

RESOLUTION NO.: R-2013-088

*Authorizing the City Manager to execute a Services Agreement between  
the City of Columbia and Christ Central Ministries*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 17th day of September, 2013, that the City Manager is authorized to execute the attached Services Agreement, or on a form to be approved by the City Attorney, between the City of Columbia and Christ Central Ministries.

Requested by:

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

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

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

Introduced: 9/17/2013

Final Reading: 9/17/2013

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

EMERGENCY SHELTER SERVICE AGREEMENT

THIS AGREEMENT (hereinafter "this Agreement") is entered into this 1<sup>st</sup> day of October, 2013, between the City of Columbia, South Carolina, a political subdivision of the State of South Carolina (hereinafter called the "City"), and Christ Central Ministries, a South Carolina nonprofit corporation that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "CCM").

WHEREAS the City acknowledges that addressing homelessness and poverty, particularly in the Downtown Business District, is essential to maintaining public health and safety, promoting the general welfare, and fostering positive economic conditions, that it has asked the community to increase its involvement in addressing these problems, and recognizes that multiple organizations and agencies will be needed to provide goods and services to accomplish the tasks outlined in this contract; and,

WHEREAS the City issued a Request for Proposal on September 5, 2012 for the operation of the 2012-2013 winter shelter and awarded the service contract to CCM as the sole bidder on October 4, 2012 for a contract amount of \$547,126.80; and,

WHEREAS, the City endeavors to develop long-term solutions for the homeless in Columbia; and,

WHEREAS after the winter shelter closed for the 2012-2013 season, the City budgeted \$500,000 for the operation of the winter shelter for the 2013-2014 season; and

WHEREAS the City thereafter decided it would be desirable to expand the services of the winter shelter from a nighttime, seasonal shelter to a 24/7 shelter open for seven (7) month and to offer to shelter guests intake services, scheduled transportation, the initiation of case management files, three (3) meals a day, and coordination of services; and,

WHEREAS the City has asked CCM to manage the Shelter with expanded services for 2013 / 2014 and CCM agreed that it would undertake the 24/7 for the budgeted \$500,000 for six (6), not seven (7) months for the 2013-2014 season as an investment in community life and poverty assistance; and,

WHEREAS the City recognizes that the actual costs of operating the shelter may be significantly greater than the contract amount being paid by the City for CCM to operate the shelter; and,

WHEREAS, the City and CCM are entering into this Agreement to specify the services and other inputs that each party will provide in connection with the operation of the City Shelter; and,

WHEREAS the City desires to open the expanded Shelter operation as soon as possible, CCM has proceeded in good faith to procure long lead time items to open and expand the operation; and,

WHEREAS, the City, in its ongoing effort to address homelessness in Columbia, will receive proposals from members of the community to address the long-term response to homeless poverty through January 2, 2014 and conduct orientation and planning sessions to facilitate this process.

NOW, THEREFORE, in consideration of the premises, the mutual commitments made in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**1. Engagement of CCM; Consent to Subcontracting.**

(a) The City hereby engages the CCM to assist the City with the operation and certain other specific areas relating to the 2013-2014 Emergency Shelter. The CCM agrees to provide in a commercially reasonable manner (either directly or through subcontractors) the services set forth in Exhibit A. The City agrees to pay to CCM a fixed fee for goods and services of \$500,000.00. The CCM's duties with respect to the City Shelter shall be strictly limited to those duties expressly set out in this Agreement.

(b) City has requested CCM to assist the City by operating the City's emergency homeless shelter according to the terms of this Agreement. The City recognizes and acknowledges that CCM is a nonprofit organization. CCM recognizes that the City is a municipal corporation and is required by law to comply with constitutional guidelines concerning church and state matters, including the First Amendment's prohibition against establishing religion. CCM will comply with all applicable law regarding church and state. Therefore, at no time shall CCM cause to be conducted any religious services or promote religious discussions at the shelter. Nor shall CCM while performing services pursuant to this Agreement, require shelter residents, contractors, subcontractors, employees or volunteers to attend religious services or

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discussions, or distribute religious tracts, materials or otherwise proselytize or promote religion in the shelter or while performing services pursuant to this Agreement.

(c) The City acknowledges that the CCM may not have the staffing or infrastructure necessary for providing all of the services set forth in Exhibit A. The City accordingly consents to the CCM's subcontracting of any of those services to other providers. Although the City's consent in no way relieves the CCM from its responsibilities under this Agreement, the City's remedy for a breach of this Agreement resulting from a subcontractor's failure to perform under its contract with the CCM shall be limited to terminating this Agreement.

The City also consents to the CCM's subcontracting or in-house provision of laundry, internal security services and client transportation as-needed to third-party providers selected by the CCM at no additional cost to the City.

**2. Services and Funding of City Shelter by City.** The City agrees to provide in a commercially reasonable manner the services and funding to the operation of the City Shelter as set forth herein in Exhibit B.

**3. Term.** The term of this Agreement will commence upon the signature of both parties to this Agreement, and will end one month after shelter operations are completed, unless both parties agree in writing otherwise (the "Term").

**4. Understandings of CCM and City.** In entering into this Agreement, agreeing to the funding limit for the performance of such duties, and agreeing to the scope of services set out in Exhibit A, the CCM has made and relied upon the following understandings:

(a) The number of persons staying at the City Shelter will not exceed 240 per night (and in no event will exceed the capacity established by the fire marshal (or otherwise by law) for the physical structure of the City Shelter).

(b) The City Shelter will be operated for six (6) months beginning approximately one (1) week after the execution of this contract and ending no later than April 30, 2014 at its current location of 191 Calhoun Street, Columbia, South Carolina. The normal hours of operation shall be daily 24 hours a day/7 days a week.

The City acknowledges these understandings and agrees that the accuracy of each of such understandings will be a condition to the obligation of the CCM to continue to perform under this Agreement.

**5. Payment to CCM.**

(a) The City will pay to CCM a fixed fee for goods and service of Five Hundred Thousand and No/100 (\$500,000.00) Dollars for this term ("Contract Fee").

(b) The City will pay the Contract Fee in four (4) equal installments of One Hundred and Twenty-Five Thousand (\$125,000) Dollars with the first due within one (1) week of the execution of this Agreement, upon receipt of CCM's invoice. Thereafter, CCM shall invoice for the remaining installments due on November 15, 2013, January 1, 2014, and February 15, 2014.

(c) The services and facilities to be provided by the City (as set forth on Exhibit B) will be provided at the sole expense of the City and will be in addition to the fees paid to the CCM by the City pursuant to Section 5 of this Agreement.

**6. Findings Confidential.** All of the reports, information, data, records or documents of any kind containing medical or health care-related information about shelter residents, prepared or assembled by the CCM (or any subcontractor) under this Agreement shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA). The CCM will maintain such records for a period of not less than three (3) years after receipt of final payment under this Agreement.

**7. Amendments.** The parties may amend this Agreement at any time provided that such amendment is executed in writing, signed by a duly authorized and empowered representative of both organizations and approved (where applicable) (a) in the case of the City, by the City's governing body or (b) in the case of the CCM, by the CCM's CEO or the executive committee of the CCM's board of directors.

**8. Assignment and Subcontracting.** Although the CCM may subcontract certain services to other contractors, the CCM will not assign the entire Agreement without the prior written consent of the City.

**9. Termination of Agreement for Cause.**

(a) If (i) the CCM materially defaults on any obligation of the CCM under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice of such default from the City or (ii) the CCM has previously received at least two rights to cure the same default, then the City will thereupon have the right to terminate this Agreement by giving written notice to the CCM of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the CCM will not, by virtue of such termination, be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the CCM.

(b) If (i) the City materially defaults on any obligation of the City under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice of such default from the CCM or (ii) the City has previously received at least two rights to cure the same default, the CCM will thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the City will not, by virtue of such termination, be relieved of liability to the CCM for damages sustained by the CCM by virtue of any breach of this Agreement by the City.

**10. Interest of CCM.** The CCM covenants that the CCM presently has no interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

**11. Equal Employment Opportunity and Nondiscrimination in Services.** In carrying out the program, the CCM will not discriminate against any shelter client or prospective client because of race, creed, color, religion, ancestry, sex, national origin, sexual orientation, disability or other handicap, age, or marital status. The CCM will 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 CCM will 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 CCM will incorporate these requirements in all subcontracts for work in fulfillment of this Agreement.

**12. 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.

**13. Compliance with Laws.**

(a) In performing its obligations hereunder, the CCM will comply with all applicable federal, state and local laws and ordinances.

(b) In performing its obligations hereunder, the City will comply with all applicable federal, state and local laws and ordinances.

**14. Personnel.**

(a) The CCM has secured, or will secure, directly or indirectly and at the CCM's expense, all trained and qualified personnel needed for performance of the services required of the CCM under this Agreement.

(b) The City has secured, or will secure, at the City's expense, all personnel needed for performance of the services required of the City under this Agreement.

**15. Representations by City.** The City makes the following affirmative representations as the basis for the undertakings on the CCM's part herein contained:

(a) The City is a political subdivision of the State of South Carolina and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of South Carolina, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the City.

**16. Representations by CCM.** The CCM makes the following affirmative representations as the basis for the undertakings on the City's part herein contained:

(a) The CCM is a 501(c)(3) nonprofit corporation duly formed under the laws of the State of South Carolina, with full legal right, power, authority, adequate funding and financial ability to enter into and perform its obligations under this Agreement.

(b) The CCM has duly authorized the execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the CCM.

**17. Third Party Beneficiary.** Nothing contained in this Agreement will be construed to confer upon any other party, the rights of a third party beneficiary, except as may be otherwise specifically provided for herein.

**18. Giving of Notice.** Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement will be in writing and will be delivered or sent by registered or certified mail postage prepaid or by commercial messenger to:

In the case of the City: City Manager  
City of Columbia  
P.O. Box 147  
Columbia, SC 29217

With a copy to: City Attorney  
City of Columbia  
P.O. Box 667  
Columbia, SC 29202

Community Development  
CCM Contract Administrator  
City of Columbia  
1225 Lady Street, Ste. 102  
Columbia, SC 29201

In the case of the CCM: Director  
Christ Central Ministries  
2014 Main Street  
Columbia, SC 29201

With a copy to: Jimmy Jones CEO  
960 Hyland Circle  
West Columbia, SC 29172

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

**19. South Carolina Law.** The laws of the State of South Carolina will govern the construction of this Agreement.

**20. Status of CCM.** The CCM will perform its duties and obligations hereunder for the City in the capacity of an independent contractor. The performance by the CCM of any function, duty or responsibility as an agent of the City will not in any manner affect the status of the CCM as an independent contractor under this Agreement.

**21. No Partnership.** Nothing contained in this Agreement is intended or will be construed to create a partnership or joint venture between the City, including any successors or assigns of the City, and the CCM, including any successors or assigns of the CCM.

**22. Approvals of City.** Any approvals required from the City will be deemed given if provided by the City Manager or their designated City representative.

**23. Liability Insurance.** The contractor is responsible for obtaining general liability and other required insurances in the amount of \$1,000,000.00 per occurrence and aggregate limits of not less than \$2,000,000.00 to cover accidents or injuries caused as a result of operating the facility for the homeless at the City Shelter. The City of Columbia must be named as an additional insured. A copy of the policy shall be submitted to the City prior to opening the City Shelter.

**24. Final Acceptance of Terms.** This agreement is subject to and contingent upon final approval by City Council.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written. The parties to the Contract hereby agree to any and all provisions of the Contract as stipulated herein.

AS TO CHRIST CENTRAL MINISTRIES

BY:   
Print Name: Jimmy Jones  
Title: CEO

DATE: 10-1, 2013

WITNESS: Cheri M. Suttton

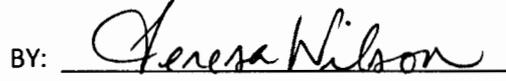
MAILING ADDRESS:

2014 Main Street  
Columbia, SC 29201

Phone No.: 803-600-5803

Federal Identification Number: 58-2313533

AS TO CITY OF COLUMBIA

BY:   
Print Name: Teresa B. Wilson  
Title: City Manager

DATE: October 1, 2013

WITNESS: Whley M. Grubbs

MAILING ADDRESS:

Accounting Division  
Post Office Box 147  
Columbia, SC 29217

Phone No.:

(803) 545-4161

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LEGAL DEPT.

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**Exhibit A**  
**Services to be performed by the CCM**

A. The CCM agrees to provide the following services to assist the City with the operation of the City Shelter to include the following services:

(1) Provide on-site services at the City Shelter to a maximum of 240 homeless persons per day 24 hours a day/7 days a week from September 24, 2013 through April 15, 2014, including:

- Coordination of client check-in at an off-site Registration Center. Initially the Registration Center shall be located at CCM's Hope Plaza, pending the location of a mutually agreeable Registration Center site by the City and CCM;
- Overall shelter management, coordination of daily operations and services, including but not limited to the recruiting and coordination of volunteer services and community involvement, donations for shelter use and other community assistance;
- Provide and install eight (8) fans owned by CCM per specification for Shelter, guests and staff;
- Offer three (3) meals per day for guests on or off-site; all cooking facilities must be off-site and must be inspected and approved by DHEC and City Fire Marshall and Building Official, if applicable, prior to beginning operation;
- Provide laundry services and staff for guest's bedding and towels;
- Provide and install CCM security cameras for entry area, between buildings and outside restrooms, and provide access to security camera data to the City upon request by the City;
- Collect and provide via facsimile data on Shelter guests for HMIS registration and shelter point documentation;
- Provide oversight for the shelter staff and guest work program staff; and
- Promote the health, safety and the overall wellbeing of City Shelter guests by utilizing a triage system to ensure that critical needs are addressed in a timely manner.

(2) Provide daily reservation system for the City Shelter usage (similar to previous systems).

(3) Provide an off-site Registration Center for initial evaluation of Guests.

(4) Establish policies and procedures for the operation of the City Shelter.

(5) Initiate case management files, but not case management services, to City Shelter guests with further case management to be provided by appropriate and available third-party providers. Services may include, where appropriate:

- Assistance with transition to other available and appropriate housing;
- Providing known information regarding mental health and substance abuse services;
- Providing known information regarding primary health care but at no time shall provide medical advice to shelter guests; and
- Providing known information regarding benefits and resources.

(6) Will train its security personnel and provide security services during hours of operation both inside the City Shelter and within the fenced area outside of the City Shelter.

(7) Coordinate volunteer services.

(8) Provide transportation for guests by vans provided by CCM to transport guests to and from external service providers, services, work and downtown as scheduled. At no time will CCM transport guests to the shelter against their will.

(9) Provide summary monthly financial reports of shelter expenses to the City, submitted by the 15th of the next month.

(10) Complete weekly and annual reports on number of clients served and City Shelter activities and provide to the City within 5 business days of the end of the reporting period.

(11) Procure and maintain General Liability Insurance with minimum combined limits of \$1,000,000 per occurrence and aggregate limits must be not less than \$2,000,000 and name the City of Columbia as an additional insured and procure and maintain all legally-required insurances on CCM vehicles being used in the provision of services under this Agreement; CCM shall provide a copy of each certificate of insurance showing the required levels of coverage to the City prior to the opening of the Shelter.

(12) Notify the City of the need for an overflow shelter facility as soon as reasonably practicable and consistently with procedures (including criteria, triggering and ending events) developed by the City in consultation with the CCM in order to provide sufficient to prepare such facility and arrange for City staff to support the designated overflow facility. See paragraph 6 of Exhibit B.

(13) CCM shall strive to move guests out of the shelter and into participating service provider programs, as appropriate, within seven (7) days of intake at the shelter.

(14) Work with the City to develop a financial plan for future shelter operations.

(15) Will provide all necessary goods, services, and capital equipment necessary to perform this Agreement, except as otherwise stated herein or mutually agreed by the parties. All such capital equipment and other goods provided by CCM in fulfillment of this Agreement will remain the sole property of CCM.

(16) Will be responsible for raising public awareness of shelter needs and homelessness in the City and engaging community involvement in order to accomplish this major undertaking. Nothing herein shall restrict the City from also raising public awareness, promoting community involvement in the homelessness issue, and continuing poverty research.

**Exhibit B**  
**Services and Funding to be provided by City of Columbia**

The City agrees to provide the following services, funding or other inputs to the operations of the City Shelter:

1. Provide the City's current shelter facility located at 191 Calhoun Street, Columbia, South Carolina as an emergency shelter facility for homeless persons (and related services as provided in Exhibit A) from September 24-30, 2013 through April 15, 2014 and provide necessary maintenance and repairs to ensure that such facility meets all of the following requirements throughout the Term:

- (a) Have sufficient space for beds for 240 clients;
- (b) Have adequate and reasonable toilet and shower facilities;
- (c) Be entirely weather-proof (i.e., no moisture or cold air penetration);
- (d) Be free of all pests, mold and other environmental hazards;
- (e) Have a working heating system that is adequate for the facility; and
- (f) Be compliant with all applicable zoning laws, building codes, fire codes and other state, federal or local laws or regulations applicable to such facilities.
- (g) The City will provide adequate trash containers for refuse and will provide the disposal thereof.

Upon written request of the CCM, provide all necessary maintenance and repairs to the City Shelter facility in order to ensure that such facility at all times satisfies the above requirements and all necessary repairs to beds within the City Shelter facility.

2. Pay water, sewer, electric, telephone (excluding long distance charges), and Internet connection utilities incurred in the designated shelter.

3. Provide security for outside the fence area of the City Shelter facility through the use of the City's Police Department or a security firm retained by the City.

4. Provide casualty insurance for the City Shelter facility insuring the structure against fire, storm, vandalism and other casualty.

5. Arrange through its Parks and Recreation Department, use of City facilities (ML King Recreation Center will be first option) to provide shelter for all overflow clients, but only between 9:00 p.m. and 7:00 a.m. (that is, clients in excess of the capacity of the City Shelter facility) from November 1, 2013 through March 31, 2014. See paragraph (12) of Exhibit A.

