

RESOLUTION NO. 2016-20

A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$12,000 FOR CONTRACTING BY PHOENIX PROGRAMS, INC.

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

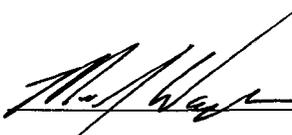
WHEREAS, the Board had elected to solicit consultant proposals and fund up to \$12,000 for assertive outreach and detoxification program consulting services attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$12,000 in substantially the form as the RFP for a Professional Consultant to provide assertive outreach and detoxification consulting services attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 12th day of March 2016.


_____, Chairman of the Board of
Directors

(SEAL)
Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2016-20**

RFP for Professional Consultant, Phoenix Proposal, Phoenix Contract



District CID Proposal – Assertive Outreach and Detoxification Program (AODP)

Statement of the Problem

A small group of individuals engaged in aggressive panhandling and/or being publicly intoxicated is creating an environment that inhibits others ability to enjoy downtown. This social cost of coming downtown has the potential to be a considerable turnoff for visitors and potential customers of downtown businesses and detracts from the District's reputation as a great place to spend time. Panhandling and public intoxication has some overlap with homelessness but also involves individuals who are housed. There are only limited interventions that can be provided by law enforcement and complex issues confound even those limited interventions. The overall social service system of care is robust but fragmented and difficult to access for those with multiple barriers and few resources without expert navigation.

Proposal Summary

Phoenix Health Programs is proposing to provide comprehensive needs assessment to determine baseline amounts of panhandling and public intoxication. Proactive and assertive outreach will be provided to individuals engaging in those behaviors to identify and support alternative behaviors to reduce the negative impact on the District. A block of social setting detox beds will be reserved to ensure those resources are much more likely to be available when an intoxicated individual is ready to take that critical step towards receiving treatment. Phoenix Health Programs unique continuum of care with its array of treatment and housing supports will be made available to AODP participants. Outreach Workers will also access other available supports in the community to maximize the chance of success for those ready to be supported in making positive changes. Services over a six month period will not exceed \$12,000.

Needs Assessment

To identify a baseline level of activity a survey will be conducted to identify the number of panhandlers, individuals who appear to be homeless, and individuals who appear to be homeless and intoxicated will be conducted. A surveyor will walk Broadway and Ninth Street to identify panhandlers and the following areas to identify homeless and those who are intoxicated: Flat Branch Park, Hardees, McAdams Limited, Luckys and near the Tribune. Surveys will be conducted at 2:00 PM, 4:00 PM, 6:00 PM and 8:00 PM on 4 days/evenings when the weather is nice two of which days will be Friday and Saturday. The data and comments will be collected and compiled into a report along with other relevant data. Cost: \$2,000

Assertive Outreach

A trained community outreach worker will walk the above listed hotspots generally in the early afternoon. Other times will be used based upon informant reports of particular activity. The outreach worker will engage

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with in a friendly manner and present and inform the individual there are resources available to address their situation. Either at the time or a scheduled visit over coffee or lunch will result in a brief needs assessment, a solution focused brief intervention on how the participant would like their life to be different, and ongoing follow up will be scheduled as needed.. Linkage with existing programs and services will be highlighted to move the person out of the Assertive Outreach stage as quickly as possible and into a continuum of care with a payer source to minimize project resources. Cost: \$100 per hour (business hours)/\$150 hour (evenings and weekends). Three hours per week recommended.

Social Setting Detox

Social setting detoxification is appropriate for most individuals with even severe substance use disorders to have vitals monitored and be provided with safe space to make a clear break with substances and problematic environments. Detox can almost always be followed by residential treatment through our state contract for substance use disorder treatment for low income individuals. The largest barrier to accessing detox is that it is a limited service and is almost always "full". When Phoenix reports it does not have a detox bed often the case is that we do not have treatment dollars to fund a treatment bed. Our residential services for those without ability to pay are severely limited by our finite state contract which meets only a small fraction of the needs of our community. In order to ensure the contract lasts the entire fiscal year we limit the number of individuals who can access detox even when we have a physical bed that is open. Through bulk purchase of detox services the District can assure that except in extremely rare cases there will always be a detox bed available should someone downtown who has problematic public intoxication be ready to accept help. Cost: 14 days of detox services \$1,265.

Reporting & Invoicing

Bi-weekly invoices would be accompanied by status reports of individuals contacted and results achieved. The detox portion would be paid upfront to hold a bed for AODP participants. Unused services could be credited towards outreach units, future needs assessments, or other services. A refund less a \$250 processing fee could also be provided. All other services will be invoiced after the services have been provided. A limited release of information will be obtained from program participants for the District CID to evaluate intervention efficacy. Notable success stories will be collected with accompanying media releases or stripped of identifying information for use in marketing material. Technical assistance and consultation around the outreach campaign and participation in media events will also be provided upon request.

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PROVISION OF SERVICES AGREEMENT

THIS PROVISION OF SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of April 2016, by and between The Downtown Community Improvement District ("CID") and Phoenix Programs Inc ("Phoenix").

WHEREAS, Phoenix has submitted a proposal to CID received on April 12, 2016 (the "Proposal") to fund the project described therein (the "Project"); and

WHEREAS, CID agrees to make payment for services to Phoenix for an amount not to exceed \$12,000 to fund the Project, subject to the terms and conditions set forth herein (the "Agreement").

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Phoenix shall perform the Project as set forth in the Proposal, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of CID funds from that described in the Proposal requires the advance express written approval of CID.
2. Project Period. The Project has been approved for a period of 6 months beginning April 12, 2016 and ending on September 30, 2016 (the "Project Period").

Should Phoenix desire to extend the duration of the Project Period, Phoenix shall submit a written request to the CID no later than 60 days prior to the Project Period end date. If CID approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.

3. Reports. Phoenix agrees to deliver to the CID Executive Director a needs assessment report two weeks after the data collection period. Invoices for services delivered and ongoing reports of progress achieved will be provided in a format acceptable to CID on a monthly basis. Monthly reports and invoices will be submitted by the 10th of the month following the delivery of services.
4. CID Right to Review and Evaluate. CID may review and conduct an evaluation of the Project, which may include one or more visits from CID personnel to observe the Project, discuss the Project with Phoenix's personnel and review financial and other non-patient records and materials connected with the activities funded by the CID. All non-patient records relating to the Project shall be made available at Phoenix's regular place of business for inspection by CID personnel, or its designated representative, at reasonable times.

5. Publicity. All publicity associated with the Project must clearly identify CID as a funding source.
6. Use of Project Results. If Phoenix desires to publish the results of this Project, CID shall have a minimum of 15 days to review and comment upon the document before submission for publication. Should Phoenix desire to use or apply data or other information derived from the Project for purposes other than those set forth in the Proposal, including but not limited to academic research and/or publication in a journal or trade publication, and Phoenix acknowledges or credits CID for its involvement in the Project, CID must be notified in advance.
7. Termination of Agreement. This Agreement may be terminated by either party, upon the terminating party giving the other party thirty (30) days written notice to that effect.
8. Relationship of Parties. CID and Phoenix agree that this Agreement does not create a principal-agent relationship of any type between the parties and that Phoenix will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
9. Indemnification. CID is a funding source only and does not participate in or direct any of the activities or services of Phoenix. Accordingly, Phoenix understands and agrees that CID, its directors, officers, employees and agents will not be liable for any of Phoenix's contracts, torts, or other acts or omissions, or those by Phoenix's directors, officers, members, employees or funded-activity participants. Phoenix understands and agrees that CID's insurance policies or self-insurance plans do not extend to or protect Phoenix nor Phoenix's directors, officers, members, staff or funded-activity participants. Phoenix understands and agrees that CID will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Phoenix shall hold CID harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Phoenix, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Phoenix including but not limited to the funded activity.
10. Authority and Validity. Each individual executing this Agreement on behalf of Phoenix warrants that he has full power and authority to execute this Agreement on behalf of such organization. Further, Phoenix warrants that the board of directors of Phoenix has taken all action required by law, Phoenix's Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Phoenix further warrants that this Agreement constitutes the valid and binding obligation of Phoenix, enforceable in accordance with its terms.
11. Nondiscrimination. Phoenix agrees that in providing services under the Project, Phoenix will not discriminate on the basis of race, color, sex, national origin,

religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services.

12. No Guarantee of Future Funding. Provision of this Agreement does not imply any future funding commitment by CID.
13. Entire Agreement. This Provision of Services Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supersede all previous related understandings or written or oral agreements between the parties.
14. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both CID and Phoenix.
15. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.
16. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
17. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.
18. Grievance and Dispute Resolution
 - a. Should any grievance or dispute arise between PHOENIX and the CID as to the meaning, interpretation, or application of the provisions of this agreement, the parties shall meet in a good faith effort to resolve the grievance or dispute.
 - b. If the grievance [or dispute] cannot be resolved as outlined in item (a.), the grieving party may reduce the grievance to writing and present it to the other party. The served party shall respond, in writing, within fifteen [15] calendar days of receipt of the grievance.
 - c. If the grievance [or dispute] cannot be resolved through the above procedure[s] as outlined in item (a.) or (b.), then either party may within fifteen [15] calendar days following receipt of the response to the grievance, refer the matter to arbitration.
 - d. The party desiring to arbitrate the grievance [or dispute] shall request the American Arbitration Association [or similar local organization providing arbitration services] to provide an arbitrator, qualified to consider and decide the issue, who can hear the matter within thirty [30] days and render a decision within thirty [30] days following the hearing.

- e. Expenses for the arbitrator's services and the services of the American Arbitration Association shall be borne equally by both parties, except where the dispute specifically involves the termination of this agreement [at any time other than its expiration date] through the resignation or discharge of the PHOENIX PROGRAMS. In the latter case all expenses for the arbitration will be borne by the losing party [as determined by the arbitrator].
- f. The decision of the arbitrator will be final and binding on both parties.
- g. The arbitrator shall have no power to add to, subtract from, modify, or alter in any way the provisions and terms of this agreement.

Savings Clause. Should any part or provision of this agreement be rendered or declared invalid by reason of any existing or any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

Phoenix Programs Inc

By: 

Michael Trapp
Executive Director

The Downtown Community Improvement District

By: 

Mike Wagner
Board Chair

Attachments to Agreement:

A. Project Proposal



March 18, 2016

REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES

Assertive Outreach and Detoxification Program – The Downtown Community Improvement District, Columbia, MO

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri, is seeking proposals for an outreach service for The District. The Downtown CID is an independent organization dedicated to keeping Columbia's downtown – The District – vital.

The District is a live/work/play neighborhood that fosters the creative, the eclectic, and the local. It is a constantly adapting community of people, with tradition blending harmoniously with high tech and the latest trends in fashion, food and the arts.

The District encompasses 50 square blocks, more than 300 individual properties, 1200 residences and over 600 businesses, non-profits and government entities. (See Exhibit A) Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy.

Our goal is to secure a qualified partner to provide an assertive outreach and detoxification program for the downtown area.

It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

Introduction

The Downtown CID announces the release of a Request for Proposal ("RFP") for the provisions of an assertive outreach and detoxification program in downtown Columbia, Missouri. The personnel assigned to those varied functions must come from one vendor that specializes in providing outreach services to the public and private sector. The contract will commence on approximately April 12, 2016 for a period of six (6) months.

The vendor will be expected to provide staffing and adjust staffing needs to fulfill existing and future contract needs. Staffing levels may increase or decrease as a result of organizational and contract requirements, and the vendor is expected to readily adapt to our requirements.

Scheduling

The program will entail various days, including nights and weekends.

General Required Training of Employees

The District requests that the vendor provide specialized training and employee instruction that will be provided to personnel working on this program. Additionally, the vendor must comply with all government mandated training programs.

Scope of Services

1. Needs Assessment
To identify a baseline level of activity, a survey must be conducted to identify the number of panhandlers, individuals who appear to be homeless, and individuals who appear to be homeless and intoxicated will be conducted in the downtown area. The survey must be conducted on various days of the week at various times.
2. Assertive Outreach
A trained community outreach worker will walk the identified downtown locations at various times on various days of the week. The outreach worker will engage with, in a friendly manner, and present and inform the individual that there are resources available to address their situation. Linkage with existing programs and services will be highlighted to move the person out of the Assertive Outreach stage as quickly as possible and into a continuum of care with a payer source to minimize project resources.
3. Social Setting Detox
Provide a social setting detoxification program services for someone downtown with problematic public intoxication and is ready to accept help.
4. Reporting and Invoicing
Invoicing and status reports of individuals contacted and results achieved.

The District requires the vendor to provide prospective employees of sufficient quality so as to meet the demanding nature of the work. The vendor will be required to be diligent in finding persons qualified to handle and thrive in The District's work environment.

Budget

Responses to this RFP should provide detailed billing rates for each listed position as well as all supervisors and overhead costs. All equipment and supplies provided by the vendor, as outlined above.

Payments

In order to receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period for which payment is requested, the Service actually rendered during that period itemized by location and the amount of payment requested and due therefor. Invoices may not be submitted more than once a month. All invoices shall be subject to the CID's review, verification and approval, and all payments shall be conditioned upon the CID's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Provide vendor payment bond, as required by law.

Sales and Use Tax

The CID is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and unless otherwise agreed in writing, vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any services provided thereunder including, but not limited to, any such governmental charge of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the services. Vendor and all members of the Vendor Team shall hold the CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The CID will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the CID's tax-exempt status.

Contract Conditions

The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

State Sunshine Law

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

Costs

The CID shall not be liable for any cost incurred by the respondent in the preparation of its Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

CID Rights

This is a "Request for Proposals" and not a "Request for Bids". The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the CID may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with the RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP; in whole or in part, for any reason or no reason, in the CID's sole discretion. The CID may exercise these rights at any time, without notice to any respondents or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

Applicable Law

This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

Brokerage Fees or Commissions

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or finder in connection with this Contract.

Additional Work

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

Insurance

The Vendor and all approved subcontractors shall carry and maintain, during the Term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment.

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Employment Standards

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

Questions

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below. All questions and clarifications must be submitted no later than the mandatory pre-submission meeting.

Disclaimer

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFP, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFP has been posted, or in connection with any other

electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFP.

Letter of Interest & Qualifications

A Sealed Bid including fifteen (15) copies of the letter of interest and qualifications should be delivered to:

Katie Essing, Executive Director
The District
11 S. Tenth St.
Columbia, MO 65201

Proposals are due by 4:00 p.m. on Friday, April 8, 2016.

Information submitted shall include the following:

1. Itemized pricing for each element of scope of services
2. Brief description of the firm, its history, and its background in the field
3. Bidder's Federal Employee Identification Number
4. Qualifications of the firm
5. List of all sub consultants (if any) and their background and contact information
6. List of key personnel for the project, including relevant experience of each.
7. List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers
8. Provide a methodology for tracking and reporting all data and work performed.
9. Provide a description of how performance of all services will be measured and the reporting methods that will be used.
10. A copy of bidder's certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to The District.
11. A statement that the bidder is current on payment of its: (i) Federal income tax withholdings; and (ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.

Selection Process

Proposals will be screened by a committee for adequacy of content, technical competency and experience.

Criteria for the selection shall be as follows:

1. **Proposal content**
2. **Background and similar experience**
3. **Capacity and capability of professional firm to perform the work required, including specialized services**
4. **Experience of key people, including project specific experience for each person**
5. **Satisfactory references**
6. **Demonstrated success in outreach services**
7. **Past record of performance for professional firm with respect to such factors as control of costs, quality of work and ability to meet deadlines.**
8. **Sensitivity to context of Columbia, Missouri**

Contact Information for Questions:

Katie Essing, Executive Director

kessing@discoverthedistrict.com

573-442-6816

Exhibit A: The Downtown CID (The District) Map:

