

City of Fayetteville Staff Review Form

2017-0709

Legistar File ID

December 19, 2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Paul Becker

12/4/2017

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

An ordinance to waive competitive bidding, to approve a monthly funding agreement with Seven Hills Homeless Center contingent on satisfactory contractual performance for the period of January 1, 2018 through December 2018.

Budget Impact:

1010.090.6600-5721.00

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 103,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 103,000.00
Does item have a cost?	Yes	Item Cost	\$ 103,000.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 5946

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF DECEMBER 19, 2017

TO: Mayor Jordan, and Members of the City Council
THRU: Don Marr, Chief of Staff
FROM: Paul A Becker, Chief Financial Officer
DATE: December 4, 2017
SUBJECT: Seven Hills Homeless Center 2018 Request for Funding

RECOMMENDATION:

To approve a monthly funding agreement with Seven Hills Homeless Center contingent on satisfactory contractual performance for the period of January 1, 2018 through December 2018.

BACKGROUND:

The Seven Hills Homeless Center has provided services to homeless and needy residents in Fayetteville for over 15 years. Seven Hills is a not for profit organization that has relied almost exclusively on private donations for operational funding during that period.

In the 2018 budget, the City Council approved a funding request for the 2018 fiscal year to maintain the operations of the day center by Seven Hills in the amount of \$103,000. Although funding for the center by generous donors has improved, a shortfall still exists. To address this shortfall and continue the current operations of the day center, Seven Hills is requesting a total of \$103,000 for the 2018 fiscal year.

The contractual amount would be paid in monthly disbursements of \$9,500 in January 2018 and a payment of \$8,500 every month beginning in February 2018 for the remainder of 2018. Also attached is a contract for services with Seven Hills.

BUDGET/STAFF IMPACT:

This contract would be funded by the budget approved for 2018.

Attachments:

1. Seven Hills Request for Public Funds

CONTRACT

THIS **CONTRACT** is made by and between the City of Fayetteville, Arkansas (hereinafter "City") and Seven Hills Homeless Center, which is an Arkansas nonprofit corporation which filed its corporate documents with the Secretary of State in 2001 (hereinafter "Seven Hills") on this 5TH day of December, 2017.

Whereas, the Board of Directors of Seven Hills has operated a day time facility to serve numerous homeless and needy Fayetteville residents for over 15 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

Whereas, Seven Hills is currently suffering an operating income emergency and is in dire need of assistance from the City of Fayetteville to be able to weather the storm and continue to offer vital services to Fayetteville's homeless residents during winter; and

Whereas, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed citizens might become homeless again and have to live on the streets or in the woods during these harsh winter months; and

Whereas, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

Whereas, the facilities and services provided by Seven Hills are required to be continued and should be temporarily supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

NOW, THEREFORE, The City of Fayetteville and the Board of Directors of Seven Hill Homeless Center agree as follows:

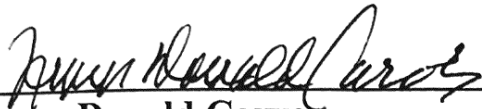
1. The **term** of this contract shall be January 1, 2018 until December 31, 2018 unless ended earlier by the City for failure of Seven Hills to comply with all provisions and requirements of this contract.

2. **Seven Hills Homeless Center** agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of its facility to serve all Fayetteville's needy homeless residents who are utilizing and will continue to need to utilize the day time facility. Seven Hills agrees to continue to offer all programs and services which Seven Hills has been normally supplying in the past in its day time facility.
3. **Seven Hills Homeless Center** further agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of the Walker Family Residential Community transitional facility to serve the transitional housing occupants. Seven Hills is authorized to use some of the City revenue for these purposes where appropriately authorized by the earlier agreement between the City and Seven Hills. Seven Hills agrees to continue to offer all programs and services to these Fayetteville transitional housing tenants as it has normally been providing in the past.
4. **Seven Hills Homeless Center** further agrees to make diligent efforts to regain its financial footing by increasing its revenues and/or reducing its expenses so Seven Hills Homeless Center can once again pay all of its own bills and will not need further financial support from the City of Fayetteville.
5. **Seven Hills Homeless Center** further agrees to make a report to the Mayor on its financial status on a monthly basis. Seven Hills also agrees to present any other report as requested by the Mayor or City Council.
6. **The City of Fayetteville** agrees to pay the sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) on the first Wednesday of January and EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) on the first Wednesday of every month beginning in February while this contract is effective as long as the Finance Director and the City Administration are satisfied that Seven Hills is satisfactorily complying with all terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representatives effective the date signed by the Mayor after approval by the Fayetteville City Council.


**SEVEN HILLS HOMELESS
CENTER**

**CITY OF FAYETTEVILLE,
ARKANSAS**



Lynn Donald Carver
Chair of the Seven Hills Homeless
Center Board

Lioneld Jordan, Mayor



Jessica Andrews, CEO

Date: 12/05/2017

Date: _____

ATTEST:

Sondra E. Smith
City Clerk/Treasurer