

RESOLUTION NO.: R-2016-055

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 2016-2017

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2016, 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-five Thousand and No/100 (\$225,000.00) Dollars for the fiscal year 2016-2017 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

ATTEST:

Approved as to form:

Janne Lisowski

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

- a. data as requested by the City on Housing First clients that is submitted to HMIS registration.
- b. Reports 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

f) 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, 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, neither party shall have nor owe any further obligations to the other after the effective date of 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:

In the case of the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217
In the case of USC:	University of South Carolina c/o Daniel Christmus 1600 Hampton Street, Suite 414 Columbia, SC 29208		

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 USC or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

Witnesses as to USC:

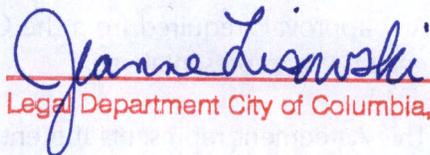
The University of South Carolina

By: _____

Its: Sponsored Program Administrator

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC