

**THIRD AMENDMENT
to the
2021 SOCIAL SERVICES PROVIDER AGREEMENT**

This Third Amendment to the 2021 Agreement between the **CITY OF COLUMBIA** (“City”), and **Wilkes Boulevard United Methodist Church** (“Provider”) is made as of the date of the last signatory noted below (“First Amendment Effective Date”).

RECITALS

- A. WHEREAS, on December 21, 2021, City and Provider entered into an Agreement (“2021 Agreement”) for services related to the operation of a homeless drop-in center; and
- B. WHEREAS, on October 18, 2022, the Parties amended the Agreement to make overnight warming center services available to unsheltered homeless population during periods of extreme cold weather (“First Amendment”); and
- C. WHEREAS, on December 20, 2022, the Parties amended the Agreement to make additional homeless drop-in center services available to the unsheltered homeless population on Sundays during the winter (“Second Amendment”); and
- D. WHEREAS, the Parties hereto desire to formally amend the 2021 Agreement with this Third Amendment (hereinafter “Third Amendment”) and desire to be bound by the terms contained in the 2021 Agreement as amended or supplemented by those terms contained in the First Amendment, the Second Amendment, and this Third Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2021 Agreement as previously amended, as follows:

- 1. Exhibit A3, attached hereto, is hereby incorporated by reference. The pricing set forth in Exhibit A3 is applicable during the Second and Third Renewal Terms only.
- 2. Section 1 of the Provider Agreement, as previously amended, is hereby removed and replaced with the following:
 - “1. PURCHASE OF SERVICES:
 - a. For the Initial and the First Renewal Terms. Provider agrees to furnish and City agrees to purchase the services set forth in Exhibit A2, for low income residents of the City of Columbia.
 - b. For the Second and Third Renewal Terms. Provider agrees to furnish and City agrees to purchase the services set forth in Exhibit A3 for low income residents of the City of Columbia.

- c. Beginning on January 1, 2024, Provider agrees to expand its operation of the homeless drop-in center services according to the following schedule: Monday through Friday, 7:30 a.m. to 3:30 p.m. and Sundays from 12:30 p.m. to 4:15 p.m.
- d. The total allowable compensation for the Program Services during the Initial Term (01/01/2022-12/31/2022) shall not exceed \$106,491.76.
- e. The total allowable compensation for the Program Services during the First Renewal Term (01/01/2023-12/31/2023) shall not exceed \$183,489.58.
- f. The total allowable compensation for the Program Services during the Second Renewal Term (01/01/2024-12/31/2024) shall not exceed \$409,478.58.
- g. The total allowable compensation for the Program Services during the Third Renewal Term (01/01/2025-12/31/2025) shall not exceed \$409,478.58.”

3. Section 2 of the Provider Agreement, as previously amended, is hereby removed and replaced with the following:

“2. TERM AND TERMINATION:

- a. Initial Term. The Initial Term of this Agreement shall be for a term of one year commencing on January 1, 2022 and ending on December 31, 2022.
- b. Provider agrees that the City may at its sole option and with agreement of the Provider renew the Agreement for up to three (3) additional one year renewal terms.
 - i. First Renewal Term. The First Renewal Term shall be for a term of one year commencing on January 1, 2023 and ending on December 31, 2023.
 - ii. Second Renewal Term. The Second Renewal Term shall be for a term of one year commencing on January 1, 2024 and ending on December 31, 2024.
 - iii. Third Renewal Term. The Third Renewal Term shall be for a term of one year commencing on January 1, 2025 and ending on December 31, 2025.
- c. Termination. Either party may terminate this Agreement upon thirty (30) days written notice as set forth herein.”

4. Section 4 of the Provider Agreement, as previously amended, is hereby removed and replaced with the following

“4. PAYMENTS: Payments will be made as follows.

- a. Initial Term.
 - i. The City paid \$30,597.20 on or about the Effective Date of the Provider Agreement.

- ii. The City paid \$29,697.28 upon receipt and approval of the interim report.
 - iii. The City shall paid the remaining balance due (up to \$46,197.28) for 2022 services upon receipt and approval of the 2022 year-end report.
 - b. First Renewal Term.
 - i. The City paid \$62,386.46 no later than January 15, 2023.
 - ii. The City paid \$60,551.56 upon receipt and approval of the interim report.
 - iii. The City shall pay the remaining balance due (up to \$60,551.56) for 2023 services upon receipt and approval of the 2023 year-end report.
 - c. Second and Third Renewal Terms.
 - i. Provider may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed. The invoice shall be based upon the pricing set forth in Exhibit A3.
 - ii. Conditioned upon acceptable performance. Provided Provider performs the services in the manner set forth herein, City agrees to pay Provider 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 Provider 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.
 - iii. 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 Provider's receipt of said disapproval, Provider shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Provider shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
 - iv. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Provider for the services rendered. City shall pay Provider within thirty (30) days of receipt of an invoice."

5. All other terms of the 2021 Agreement, as previously amended, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to the 2021 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract 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 for the second renewal term.

By: _____
Matthew Lue, Finance Director

Wilkes Boulevard United Methodist Church

By: D. Host
Executive Director

11/14/2023
Date

Exhibit A3

Program Services and Pricing for Second and Third Renewal Terms

Program Name	Turning Point Day Center
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The following rates apply during each of the Second and Third Renewal Terms

Service	Service Definition	Unit of Service Measure	Service Recipient	Unit of Service Rate	Amount not to Exceed	Number of Units of Service
homeless drop-in center	A location that provides protection from inclement weather and support services to people in crisis and/or experiencing homelessness.	one day/individual	one resident of Columbia age 20 and over	\$20.00	\$343,478.58	17,173.93
overnight warming center	A location that provides overnight refuge from inclement cold weather to people experiencing unsheltered homelessness.	one night (7:00 p.m. – 7:00 a.m.)	one resident of Columbia age 20 and over	\$1,500.00	\$66,000.00	44