Housing First Budget  
FY 7/1/2020-6/30/2021**

	<b>AMOUNT</b>	<b>FTE</b>
<b>SUPPORTIVE SERVICES</b>		
Outreach Worker	\$22,333	0.55
Housing Case Manager	\$37,813	1.00
Licensed Professional Counselor	\$31,490	0.67
Licensed Professional Counselor	\$6,096	0.12
Medical Adherence Support	\$7,120	0.20
Program Assistant	\$2,618	0.05
Director	\$8,131	0.13
Fringe	\$40,702	
Support group food/supplies	\$1,200	
Rent/Utilities	\$18,000	
24 Hour on Call Mobile Phone	\$480	
Office Supplies/Postage	\$1,315	
Transportation	\$3,800	
Travel/Training	\$1,300	
Housewares for move-ins	\$1,800	
<b>HOUSING</b>		
Housing Coordinator	\$26,261	0.75
Fringe	\$7,353	
CHA Administrative Costs	\$2,353	
<b>USC ADMINISTRATIVE COSTS (5% of adjusted direct costs)</b>	\$9,335	
<b>TOTAL YEAR BUDGET</b>	<b>\$229,500</b>	

Brandi K. Brantley, MEd, CRA, ECRP  
 Associate Director  
 Sponsored Awards Management  
 University of South Carolina  
 1800 Hampton Street, Suite 114B  
 Columbia, SC 29208

Licensed Professional Counselor \$31,490 (.67 FTE)  
Licensed Professional Counselor \$6,096 (0.12 FTE)  
Medical Adherence Support \$7,120 (0.20 FTE)  
Program Assistant \$2,618 (0.05 FTE)  
Director \$8,131 (.13 FTE)  
Fringe \$40,702

Support group food/supplies \$1,200  
Rent/Utilities \$18,000  
24 Hour on Call Mobile Phone \$480  
Office Supplies/Postage \$1,315  
Transportation \$3,800  
Travel/Training \$1,300  
Housewares for move-ins \$1,800

**HOUSING**

Housing Coordinator \$26,261 (0.75 FTE)  
Fringe \$7,353  
CHA Administrative Costs \$2,353

**USC ADMINISTRATIVE COSTS** (5% of adjusted direct costs) \$9,335

**TOTAL YEAR BUDGET \$229,500**

