

RESOLUTION NO. 21- 200

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE TWO CONTRACT AMENDMENTS TO SUPPORT NON-CONGREGATE EMERGENCY SHELTER AT LOCAL HOTELS FOR PEOPLE EXPERIENCING HOMELESSNESS

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WHEREAS, the COVID-19 pandemic has presented an unprecedented need for emergency shelter for persons experiencing unsheltered homelessness; and

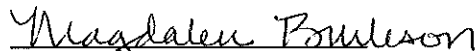
WHEREAS, the Five P Mountain, LLC has agreed to provide hotel rooms to the City of Asheville for operation of a non-congregate emergency shelter for persons experiencing unsheltered homelessness at a cost not to exceed \$1,736,175; and

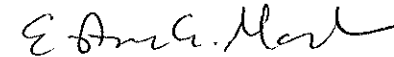
WHEREAS, Sunrise Community for Wellness and Recovery has agreed to provide supportive services to persons experiencing homelessness for this initiative at a cost not to exceed \$643,409;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

City Council hereby authorizes the City Manager to execute the agreements, change orders, and contract amendments with the entities listed above for this purpose within the adopted budget ordinance for this initiative and authorizes the City Manager to execute any documents necessary to give effect to this resolution.

Read, approved, and adopted this 14th day of September, 2021.

  
CITY CLERK

  
MAYOR

Approved As To Form:

  
CITY ATTORNEY

ORDINANCE NO. 4401

BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE

That the City of Asheville Fiscal Year 2021-22 Budget Ordinance be amended to add an appropriation of \$1,128,575 and amend the Special Revenue Fund as follows:

**SPECIAL REVENUE FUND**

Revenues:

Federal Revenue Distribution - ARPA	\$1,128,575
Total Revenues	\$1,128,575

Appropriations:

Contracted Services	\$1,128,575
Total Appropriations	\$1,128,575

That this ordinance shall be in full force and effect upon the date of final passage.

Read, approved and adopted this the 14th day of September 2021.

Magdalena Boulson  
City Clerk

Edna C. Mark  
Mayor

Approved as to form:

[Signature]  
City Attorney

## FY22 Legal Review for applicable Contracts prior to Vendor signature

Department: CED Date: August 27, 2021

Contract # (if available) 92100417 Change Order #: 2

Vendor Name: Sunrise Community for Recovery & Wellness, Inc.

Project Description: Essential operations for non-congregate homeless sheltering

**Legal Note:** Renewals OR allocating funds only DO NOT require legal review.

**Please mark which applies:**

☐ Non-standard contract terms and conditions. (includes changes to City of Asheville Terms and Conditions)

☒ Amendment (previous General Services Contract Change Order)

Date: 8/27/2021

Sign off by: Brad Branham

☒ ~~This documentation requires Council Action~~

☐ This documentation does NOT require a signed pre-audit statement

RISK Review for change orders:

☐ Amendment (previous General Services Contract Change Order)

Date: \_\_\_\_\_

Sign off by: \_\_\_\_\_

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**Contract Checklist to be completed by Dept. (for reference, not valid for all pre-review situations)**

<input type="checkbox"/> Contract # on ALL Documents	<input type="checkbox"/> E-Verify
<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Divestment List Review Form
<input type="checkbox"/> ABI (if applicable)	<input type="checkbox"/> All Attachments/Exhibits, Resolution if required, attached & properly labeled

The Agreement entered into between the City of Asheville and Sunrise Community for Recovery & Wellness, Inc., dated April 19, 2021 is hereby amended according to terms below.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 25th day of May, 2021, via Resolution No. 21-96 the City Council authorized the City Manager to execute a contract in the amount of \$107,628 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

WHEREAS, the parties hereto wish to extend the contract for a period up to and including December 31, 2021, and amending the contractual value to a figure not to exceed \$643,409.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

**(Any changes to the agreement should be noted):**

**A. TERMS AND CONDITIONS of the original contract is revised as follows:**

**2. The initial term of this contract shall begin on April 19, 2021 and conclude no later than December 31, 2021.**

**3. The City will compensate the CONTRACTOR an amount not to exceed \$643,409.**

**EXHIBIT A - SCOPE OF SERVICES**

**Description:** The City of Asheville ("City") will rent hotel space to be used as a COVID-19 non-congregate emergency hotel shelter. Sunrise Community for Recovery & Wellness, Inc. ("Sunrise") will provide essential operations services defined herein for the COVID-19 non-congregate temporary emergency hotel shelter for an initial period through December 31, 2021, with compensation not to exceed \$643,409.

**Essential Operations Services:**

**2. Provide on site daily staff coverage, 24 hours per day, beginning September 15, 2021.**

**1. The effective date of this amendment is:**

September 15, 2021
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2. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
3. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>
4. **NON- APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Contractor's Full Legal Name:	Sunrise Community for Recovery & Wellness, Inc.
Authorized Signature:	Sue Polston <i>S Polston</i>
Printed Name:	<i>SUE POLSTON</i>
Title of Person Signing:	Executive Director
Date:	<i>SEPT. 3, 2021</i>

Department Directors are authorized to sign amendments where the new contract amount of the agreement is less than \$30,000. Agreements that are \$30,000 or greater, the Department Director by Written Approval conveys that this agreement has been reviewed and presented for approval by the City of Asheville's City Manager.

\_\_\_\_\_  
 Department Director DATE \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
 Chief Financial Officer DATE \_\_\_\_\_

Account code	Amount added to contract	Total amount of contract
22000412 - 521001 - U2100	\$311,568	\$643,409

	<i>City of Asheville City Manager</i>
Authorized Signature:	
Date:	

Contract # 92100417

Description SUNRISE COMMUNITY FOR RECOVERY HOTEL

## Contract Signature Page

Council Resolution # 21-200 (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

*Nikki G. Reid*

eSigned via SeamlessDocs.com  
Key: dd19028545a54512411b048d7bd17b39

09/20/2021

Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Franklin Joseph McGowan*

eSigned via SeamlessDocs.com  
Key: be3e33ced0803efae4c95aa65d2d4b4

09/20/2021

Chief Financial Officer or Designee

City Manager's signature

CITY OF ASHEVILLE

*Debra Campbell*

eSigned via SeamlessDocs.com  
Key: a50dee3eee13d05f4790efdb6b5a27827

09/20/2021

BY:

City Manager

**THIS PAGE IS FOR INTERNAL COA USE ONLY**

<b>Project Name:</b>			
<b>Contract Amendment number:</b>	#2		
<b>Description:</b>	Add funds and extend to December 31, 2021		
<b>Company Name:</b>	Sunrise Community for Recovery & Wellness, Inc.		
<b>Originating Dept:</b>	CED	<b>Date this Renewal Originated:</b>	8/27/21
<b>Project Contact Primary:</b>	Emily Ball	<b>Secondary:</b>	Paul D'Angelo

Date of Funding Change	Funding Code Org	Funding Code Object	Funding Code Project

The formula for information below should be A +/- B = C	Column A	Column B	Column C

Contract Time Extension  List number of days os extension (Ex: 365 days for a 1 year extension)	Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	Amount Being Added/Reduced in Munis on this Munis Contract Change Order	Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)