

**HEARTH – EMERGENCY SOLUTIONS GRANT
COVID 2019 - CARES ACT FUNDING**

Name of Subcontractor: St. Patrick Center (hereinafter referred to as the “Subrecipient” 2 CFR 200.330).

Address: 800 N. Tucker, St. Louis, MO 63101

EIN #: 43-1263499

DUNS #: 15-0416345

Cage Code#: 4NJY4

ESG Federal Award ID NO: TBD

Coronavirus Aid, Relief and Economic Security Act (CARES Act)

Public Law 116 -136

Whereas, President Trump signed the CARES act March 27, 2020 and the Mega Waivers authority were granted on March 31, 2020 to respond to the coronavirus outbreak, the CARE Act made available ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94);

Whereas, the recipients of the ESG-CV funds may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for and respond to coronavirus, notwithstanding, 24 CFR 576.407 (f) and 2 CFR 200.317-200.326;

Whereas the funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD’s Very Low Income limit for the area and meets the criteria in paragraphs (1)(ii) and (1) (iii) of the “at risk homelessness” definition in 24 CFR 576.3;

Whereas, the CARES Act authorizes the HUD Secretary to grant waivers of and specify alternative requirement for statutes and regulations, the Secretary administers in connection with the use of the ESG funds (except for requirements related to fair housing, nondiscrimination, labor standards and the environment. These waivers and alternative requirements can be issued when necessary to expedite and facilitate the use of funds to prevent, prepare for and respond to coronavirus;

NOW therefore, the Parties enter into the following Emergency Agreement for Temporary Shelter Services.

Emergency Agreement for Temporary Shelter Services

This Emergency Agreement for Temporary Shelter Services ("Agreement") is made and entered into this 23 day of April, 2020, by and between the St. Patrick Center ("Center" or "Subrecipient") 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" order on April 3, 2020, which order was extended on April 16, 2020; and

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

WHEREAS, pursuant to the terms of said sublease, the City has exercised its option to lease the Expanded Premises, commonly known as the Tower, as described in the sublease;

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

NOW THEREFORE, in consideration of Center 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 __, 2020 and extends a minimum of 60 days thereafter. City shall have the option to extend the term for up to three additional 60-day periods, with at least 10 days' notice in writing to Center.
2. **Scope of Services.** Center executive staff members shall be responsible for the overall management for the temporary shelter for the homeless at the Extended Premises in the Amended Sublease Agreement attached hereto as Exhibit A

(hereinafter referenced as the "Tower Premises"). Among those services, Center shall provide the following services to up to 51 non-COVID positive/symptomatic clients at the Tower Premises:

- (a) General social services/case management with at least one staff member on site 24 hours a day, seven days a week;
- (b) Intake and assessment in coordination with the city;
- (c) Referrals to pertinent services such as mental health when applicable or necessary;
- (d) Referrals to services that improve general well-being and social activity/interaction;
- (e) Assistance navigating systems for services, including medical, food stamps and other government/non-government programs;
- (f) Referrals to available housing services to potentially help clients obtain permanent housing;
- (g) Referrals to employment services and job training when applicable/available; and
- (h) Coordination with all other project providers, including health care, facility and the City.
- (i) If and when clients require quarantine, the Center staff will work with the city to transition off a quarantine floor and coordinate local healthcare providers who will become the new professional operators of the clients on that quarantine floor.

3. City Fees and Obligations.

City agrees to make payment to Center as indicated in the fee schedule attached hereto as Exhibit B. An initial payment of \$ 10,000.00, which shall be due upon the effective date of this agreement and shall be forwarded by City to Subrecipient within 5 days thereof. Subsequent payments equal to the total monthly budget shown on Exhibit B will be due May 15, 2020, June 15, 2020 and the 15th of each month thereafter in which this agreement has been extended unless reduced by the amount for any floor which is. City and Subrecipient shall notify the other in writing of any desire to terminate this agreement no later than the 15 days prior to the requested date of termination after the initial 60 day term.

City shall:

- (a) Provide general oversight and management of the project;
- (b) On-site security personnel for the Tower Premises;
- (c) Personal protective equipment for the Center staff, personnel and clients, including masks, gloves, thermometers and any other PPE necessary;

- (d) If and when clients require quarantine, the city will work with the Center to transition off a quarantine floor and help coordinate local healthcare providers who will become the new professional operators of the clients on that quarantine floor.

4. Sublessor's Obligation Under the Sublease Agreement.

The Parties understand and agree that, pursuant to the terms of the Sublease Agreement (Exhibit A hereto), the Sublessor (aka, Sister Mission) shall:

- (a) Provide initial cleaning/janitorial and set up for the Tower Premises facility, including beds, furniture, etc.;
- (b) Provide three meals per day, per resident and daily access to restrooms, showers and hygiene items;
- (c) All necessary maintenance and repairs to the Tower Premises; and
- (d) Laundry services for all clients when needed.

5. Liability.

Center shall be responsible for any damages, claims, or causes of action for damage to persons or property which occurs on the Tower Premises and which was caused by the action or inaction of Center. Center 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 Tower 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 Center'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 CENTER must be directed to:

800 N. Tucker
St. Louis, MO 63101
Phone:
Email:

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"). CENTER 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) CENTER 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 CENTER which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; (ii)

CENTER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) CENTER 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 CENTER 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. CENTER 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, CENTER 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. CENTER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.
- f. CENTER 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 Center 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:  _____

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

Subrecipient

St. Patrick Center

By:  _____

Print Name: Anthony D'Agostino

Title: CEO - St. Patrick Center

Register:

EXHIBIT A

Amended Sublease Agreement

Exhibit B

**SPC Budget
Current/Expansion of Women's Night Program
17-rooms: 6th floor tower (per month)**

Expenses	Totals
Personnel – 5 staff	\$29,500
Direct Client Aid – tech, entertainment, telehealth, assistance with housing, travel, clothing, misc., etc.	
Admin – insurance, accounting, training, oversight, etc. (10%)	

**SPC Budget
New Temporary Housing Program
17-rooms: 7th floor tower (per month)**

Expenses	Totals
Personnel – 5 staff	\$19,000
Direct Client Aid – tech, entertainment, telehealth, assistance with housing, travel, clothing, misc., etc.	
Admin – insurance, accounting, training, oversight, etc. (10%)	

**SPC Budget
New Temporary Housing Program
17-rooms: 8th floor tower (per month)**

Expenses	Totals
Personnel – 5 staff	\$19,000
Direct Client Aid – tech, entertainment, telehealth, assistance with housing, travel, clothing, misc., etc.	
Admin – insurance, accounting, training, oversight, etc. (10%)	