

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**COLUMBIA COMMUNITY HOUSING TRUST**  
**For**  
**A PLAN FOR COMPREHENSIVE HOMELESS SERVICES CENTER**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Columbia Community Housing Trust, a nonprofit corporation with an address of 201 Switzler Street, Columbia, Missouri 65203-4156, (hereinafter "CONSULTANT") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.
  - a. Scope of Services. The scope of services involves the professional and technical consulting services for development of a plan for a comprehensive homeless services center (hereinafter "Project"). The Project is more fully described in CONSULTANT's **Scope of Services**, which is attached as **Exhibit A**.
  - b. Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed.
  - c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards,

CONSULTANT shall, subject to the provisions of Paragraph 18, perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

- d. Schedule. On or after the Effective Date, the CITY shall issue the notice to proceed and CONSULTANT shall proceed in accordance with the timeline contained in the **Schedule of Work**, which is attached as **Exhibit B**.
2. Addition or Deletions to Services. CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by CONSULTANT and CITY at the time such services are added or deleted.
3. Exchange of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. Personnel. CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, subject to the provisions of Paragraph 6, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.
5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project.
6. Costs not to Exceed. The Parties have established a fixed sum of **seventy-five thousand dollars (\$75,000.00)** for CONSULTANT's total cost allowance for services as outlined in this Agreement. All expenses for payments to third parties or for materials or equipment on hand shall be documented and are reimbursable at cost only. Expenses for CONSULTANT'S personnel, or personnel of The Housing Authority of the City of Columbia, Missouri, shall be documented and are reimbursable at cost only (cost shall include the hourly rate paid to the employee plus the employer's share of FICA). To the extent that CONSULTANT is advised by its insurer to procure additional insurance to cover

its obligations hereunder, such additional expense shall be an expense reimbursable hereunder.

7. Payment.

a. Payment shall be made according to the following schedule:

\$25,000 initial payment upon execution of agreement;  
\$25,000 second payment based on submission of acceptable draft plan, per the scope of services; and  
\$25,000 final payment based on the submission and approval of the final plan.

Notwithstanding the foregoing payment schedule, the final payment may be reduced if expenses are less than projected.

b. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in Paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

c. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay CONSULTANT for the services rendered. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. Termination for Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the

same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination, subject to CITY'S obligation to pay just and equitable compensation to CONSULTANT for such work. Notwithstanding the foregoing, but subject to the limitations on CONSULTANT'S liability as set forth herein, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by CONSULTANT in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the CONSULTANT upon completion, termination or cancellation of the resulting contract. CONSULTANT may, at its own expense, keep copies of all its writing for its personal files. CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of CONSULTANT's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the CONSULTANT shall be allowed to use non-confidential materials for samples in pursuit of grants or other projects. The ownership rights described

herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) CONSULTANT has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CONSULTANT in the performance of Services or not, at any time and without limitation, and (ii) CONSULTANT retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall inure to the City. To the extent that CONSULTANT incorporates pre-existing work into a derivative work for City, CONSULTANT will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from CONSULTANT."

10. **Conflicts.** No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.
11. **Assignment.** CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

12. Compliance with Laws. CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
13. Employment Of Unauthorized Aliens Prohibited. CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
14. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.
15. Hold Harmless Agreement: To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONSULTANT in connection with providing these services. This provision does not, however,

require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from the act, failure to act, negligence or otherwise, of any professional subcontractor (meaning anyone holding a professional license, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services); provided, however, that CONSULTANT shall require the provision of a hold harmless agreement in favor of the City of Columbia from each such subcontractor of CONSULTANT. This provision further does not require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

16. No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
17. Professional Oversight Indemnification. CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONSULTANT agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CONSULTANT.
18. Professional Responsibility. CONSULTANT shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project. Notwithstanding the foregoing, CONSULTANT shall not be liable for, and shall not be required to perform, at its cost, without reimbursement from the City, professional services necessary to correct the errors and omissions in the work of any professionally licensed subcontractor; provided however that CONSULTANT shall require such subcontractor to execute an agreement requiring it to provide such corrections, at its cost, without reimbursement from the CITY, and CONSULTANT shall facilitate the provision of such corrections.
19. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or

relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

- 20. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
- 21. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to CITY:**

City of Columbia  
**Finance Department**  
**ATTN: Cale Turner, Purchasing Agent**  
P.O. Box 6015  
Columbia, MO 65205-6015

**If to CONSULTANT:**

**Columbia Community Housing Trust**  
**ATTN: Registered Agent Randy Cole**  
**201 Switzer Street**  
**Columbia, Missouri 65203-4156**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

- 22. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
- 23. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 24. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

25. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
26. Counterparts and Electronic Signatures. 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.
27. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**Exhibit:**

- |   |                   |
|---|-------------------|
| A | Scope of Services |
| B | Schedule of Work  |

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

28. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Name: Cale Turner

Title: Purchasing Agent

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **11004540-504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Director of Finance

(Seal)

**Columbia Community Housing Trust**

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

## EXHIBIT A Scope of Services

**SCOPE OF SERVICES:** The CONSULTANT shall be expected to deliver a written plan for a comprehensive homeless services center. Based on the City's assessment of needs and best practices to date, the plan for the center must reflect the following profile of the envisioned center at a minimum:

### **Target Population**

- Adults experiencing homelessness in the City of Columbia

### **Best Practices**

- Plans should be guided by the community's housing first (<https://www.usich.gov/solutions/housing/housing-first/>) approach to addressing homelessness.
- All applicable programs and services must be provided as part of the Missouri Balance of State Continuum of Care and the Functional Zero Task Force coordinated entry process and using the Missouri Balance of State Continuum of Care Homeless Management Information System (HMIS).

### **Services and Facilities**

1. Emergency Shelter
  - congregate type
  - minimum 75 beds
  - gender-separate sleeping areas
  - year-round operations are preferred; at minimum the shelter would be open December 1st-March 31st;
  - the intake policy should be "low-barrier" to provide shelter to individuals who may otherwise be deterred from staying in a shelter by admission requirements or a sense of feeling unwelcome.
2. Homeless Drop-In Center
  - operates year-round
  - preferably 7 days/week 7 a.m. - 4 p.m.; minimum Monday-Friday 7 a.m. – noon
  - must include restroom, showers, mail service, telephone, computer/internet access, and lockers for personal belongings
3. Meal Service (aka "soup kitchen")
  - evening meal at minimum
  - 7 days/week
4. Non-Congregate Transitional Housing
  - private sleeping rooms as part of a single facility or in scattered sites)
  - low barrier, but some requirements are permissible

- supportive services required (case management at minimum)
- 5. Permanent Supportive Housing
  - individual, subsidized housing units
  - supportive services required (case management at minimum)
  - must demonstrate a funding mechanism (e.g. project-based vouchers)
- 6. Supportive Services
  - At a minimum, case management must be provided in conjunction with other components of the center.
  - Other desired services include, but are not limited to:
    - provision of basic needs items
    - homeless prevention and rapid re-housing (rent and utility assistance)
    - street outreach
    - mental health care, including substance use disorder treatment
    - health care
    - adult literacy
    - employment readiness and support
    - vocational training
    - peer support

**DELIVERABLES:**

The work product shall be an actionable plan for a comprehensive homeless services center to be located and operated in the City of Columbia, Missouri, per the technical specifications below.

In the manner and timeframe directed by the City, CONSULTANT must submit a draft plan to the City for review. CONSULTANT shall incorporate any feedback from the City regarding the draft plan in a final plan to be submitted to the City in the manner, format, and timeframe directed by the City.

**TECHNICAL SPECIFICATIONS:**

The work product shall be reflective of the comprehensive homeless services center profile outlined in the Scope of Services above, and consisting of the following components:

**Strategic Plan**

- Vision, mission, and goals
- Performance measures

**Operations Plan**

- Services to be provided
  - Within the center
  - Contracted services
- Partnerships
- Management structure
  - Governance, oversight
  - Board structure(s)
  - Representation
- On-site, day-to-day management
  - Facility management
  - Record-keeping and data management
- Staffing
  - Numbers of staff by functions (full-time equivalents)
  - Qualifications of staff
- Volunteer resources
- Policies and procedures
  - Intake qualifications
  - Reduction of harm protocols
  - Safety/security/emergency preparedness
- Phasing of operations, if applicable

## **Facilities Plan**

- Conceptual building design
  - Programming of space
  - Floor plans
  - Prototype site plan
- Location analysis
  - Minimum site size
  - Proximity to public services and infrastructure
  - Relationship to neighborhoods and districts
  - Service territory: area, city-wide, city/county
  - List of potential sites
- Code analysis
  - Building, fire, and health codes
  - Zoning
- Preliminary estimates of development costs
  - Site acquisition/site control
  - Site development
  - Building construction
  - Soft costs
  - Finance costs
  - Legal
  - Design/permitting
- Development project management

- Estimated building operation costs
  - Utilities
  - Annual maintenance
  - Replacement reserves
- Phasing of facilities, if applicable

### **Financial plan**

- Budgets
  - Capital
  - Operating
- Capital campaign/fundraising plan
- Grants, contracts, third party payer sources, and direct support for planned operations
  - Available funding
  - Timing
- Dedicated revenue
- In-kind or volunteer resources
  - Volunteer labor
  - Donated food, clothing, supplies
- Shared assets

### **Feasibility Study**

Identify key capacities and, conversely, challenges or barriers to implementation, including but not limited to:

- Financial
- Regulatory barriers
- Organizational capacity
- Community acceptance

EXHIBIT B  
Schedule of Work

**August 15, 2022**

Draft plan due from Consultant to the City.

**August 31, 2022**

Date by which comments from the City on draft plan will be provided to Consultant.

**September 30, 2022**

Final plan due from Consultant to the City.