

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2021-102

*Ratifying and Authorizing the City Manager to execute a Professional Services Agreement
between the City of Columbia and the United Way of the Midlands for the Regional
Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022*

BE IT RESOLVED by the Mayor and City Council this 21st day of September, 2021, that the City Manager is hereby authorized to execute the attached Professional Services Agreement with the United Way of the Midlands, or on a form to be approved by the City Attorney, for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2021-2022, the total compensation for such services shall not exceed Seventy-Five Thousand Seven Hundred Ten and 88/100 (\$75,710.88) Dollars is hereby ratified and approved.

(Funding Source: 1018410/638306)


Requested by:

City Manager _____



Mayor _____

Approved by:



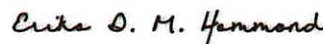
City Manager _____

Approved as to form:

ATTEST:



City Attorney _____



City Clerk _____

Introduced: 9/21/2021

Final Reading: 9/21/2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into between the City of Columbia (hereinafter called the "City"), its successors and assigns, and United Way of the Midlands in partnership with the Midlands Area Consortium for the Homeless (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor for the regional coordination of homeless services. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services requested on the attached Scope of Services on Appendix A for the Regional Coordination of Homeless Services and outlined herein. United Way of the Midlands with the Midlands Area Consortium for the Homeless will provide regional coordination of homeless services.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in the solicitation for the Regional Coordination of Homeless Services in the Midlands, attached hereto as Appendix A. The Contractor has specialized knowledge to complete the project without any training from the City and shall perform the tasks in the order and in the most effective and efficient manner and as outlined in the solicitation and pursuant response. The scope of services will include, but is not limited to, *coordinating* the following efforts:

- Respond to request from the City and citizens for street outreach in specific locations or identified individuals
- Coordinate prioritization listing for federal homeless housing vouchers
- Meal share coordination
- Coordination of Street Outreach and scheduled street outreach
- Participate in systems level planning meetings for homeless services
- Frequent Offenders initiative
- Client Travel Vouchers

If additional services are identified throughout the course of this contract period, the Contractor and City agree to negotiate the cost of any other related services in a fair and equitable manner.

3. METHOD OF PAYMENT

A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed the maximum sum as specified in Appendix C, Regional Coordination Budget. It is recognized that the total project cost identified in Appendix C is an estimate based on the resources available at the time of the award. The City may elect to identify additional resources over the period of the contract that can result in a total project cost in excess of the amount identified in Appendix C.

The decision to request Contractor 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. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Contractor, 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 received by the 30th day of the month and will be paid no later than the 15th of the month following the City's receipt of the invoice. The Contractor hereby agrees to submit all invoices in the format provided by the City.

D. Contractor is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are being prepared by Contractor on behalf of the City. All such reports or collected data are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor provide confidential data or issue media reports or press releases to any party other than those designated by the City without prior approval of the City.

5. ACCESS TO RECORDS

The Contractor 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 Contractor.

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 parties, 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

United Way of the Midlands shall not assign or subcontract its rights, duties and/or obligations under this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

United Way of the Midlands will secure at its own expense all personnel required in performing the services under the Contract. The Contractor shall furnish and cause each of its sub-subcontractors to furnish all information and reports required hereunder.

Although Contractor may subcontract certain services to other contractors, United Way of the Midlands shall not assign the entire Agreement without the prior written consent from the City of Columbia. The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

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 Contractor 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

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed or services provided in conformity with the agreement plus ten percent (10%) for overhead and profit minus the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

11. INTEREST OF CONTRACTOR

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

The Contractor is expected to make services available to other entities but 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 Contractor must provide 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.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, 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 Contractor 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 Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.

13. SEVERABILITY

In the event any provisions of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein, then such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms as if such provisions 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.

14. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract. In performing the work provided under this Contract, the Contractor shall not engage in the unauthorized practice of law and the Contractor shall comply with Rule 5.5(C) of the South Carolina Rules of Professional Conduct by providing legal services only in association with a lawyer who is admitted to practice in South Carolina and who actively participates in the matter. For purposes of the professional services rendered under this Agreement, the City Attorney's office will serve as the lawyer admitted to practice in the state of South Carolina.

15. PERSONNEL

All of the services required hereunder shall be performed by the Contractor 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.

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

The Contractor has secured, or will secure, directly or through United Way of the Midland's subcontractor and at the Contractor's expense, all personnel needed for the performance of all services as required under this agreement.

16. TERM OF AGREEMENT

Initial Term: The materials, goods, and services to be provided under this contract shall be for an initial term of one year, unless earlier terminated by either party as provided herein. The term will commence on August 1, 2021, and terminate on June 30, 2022. **Additional Term(s):** The contract may be extended for up to four (4) additional one (1) year terms. The contract shall expire at the end of the initial term, or at the end of the then-current term, unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

17. FUNDING

Any funding provided by the City of Columbia for the Regional Coordination of Homeless Services as outlined in the Scope of Services will not exceed the City's annual funding for coordination of homeless services, if appropriated. The funding provided is specifically for the regional "coordination" efforts and shall not be designated or used for any other other purposes without approval from the City of Columbia.

18. INSURANCE

The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.


Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by the Contractor.


- a.) Commercial General Liability Insurance: Coverage in an amount not less than the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b.) Automobile Liability Insurance- \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- c.) Abuse and Molestation Insurance – Coverage either through a separate policy or included with the CGI policy, in an amount of coverage not less than \$1,000,000.00 (Note: This insurance will only be required in cases where the successful Offeror provide services directly to the clients).
- d.) Professional Liability Insurance – If contractor will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

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



WITNESSES AS TO CITY:


James Benjamin


CITY OF COLUMBIA

BY: 
TITLE: City Manager
Date: 9/28/2021

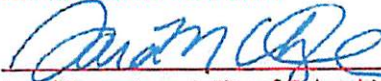
WITNESSES AS TO
UNITED WAY OF THE MIDLANDS:


Lindsay Minnema (Sep 28, 2021 16:55 EDT)


UNITED WAY OF THE MIDLANDS

BY: 
Sara Fawcett (Sep 28, 2021 16:39 EDT)
TITLE: President and CEO
Date: Sep 28, 2021

APPROVED AS TO FORM


Legal Department City of Columbia, SC
9/2/2021

APPENDIX A, SCOPE OF SERVICES

The Contractor must fulfill the scope of services for the regional coordination of homeless services in the Midlands including making provisions for supporting and assisting individuals in the Midlands who are currently homeless or individuals or families facing significant economic hardships and at-risk to becoming homeless. The scope of services includes assisting individuals defined as chronically homeless, sheltered and unsheltered clients.

Coordinate with justice and other systems
Coordinate requests for street engagement and concerns expressed from City leadership or constituents.
Perform street outreach and implement housing placement based on vulnerability.
Connect Columbia Police to providers such as youth services, meal share, and street outreach.
Participate in efforts to increase mental health services provided to people experiencing homelessness.
Assist Columbia Police with street outreach, as scheduled in advance.
Coordinate Frequent Offenders meetings and placement of individuals on listing into more stable housing situations.

Coordinate meal sharing programs
Convene local meal share providers bi-monthly to coordinate services and programs, reducing duplication.

Implement a travel voucher program
Secure vendor to implement home community travel program
Implement program, track and report results

The Contractor's plan must include provisions for men, women, families, women with children and men with children. The Contractor must collaborate throughout the contract term with multiple stakeholders in both the public and private sector including, but not limited to, businesses, corporations, non-profit organizations, faith based groups, health and educational institutions and neighborhood organizations.

The scope of services shall include the Contractor appointing a Midlands Coordinator for Homeless Services and/or Coordination Team to coordinate the following efforts, listed below:

1. Coordination of Meal share services
2. Coordination and Planning Strategies related to justice systems
3. Frequent offenders Initiative
4. Client Voucher Program

Roles, Duties and Responsibilities for the position of Midland's Coordinator for Homeless Services:

The Contractor must provide an experienced coordinator or coordination team to be responsible for the regional coordination of homeless services in the Midlands. The Coordinator will identify gaps or deficiencies and will be tasked with recommending resolutions for any deficiencies in services while also avoiding duplication of services. The Coordinator will also be the primary point of contact for Midlands Homeless Services and will use an organized and synchronized planning approach in addressing homelessness issues.

The Coordinator/team shall be located within the local service region and shall provide relevant education and training aimed at homeless prevention and rapid rehousing in the Midlands. The Coordinator will be responsible for working closely with the clients, community leaders, service providers, case managers, and all major stakeholders to ensure the successful coordination of services.

Some additional duties and tasks to be performed by the Coordinator shall include:

- **Ensuring a coordinated effort between the Service Providers, Coordinator's Office and all law enforcement agencies within the Midlands region**

All deliverables outlined herein shall be coordinated and monitored by the Coordinator including, but not limited to, Service Provider coordination, HMIS reporting, and food sharing and meal services.

Coordination with Multiple Regional Service Providers:

The Contractor shall ensure that the Coordinator meets the City's ultimate goal of finding solutions to the diverse problems associated with homelessness and to develop a path forward for those individuals that are homeless or at risk to becoming homeless including families, men, women, women with children, fathers with children, veterans, etc.

The Contractor must also work closely with area businesses, corporations, non-profit and faith based organizations, healthcare industry, academicians, neighborhood associations, community leaders, etc. Some of the Contractor's roles and responsibilities shall include:

- **Using the Community's Coordinated Entry System Adopting and Implementing a "No Wrong Door" Policy to assist all individuals seeking services regardless of the original intake location**

The Contractor's primary office shall be centrally located in the Midlands region and fully operational and staffed to meet the needs of the clients

Reporting

The Contractor must provide to the City on a quarterly basis a statement of activities for the quarter along with a statement of the budget to actual expenditures for the quarter for the Regional Coordination of Homeless Services in the Midlands.

APPENDIX B, Project schedule

Proposed tasks under City Scope of Services	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
	7/1/21-9/30/21	9/30/21-12/31/21	1/1/22-3/31/22	4/1/22-6/30/22
Coordinate with justice and other systems				
Coordinate requests for street engagement and concerns expressed from City leadership or constituents.				
Perform street outreach and implement housing placement based on vulnerability.				
Connect Columbia Police to providers such as youth services, meal share, and street outreach.				
Participate in efforts to increase mental health services provided to people experiencing homelessness.				
Assist Columbia Police with street outreach, as scheduled in advance.				
Coordinate Frequent Offenders meetings and placement of individuals on listing into more stable housing situations.				
Coordinate meal sharing programs				
Convene local meal share providers bi-monthly to coordinate services and programs, reducing duplication.				
Implement a travel voucher program				
Secure vendor to implement home community travel program				
Implement program, track and report results				

APPENDIX C, Final Negotiated Cost Proposal and Budget

FY 2021-22 Regional Coordination Budget

Client Travel Vouchers	\$ 8,500.00	Vouchers for clients to reach their home communities.
UWM Staff Support	\$ 59,099.00	<p>\$50,000 subcontracted to local homeless service organization for meal share coordination, coordination of street outreach, and frequent offenders initiative.</p> <p>\$9,099 in UWM staff time to oversee Inclement Weather Center vendors, Regional contract oversight, and communication with City leadership.</p>
Evaluation and Reporting	\$ 8,111.88	
Total	\$ 75,710.88	

Attachment C

FY 2021-22 Regional Coordination Budget Amendment Request

	Original Request	Amended Request	
Client Travel Vouchers	\$ 8,500.00	\$6,500.00	Vouchers for clients to reach their home communities.
UWM Staff Support	\$ 59,099.00	\$59,099.00	<p>\$50,000 subcontracted to local homeless service organization for meal share coordination, coordination of street outreach, and frequent offenders initiative.</p> <p>\$9,099 in UWM staff time to oversee Inclement Weather Center vendors, Regional contract oversight, and communication with City leadership.</p>
Evaluation and Reporting	\$ 8,111.88	\$10,111.88	\$2,000 to vendor administration and \$8,111.88 for UWM reporting
Total	\$ 75,710.88	\$75,810.88	










20210928_CONTRACT FOR PROFESSIONAL SERVICES

Final Audit Report

2021-09-28

Created:	2021-09-28
By:	Lindsay Minnema (lminnema@uway.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5lSrZm2EZdAK1GkZxF-7kyQwYTKoVGJu

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✔ Agreement completed.

2021-09-28 - 8:58:09 PM GMT