

Emergency Agreement for Temporary Shelter Services

This Emergency Agreement for Temporary Shelter Services ("Agreement") is made and entered into this 9th day of April, 2020, by and between City Hope St. Louis ("CHSTL") and the City of St. Louis, Missouri, by and through the Director of Health & Hospitals/Health Commissioner, Dr. Frederick Echols, M.D. ("City").

WHEREAS, Dr. Echols has determined that incurring the expenses herein is necessary to suppress or mitigate a contagious disease pursuant to Art XIII, section 14-C(c) of the Charter; and

WHEREAS, On March 13, 2020, a nationwide emergency was declared pursuant to Section 501(b) of the Stafford Act; and

WHEREAS, the State of Missouri's Director of the Department of Health and Senior Services, finding it necessary to protect public health and prevent the further spread of COVID-19, pursuant to the authority granted under section 192.020, RSMo, and 19 CSR 20-20.040, issued a statewide "Stay at Home" hereby order on April 3, 2020; and

WHEREAS, the City has executed an emergency, short-term sublease of a facility located at 3225 N. Florissant Avenue, St. Louis, MO 63107 ("Premises") for the purpose of providing shelter and care for the homeless during the COVID-19 pandemic; and

WHEREAS, the City wishes to retain CHSTL to manage and oversee operations at the Premises;

NOW THEREFORE, in consideration of CHSTL providing certain services to the City for the purpose of operating and managing a shelter facility for members of the City's homeless population during the COVID-19 pandemic to prevent possible community spread and assuring public health and safety, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Term.** The term of this Agreement commences April 9th, 2020 and extends a minimum of 60 days thereafter. The Parties agree and understand that the City has subleased the Premises for a minimum of 60 days with additional, 60-day extension terms possible thereafter, with the intent to provide a shelter facility for members of the City's homeless population during the COVID-19 pandemic. A copy of said Amended Sublease Agreement ("Sublease") is attached hereto as Exhibit A and incorporated herein. The Parties further agree and understand that the term of this Agreement shall be a minimum of 60 days, but that the Parties will cooperate and make diligent efforts to extend the term of this Agreement on reasonable terms to accommodate any Amended Sublease extension terms for the Premises as needed to protect the health and safety of shelter occupants and the public.

2. Scope of Services. CHSTL executive staff members shall be responsible for the overall management for the temporary shelter for the homeless at the Premises, on a 24-hour, seven-day-a week basis.

(a) Staff. In addition to the executive staff, CHSTL will provide sufficient, appropriate additional staff to ensure that the residents are monitored and participating in designated programming. Two support staff members will provide coverage on each shift. CHSTL will also provide a Case Manager who will conduct initial assessments and be available to provide community resources to assist each shelter resident in moving beyond homelessness. There will also be an Activity Director for the Premises who will provide activities for the residents that will be therapeutic in nature and help to address some of their underlying trauma issues. Our Executive staff members will personally provide the overall management for this project.

(b) Services. In addition to the services described above, CHSTL will provide residents (i) life skill programming; (ii) workshops such as resume writing, effective job search techniques, health and wellness, how to acquire proper identification, banking, health insurance etc.; (iii) assistance for those that may be challenged with mental illness or substance addictions; (iv) additional activities to occupy residents' time and to provide a healthy therapeutic outlet, including things such as craft nights, game nights, exercise class and other activities that will help to provide stimulation and motivation for guests. CHSTL may identify and provide other services to shelter residents at CHSTL during the term of this Agreement.

3. City Fees and Obligations.

City agrees to make payment to CHSTL in the amount of \$27,000.00 upon execution of this Agreement. Said amount will be credited toward payment of the fees payable by the City and described below.

City shall compensate CHSTL at a per diem rate of \$40.00 per shelter resident. If no individuals are placed at the Premises shelter for 14 consecutive days, the per diem payments may be suspended.

The City shall provide security for the shelter operation at the Premises for 16 hours per day. Under the Sublease terms and provisions (Exhibit A hereto), the Sublessor is obligated to provide the following to the City, which shall in turn be dedicated by the City to the operation of the shelter at the Premises at no cost to CHSTL:

- a. Sublessor shall provide food service to all occupants, a minimum of three meals a day.

- b. Sublessor shall provide air mattresses or cots and daily linen and laundry service for all occupants.
- c. Sublessor shall furnish all utilities, including but not limited to all lighting, heating, cooling, electric, sewer, water (hot and cold), standard supplies incident to the operations at the Premises (i.e., restroom soap, towels, etc.) and trash service to the Premises.
- d. Sublessor shall provide daily nursing services for patients.
- e. Sublessor shall allow Sublessee and the residents access to Sublessor's campus wifi and internet; or Sublessor may provide an alternative source of wifi and internet for residents;
- f. Sublessor shall provide janitorial services and building maintenance for the Premises, and shall make ordinary and reasonable repairs in a timely manner when notified by Sublessee.
- g. Sublessor shall provide the Premises to the Sublessee and shall comply with all laws and ordinances now in force or hereinafter enacted in respect to the use of the Premises.
- h. Sublessor shall maintain insurance upon the Premises.
- i. Sublessor shall thoroughly clean and set up each floor of the Premises for use prior to Sublessee's occupancy.
- j. Sublessor is responsible for all repairs and maintenance of the premises.

4. Obligations of CHSTL.

In addition to the services described in Section 2 of this Agreement, CHSTL shall:

- a. Notify the City and Sublessor of any necessary repairs or maintenance as soon as practicable.
- b. Use reasonable diligence in the care and maintaining of the Premises, and shall not make any alteration or modification of the Premises without Sublessor's prior written approval.
- c. Provide activities for residents, such as community TV, books, computer access, etc., within the criteria established by the Association for Professionals in Infection Control and the U.S. Department of Housing and Urban Development so as to prevent the spread of infectious diseases among residents.

5. Liability.

CHSTL shall be responsible for any damages, claims, or causes of action for damage to persons or property which occurs on the Premises and which was caused by the action or inaction of CHSTL. CHSTL shall not be liable to City or any other person or corporation, including employees, for any damages, claims, or causes of action for damage to their persons or property which occurs on the Premises and the surrounding property which

may be caused by the staff of the City or Sublessor, or by the condition of such property for any reason unless such event is directly caused by CHSTL's negligence.

6. **Notice.** Notices to the City must be directed to:

Valerie Russell, Commissioner
Department of Human Services
1520 Market Street, Room
St. Louis, MO 63102
Telephone: (314) 657-1651
davisva@stlouis-mo.gov

Dr. Frederick Echols
Director of Health & Hospitals/Health Commissioner,
1520 Market Street, Suite 4045
St. Louis, MO 63103
Telephone: (314) 657-1528
echolsf@stlouis-mo.gov

With a copy to:
City Counselor
1200 Market, Room 314
St. Louis, MO 63103
Telephone: (314) 622-3361
bushj@stlouis-mo.gov

Notices to CHSTL must be directed to:

Pastor Michael Robinson
City Hope St. Louis
4227 Clay Avenue
St. Louis, MO 63115
Telephone: (314) 514-5803

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. It is further agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (Twenty-Second Judicial Circuit) or in the United States District Court for the Eastern District of Missouri.
8. **Possible Funding Requirements.** The Parties understand and agree that the City is attempting to address threats to public health on an emergency basis and may seek reimbursement of its costs hereunder from State or Federal agencies, including the

Federal Emergency Management Agency ("FEMA"). CHSTL agrees to comply with all applicable Federal and State laws, regulations, executive orders, FEMA policies, procedures, and directives as needed to assist the City in seeking such reimbursement, including but not limited to:

- a. Compliance with the following access to records requirements: (i) CHSTL agrees to provide the City, State officials and/or Federal officials including the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CHSTL which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) CHSTL agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) CHSTL agrees to provide the FEMA Administrator or his authorized representatives, if applicable, access to the work site hereunder; (iv) In compliance with the Disaster Recovery Act of 2018, the City and CHSTL acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States or other government officials.
- b. CHSTL shall not use Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. If the City seeks financial assistance from FEMA, the Parties acknowledge and agree that FEMA financial assistance will or may be used to fund all or a portion of the Agreement. In such case, CHSTL will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- d. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
- e. CHSTL acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.
- f. CHSTL must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9. Entire Agreement. This is the entire agreement and no amendment or modification may be made without the written, mutual agreement of the parties hereto.

10. Warranties and Representations.

The individual executing this Agreement on behalf of CHSTL represents and warrants that he/she possesses full authority to execute this Agreement.

Dr. Frederick Echols, Director of Health & Hospitals/Health Commissioner of the City of St. Louis, is authorized to execute this Agreement on behalf of the City of St. Louis pursuant to his emergency powers and authority under the Charter of the City of St. Louis, Article XIII, Section 14-C (c).

IN WITNESS WHEREOF, the parties have caused this Emergency Agreement for Temporary Shelter Services to be signed by their authorized officials the day and year first above written.

CITY OF ST. LOUIS

By:  4/10/2020

Dr. Frederick Echols, Director of Health & Hospitals/Health Commissioner of the City of St. Louis

City Hope St. Louis

By:  4-9-2020

Print Name: MICHAEL L. ROBINSON

Title: CEO

EXHIBIT A

Amended Sublease Agreement