

RESOLUTION NO. 2016-40

A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$24,000 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

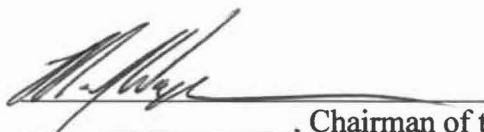
WHEREAS, the Board had elected to solicit consultant proposals and fund up to \$24,000 for assertive outreach and detoxification program consulting services attached hereto as Exhibit A; and

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 \$24,000 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 13th day of September 2016.


_____, Chairman of the Board of
Directors

(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2016-40**

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 twelve month period will not exceed \$24,000.

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

All 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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Ph 573.875.8880 • Fax 573.442.3830 • www.phoenixhealthprograms.com • 90 E. Leslie Lane, Columbia, MO 65202

PROVISION OF SERVICES AGREEMENT

THIS PROVISION OF SERVICES AGREEMENT ("Agreement") is made and entered into this 29th day of August 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 August 29, 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 \$24,000 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 12 months beginning October 1, 2016 and ending on September 30, 2017 (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.** Invoices for services delivered and ongoing reports of progress achieved will be provided in a format acceptable to CID on a monthly basis. Phoenix will report weekly on program progress and present at Board meetings as requested.
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: 
Nancy Howard
Interim Executive Director

The Downtown Community Improvement District

By: 
Mike Wagner
Board Chair

Attachments to Agreement:

A. Project Proposal