



City of Grand Island

Tuesday, August 23, 2005

Council Session

Item G9

#2005-*237- Consultan Agreement for Homeless Study

Staff Contact: Joni K

Council Agenda Memo

From: Community Development

Meeting: August 23, 2005

Subject: Consultant Agreement for Homelessness & Homeless Housing Study

Item #'s: G-9

Presenter(s): Joni Kuzma, Development Specialist

Background

In April, 2005 the City of Grand Island received a \$36,950 CDBG Planning Grant to conduct a needs assessment of homeless and homeless housing needs in Grand Island, the area served by Hope Harbor (Hall, Hamilton, Howard and Merrick Counties), and the tri-city area. Inter local agreements are in place with Hall County, Hamilton County, Howard County, Merrick County, Kearney County, Buffalo County, the City of Hastings and the City of Kearney. Hope Harbor is providing \$9,300 in match. The City is providing \$3,050 for a total project amount of \$49,300.

A Request for Proposals to conduct the study was published in the Grand Island Independent on June 8, 2005 and Proposal packets sent to six consulting companies. Sealed proposals were sent to the City Clerk's office and opened on June 27, 2005 at 4:00 p.m.

Discussion

Two proposals were received and an agreement negotiated with the consultant who received the top scoring review. At this time, it is staff recommendation that an agreement be awarded to the Center for Rural Research and Development, (Kay Payne, Consultant) for the contracted amount not to exceed \$49,300.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.
2. Disapprove or /Deny the Planning Grant agreement.
3. Modify the Planning Grant agreement to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that Council approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.

Sample Motion

Approve the Planning Grant agreement with the Center for Rural Research and Development to conduct a needs assessment and study and give approval for the Mayor to sign all related documents.

SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Grand Island (hereinafter referred to as the City) and the Center for Rural Research & Development (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into an agreement to formalize their relationship and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2004 CDBG contract with the Department, under agreement #04PP028, has been awarded CDBG funds for the purposes set forth herein and

WHEREAS, the Scope of Work included in this agreement is authorized as part of the City approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined the work activities described in the Scope of Work. (Attachment #1 to the agreement).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this agreement shall be the date the parties sign and complete execution of the agreement. The termination date of the agreement shall be one month following submission of the final Community Development Block Grant close out reports to the Nebraska Department of Economic Development or at a time mutually agreed to by the parties.

3. Consideration

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 to the agreement for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of \$49,300 over a two-year period. Reimbursement under this agreement shall be based on billing statements submitted by the Consultant for services provided, according to the required City Council cut-off dates for submission of bills.

It is also understood that this agreement is funded in part or in whole with funds through the State of Nebraska Community Development Block Grant Program as administrated by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City or the Department may prescribe. In general such records will include information pertaining to the agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards, (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of three years after the final audit of the City CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this agreement the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this agreement in the manner specified herein:

- a. **Suspension** If the Consultant fails to comply with the terms and conditions of this agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this agreement, the City may suspend the agreement effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full

compliance with the terms and conditions of this agreement. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the agreement except:

- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City in accordance with the percentage of the work completed.

b. **Termination for Cause** If the Consultant fails to comply with the terms and conditions of this agreement and any of the following conditions exist;

- (1) The lack of compliance with provisions of this agreement are of such scope and nature that the City deems continuation of the agreement to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, the City may terminate this agreement in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds** The agreement may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, the portion to be terminated.
- (2) If the funds allocated by the City via this agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

- (4) The City may terminate this agreement at any time giving at least 10 days notice in writing to the Consultant. If the agreement is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon the City and the Consultant, shall be incorporated in written amendments to this agreement.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be the full responsibility of the Consultant, subject to each provision of this agreement.

9. Assignability

The Consultant shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or novation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement.

14. Executive Order 11246 (APPLICABLE TO CONSTRUCTION AGREEMENTORS ONLY)

During the performance of this agreement, the Consultant agrees as follows:

Add appropriate Executive Order 11246 Clause (depending on the amount of the agreement) here.

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 3 Compliance in the Provisions in Training, Employment and Business Opportunities

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned insubstantial part by persons residing in the areas of the project.
- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no agreemental or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send each labor organization or representative or workers with which he/she has collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 clause in every sub-agreement for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the sub-agreement, upon a finding that the sub-agreementor is in violation or regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not sub-agreement with any sub-agreementor where it has notice or knowledge that the latter has been found in violation or regulations under 24 CFR Part 135 and will not let any sub-agreement unless the sub-agreementor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and sub-agreementors, its successors and assigns to those sanctions specified by the grant or loan agreement sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246. As Amended

This Order applies to all federally assisted construction agreements and subagreements. The Grantee and subagreementors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee and subagreementors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any agreement, subagreement or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Is further required that this stipulation be included in all subagreements to this agreement.

Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this agreement, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction agreement or construction subagreement or construction subagreement.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page
Attachment #2 Payment Schedule, consisting of one page

WITNESS WHEREOF, the City and the Consultant have executed this agreement as of the date and year last written below.

CITY OF GRAND ISLAND, NEBRASKA

Jay Vavricek Mayor

Date

CENTER FOR RURAL RESEARCH & DEVELOPMENT

Kay Payne, Director

Date

AGREEMENT REVIEWED AND APPROVED FOR CONTENT BY:

Douglas R. Walker, City Attorney

Date

ATTACHMENT I

SCOPE OF WORK

The Center for Rural Research & Development will provide the following service to the City of Grand Island in the completion of a Homelessness and Homeless Housing .

The selected consultant will be expected to perform the entire scope of services, including, but not limited to:

- Design an assessment tool for determining needs of homeless persons in the region
- Collect necessary data to evaluate and determine needs of homeless persons in region
- Determine adequate capacity for Hope Harbor homeless shelter and alternative housing options for the Grand Island service area
- Feasibility study for a capital campaign to address long-range funding for homeless shelter and housing
- Service delivery and facility design
- Interagency coordination and staffing needs for homeless services
- Assess tri-city coordination of services
- Public meetings
- Formation of task force and/or steering committee
- Submission of a completed Homelessness and Homeless Housing needs study, with a capital campaign component

Deliverables:

The City of Grand Island uses ArcView GIS software, AutoCAD Map, Microsoft Word, Excel, Access and Power-point. All documents shall be prepared using a combination of these software packages. Electronic copies of all documents shall be submitted to the City of Grand Island on a CD or DVD.

All maps, data, findings, etc. that are collected, developed or written for this project by the consultant shall become the property of the City of Grand Island with unlimited rights to copy, distribute and/or modify.

ATTACHMENT II
PAYMENT SCHEDULE

The Consultant agrees to submit invoices no less than monthly for services performed for the City of Grand Island.

The City of Grand Island agrees to render payment to the Consultant based on the date an invoice is submitted for payment. A 2005 schedule of cut-off dates for City Invoice processing is listed below. If an invoice is submitted the Friday before the listed cut-off date, the payment will be scheduled for the next regularly scheduled council meeting. If an invoice is submitted to the City on the morning of the cut-off date, it will be processed and submitted to the City Finance Department by noon that day, if possible.

Allowable expenses shall include all costs of services and expenses associated with the needs assessment and feasibility study.

The City of Grand Island agrees to approve draw down of funds from the Department of Economic Development at the earliest possible City Council meeting.

As per the Community Development Block Grant Application #04-PP-028, a total of \$49,300 will be paid from a combination of Block Grant and matching funds over two years. The period covered under this agreement will be from August 23, 2005 to February 25, 2007. All of the required activities and services, except for administration and audit, will be completed by or before this date.

<u>2005 Cut-off date</u>	<u>Council meeting date</u>
September 6, 2005	September 13, 2005
September 19, 2005	September 27, 2005
October 3, 2005	October 11, 2005
October 17, 2005	October 25, 2005
October 31, 2005	November 8, 2005
November 14, 2005	November 22, 2005
November 28, 2005	December 6, 2005
December 12, 2005	December 20, 2005

A 2006 schedule will be provided as soon as it is available.

RESOLUTION 2005-237

WHEREAS, the City of Grand Island invited proposals for Homelessness and Homeless Housing Needs Study in accordance with a Request for Proposal on file with the Community Development Division of the Planning Department; and

WHEREAS, proposals were due on June 27, 2005; and

WHEREAS, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Center for Rural Research and Development of Kearney, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for an amount not to exceed \$49,300; and

WHEREAS, \$36,950 of such proposal cost will be paid with Community Development Block Grant funds received for such project; and

WHEREAS, Hope Harbor will contribute \$9,300 towards the cost of the project, and the City will be responsible for the remaining \$3,050.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Center for Rural Research and Development of Kearney, Nebraska, for a Homelessness and Homeless Housing Needs Study for an amount not to exceed \$49,300 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such services on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2005	☐ City Attorney