

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

This Third Amendment to the 2021 Agreement between the **CITY OF COLUMBIA** ("City"), and **Columbia Interfaith Resource Center** ("Provider") is made as of the date of the last signatory noted below ("Third 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 an emergency overnight shelter for unhoused persons; and
- B. WHEREAS, on November 2, 2022, the Parties amended the Agreement to include a license to use the City of Columbia facility located at 1509 Ashley Street for the provision of the contracted overnight emergency shelter services ("First Amendment"); and
- C. WHEREAS, on December 20, 2022, the Parties amended the Agreement to continue the services for an additional year ("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. Section 1 of the Provider Agreement, as previously amended, is hereby removed and replaced with the following:
 - "1. PURCHASE OF SERVICES:
 - a. Provider agrees to furnish and City agrees to purchase the services set forth in Exhibit A1 for low-income residents of the City of Columbia.
 - b. Beginning on January 1, 2024, Provider agrees to expand its overnight emergency shelter services operation year round.
 - c. The total allowable compensation for the Program Services during the Initial Term (01/01/2022-12/31/2022) shall not exceed \$75,017.50.
 - d. The total allowable compensation for the Program Services during the First Renewal Term (01/01/2023-12/31/2023) shall not exceed \$134,956.61.

e. The total allowable compensation for the Program Services during the Second Renewal Term (01/01/2024-12/31/2024) shall not exceed \$584,956.61.

f. The total allowable compensation for the Program Services during the Third Renewal Term (01/01/2025-12/31/2025) shall not exceed \$584,956.61.”

2. 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. First Renewal Term. The Renewal Term shall be for a term of one year commencing on January 1, 2023 and ending on December 31, 2023.

c. 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.

d. 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.

e. Termination. Either party may terminate this Agreement upon thirty (30) days written notice as set forth herein.”

3. 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 \$25,505.95 on or about the Effective Date of the Provider Agreement.

ii. The City paid \$24,755.78 upon receipt and approval of the interim report.

iii. The City paid the remaining balance for services rendered during the initial term upon receipt and approval of the 2022 year-end report.

b. First Renewal Term.

i. The City paid \$45,885.25 on January 17, 2023.

ii. The City shall pay \$44,535.68 upon receipt and approval of the interim report.

iii. The City shall pay the remaining balance due (up to \$44,535.68) 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 A1.
- 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."

4. Section 23 of the Provider Agreement, as previously amended, is hereby removed and replaced with the following:

"23. License to use City's Building at 1509 Ashley Street. Subject to the following terms and conditions, City hereby grants Provider a non-exclusive, revocable license to use the City owned building located at 1509 Ashley Street, Columbia, Missouri (hereinafter "Premises"), to provide the services set forth herein.

a. Duration of Provider's Use of the Building; License Term. Unless the license is revoked by the City or extended by the City Manager, City hereby grants Provider a non-exclusive, license to use the Premises according to the following schedule:

November 28, 2022 through and including December 31, 2022;
January 1, 2023 through March 31, 2023; and
October 1, 2023 through December 31, 2025.

b. Provider's Responsibilities. Provider shall regularly clean the interior of the Premises and shall maintain the Premises in good order, condition and repair in a manner consistent with the operation of comparable facilities. Provider shall secure the Premises when not in use and shall be responsible for the security of the Premises during the license term.

c. City's Responsibilities. City shall maintain the exterior of the property and all major interior systems, such as heating and cooling.

d. Utilities. City, at City's sole cost, shall provide electric and water for the building.

e. Cleaning Supplies. City shall provide cleaning supplies.

f. Snow removal. City shall be responsible for snow removal.

g. Hazardous Materials. No Hazardous Materials shall be used, kept, treated, stored, sold, released, discharged or disposed of from, on, about, under or into the Premises except in compliance with Applicable Laws and as approved by City in writing. If any Hazardous Materials Occurrence caused by Provider results in any contamination of the Premises or City Property or neighboring property, Provider shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result on the Hazardous Materials Occurrence. Except in the cases of emergency, City's written approval of such actions shall first be obtained.

h. City's Access to the Premises. City has the right, at reasonable times and (except in the case of emergency) following advance notice to Provider, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of the Agreement and or the City Property as determined by the City and to close the Premises when immediate danger to life or property is discovered. This Agreement does not vest in Provider any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the City. Provider's use of the Premises is a non-exclusive license, and may be revoked at any time by the City in the City's sole discretion.

i. Non-exclusive Use of the Premises.

1. Provider's use of the Premises is non-exclusive.

2. City may allow city staff to use the Premises to provide services to the public. City and Provider shall coordinate the use of the space as needed.

3. City, with agreement of Provider, may allow other social service agencies or contractors to utilize the space to provide services to unhoused persons.

4. Provider shall cooperate with all other authorized users of the Premises.

j. "As Is" Condition of the Premises. Provider accepts the Premises in the existing "as is" condition and acknowledges that Provider does not rely on, and City does not make, any express or implied representations or warranties as to any matters, including but not limited to, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the programmatic feasibility of Provider's use and occupancy of the Premises, or the presence of any hazardous materials on or in the vicinity of the Premises. Provider represents that Provider has exercised due diligence and made a thorough, independent examination of the Premises and all matters relevant to the Provider's decision to use the Premises, and Provider is thoroughly familiar with all aspects of the Premises and is satisfied that the Premises are in an acceptable condition and meets the Provider's needs.

k. Authorized Uses. Provider may use the Premises for providing emergency sheltering and related services to homeless persons located within the city limits of Columbia, Missouri according to the approved schedule.

l. Forbidden Uses. In no event shall the Premises be used for any purpose that is not permissible, or even if so permissible, that may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health and welfare of the City Property resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

m. Signage. Provider shall not post signs on the Premises of any nature without City's prior written approval.

n. Permits and Approvals. Provider shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Agreement.

o. Alterations. Provider shall not make alterations of any nature to the Premises without the written permission of the City.

p. Surrender and Holding Over. On or before March 31, 2023 or upon the revocation of the License, Provider shall peaceably surrender and vacate the Premises, remove Provider's personal property, and return the premises, including all furniture, fixtures and equipment, to as good an order and condition that existed on the Commencement Date. For these purposes, the Parties shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by Provider to City for City's furniture, fixtures, and equipment, or elements of the Premises

shown to be lost, damaged, or destroyed. Any such furniture, fixtures or equipment or other elements of the Premises shall either be replaced or returned to the condition required under this Section by Provider, ordinary wear and tear excepted, or at the election of City, reimbursement made therefore by Provider at the then current market value thereof. This License shall end upon the Expiration Date or Termination Date and any holding over by Provider or the acceptance by City of any form of payment or other charges after such date shall not constitute a renewal of this Agreement or give Provider any rights under this Agreement or in or to the Premises.

q. Insurance. Provider shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Provider is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Provider under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

1. Workers' Compensation & Employers Liability. Provider shall either obtain the City's Risk Manager's approval of the Provider's Workers' Compensation waiver or maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

2. Commercial General Liability. Provider shall maintain Commercial General Liability coverage at a limit of \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

3. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Premises to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Provider and City. Provider is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. The insurance required by the provisions of this section is required in the public interest and City does not assume any liability

for acts of Provider and/or Provider's employees and/or Provider's subcontractors in the performance of this Agreement."

4. Exhibit A1 shall be amended as set forth in this section. The Parties agree to remove the columns labeled "Amount not to Exceed" and "Number of Units of Service." The parties agree that the Service, Service Definition, Unit of Service Measure, Service Recipient, and Unit of Service Rates set forth in Exhibit apply to all services performed pursuant to the Agreement. The Parties agree that the not to exceed amounts for each term are set forth in Section 1 of this Amendment.
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:

SKB

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

Columbia Interfaith Resource Center

By: Deborah K. Cullen
Board President