## AMENDMENT to the SOCIAL SERVICES PROVIDER AGREEMENT

This Amendment to the Social Services Provider Agreement between the City of Columbia ("City") and Wilkes Boulevard United Methodist Church, Incorporated ("Provider"), is made as of the date of the last signatory noted below ("Amendment Effective Date").

### **RECITALS**

- A. WHEREAS, on December 19, 2019, City and Provider entered into an Agreement ("Provider Agreement") for services related to the operation of a homeless drop-in center; and
- B. WHEREAS, on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency and the Governor of Missouri declared a state of emergency within the State of Missouri; and
- C. WHEREAS, social distancing and other public health measures and orders have been put in place to reduce the spread of COVID-19 in our community (collectively "public health measures and orders"); and
- D. WHEREAS, these public health measures and orders have impacted the delivery of services under the Provider Agreement; and
- E. WHEREAS, on November 17, 2020, the Parties agreed to renew the agreement for an additional one year term beginning on January 1, 2021; and
- F. WHEREAS, the extreme cold weather period from February 6 through February 18, 2021 further impacted the delivery of services under the Provider Agreement; and

WHEREAS, the Parties hereto desire to formally amend the Provider Agreement with this Amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the Provider Agreement as amended by this Amendment.

#### <u>AMENDMENT</u>

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Provider Agreement, as follows:

- 1. The last sentence of Section 1 of the Provider Agreement shall be removed and replaced with the following:
  - "Exhibit A is amended to increase the number of units of service from six thousand eight hundred and forty-two (6,842) to eight thousand five hundred and thirty-one (8,531) units of service. The total allowable compensation for the Program Services under this agreement shall not exceed eighty-one thousand forty-seven dollars (\$81,047.00) for the renewal term."
- 2. Section 4 of the Provider Agreement shall be amended to add the following:
  - "d. Payments for the Renewal Term. For the renewal term of the Agreement, the Parties agree that the City paid \$22,100.00 when the Agreement was renewed. Upon receipt and approval of the interim report for the Renewal Term, the City will pay \$29,473.50. The City will pay the remaining balance due (up to \$29,473.50) upon receipt and approval of the year end report."
- 3. Section 22 is hereby added to the Provider Agreement as follows:

- "22. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement."
- 4. All other terms of the Provider Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Amendment to the 2019 Provider Agreement, on the day and year last written below.

### **CITY OF COLUMBIA, MISSOURI**

	Ву:	
	- ,	John Glascock, City Manager Date:
ATTEST:		
By:Sheela Amin, City Clerk	<del>-</del> ,	
APPROVED AS TO FORM:		
By: Nancy Thompson, City Counselor/rw		
23	r 1100454	within the purpose of the appropriation to which it is to be 0-504990 and that there is an unencumbered balance to cient to pay therefor.
	Ву:	Matthew Lue, Finance Director
	Wilkes Incorpo	515,
	$\frac{03}{\text{Date}}$	108/21
ATTEST:		
By Sophie Redelf		
Sophia Redelfs 1 Grants and Name and Title	Com	pliance Coordinator

# Exhibit A1

# **Program Services**

Program Name	Turning Point Day Center	

Service	Service Definition	Unit of Service Measure	Service Recipient	Unit of Service Rate	Number of Units of Service	Amount not to Exceed
	A location that provides protection from inclement					
	weather and support services to people in crisis					
	and/or experiencing		one resident of			
homeless drop-in center	homelessness.	one day/individual	Columbia	\$9.50	8,531	\$81,047.00