

Minnehaha County Human Services
Kari Benz, Director

MEMO

November 27, 2018

TO: Minnehaha County Board of Commissioners
Sioux Falls City Council

FROM: Kari Benz, Director, Minnehaha County Human Services

RE: Briefing on Proposed Contract for Homeless Advisory Board Review and Direction

The Homeless Advisory Board (HAB) developed out of the Ten Year Plan to End Homelessness, a task force that was comprised of members appointed by the Dave Munson, then Mayor Sioux Falls. This task force, in 2005, was given the directive to identify and address the needs of those homeless within our community and to format an approach to address those issues and populations with dignity, respect, and understanding. As issues develop and challenges change, it is critical to assess the role(s), responsibilities, and strategies to assure that our mission, vision, goals, and plan in moving forward continue to be focused, effective, and can achieve measurable outcome-based impact measures. Since July, a seven member committee comprised of City and County staff embarked on asking difficult questions and exploring opportunities for potential changes for (HAB) and the full time position funded via a joint venture between the City of Sioux Falls and Minnehaha County.

In 2007, a Housing Advisory Board Coordinator was hired, again noting that this position was a joint venture between the City of Sioux Falls and Minnehaha County. HAB was instrumental in providing support and assisting community providers in developing innovative services and approaches to serve all populations effectively within our community. The HAB Coordinator was also an advocate at the state level for federal funding to continue to be funneled to local providers as well as a local educator on issues surrounding poverty.

The discussion regarding HAB's role, responsibilities, and efficacy ignited in 2016 when local leadership asked for measurable outcomes and efficacy of the HAB. Leadership noted a desire for data to demonstrate the ongoing need for HAB as well as the Coordinator's position. On June 8, 2018, when the HAB Coordinator resigned, the City and County members found this to be optimal timing to examine what may be in HAB's future, if there was to be one.



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Over the past 5 months, the City and County have engaged in conversations to review the journey HAB has been on, evaluating where we are currently, and now working to examine what potential alternative strategies may best prepare us to move forward. The dialogue exposed the need for additional data that could best be utilized as a foundation for the City and County to determine what the next step(s) need to be for the HAB and the full-time staff position. Realizing the scope and importance of this data, the committee opted to meet with Augustana Research Institute (ARI), which resulted in the attached proposed agreement being written. For your reference the contract is attached.

The City/County Joint Committee would ask the Sioux Falls Council and the Minnehaha County Commission to approve the use of appropriated funds left in both respective 2018 budgets for the fulltime Coordinator position to engage in this research agreement with ARI. The objective of this study as noted in the agreement, will provide information necessary to define the mission and vision of the HAB and to identify key research questions and ongoing needs for data tracking and analysis. The study also aims to identify and recommend community-level metrics to measure outcomes of that work, and to identify and recommend an organizational structure and function for the future of the HAB. The total for this study is \$26,850.00 with the study being complete in May 2019. The cost to each entity would be \$13,425.00.

HOMELESS ADVISORY BOARD STUDY

Research proposal prepared for the Homeless Advisory Board

By the Augustana Research Institute

August 31, 2018

OVERVIEW

The Augustana Research Institute (ARI) proposes a study of community-level metrics and benchmarks to measure progress toward alleviating homelessness in Sioux Falls and Minnehaha County, and of alternative organizational forms and functions of organizations similar to the Homeless Advisory Board (HAB). The study's objective is to provide information necessary to define the mission and vision of the HAB and to identify key research questions and ongoing needs for data tracking and analysis. To do so, the study aims to identify and recommend community-level metrics to measure outcomes of that work, and to identify and recommend an organizational structure and function for the future of the HAB to best confront homelessness in Sioux Falls and Minnehaha County.

Proposed research activities are described below.

Review of Metrics and Benchmarking

ARI will review community-level metrics used and benchmarks set by existing programs in Sioux Falls and Minnehaha County or by other communities, recommended by national organizations or government, or required by major grant programs. Metrics to review will include community-level economic conditions, precursors of homelessness, characteristics of the homeless population, and effects of homelessness. ARI will create a menu of community-level metrics and benchmarks and present recommendations for future tracking. Where data are currently available, ARI will present current values and trends for recommended metrics for Sioux Falls and Minnehaha County and for comparison communities. The set of comparison communities will be adopted from Forward Sioux Falls's 2015 Competitive Assessment.

Organizational Analysis

ARI will identify best practices in structuring HAB-like organizations. ARI will study and report on organizational structure, necessary funding, statutory authority, and policies for HAB-like organizations in comparison communities and peer aspirant communities. Comparison communities will be adopted from Forward Sioux Falls's 2015 Competitive Assessment, and peer aspirant communities will be identified by HAB members. ARI will also hold interviews with HAB members about their perceptions of HAB's current role and organizational efficacy and their visions for change to HAB's mission or organizational form.

Optional Add-on: Eviction Pattern Analysis (\$11,000)

In order to better understand forces that drive homelessness in the Sioux Falls area, ARI will study eviction patterns for the previous decade (2009 – 2018) to quantify the number of evictions filed and completed and to describe the reasons leading to eviction, the timing of evictions over the course of a year, and the demographic profile of households who are evicted. Minnehaha County will facilitate working with the Sheriff's Office Civil Process Division and the Clerk of Courts to obtain relevant data. This proposal is based

on a quantitative overview of all evictions filed during the given period and a deeper review of a sample of 2,000 eviction cases (200 per year).

PROCESS & TIMELINE

Estimated timeline: 6 months from project start

November	Prepare and submit IRB proposal Begin compiling metrics and benchmarks Begin organizational study of comparison communities
December	Interview HAB members Identify peer aspirant communities and begin organizational study Begin eviction record collection
January	Continue eviction record collection Transcribe and analyze interviews
February	Analyze eviction records
March	Complete data collection and analysis
April	Prepare report

PROJECT COST SUBTOTAL: \$26,850

PROJECT COST WITH EVICTION STUDY ADD-ON: \$37,850

INVESTIGATOR QUALIFICATIONS

Suzanne Smith, principal investigator, is the Director of the Augustana Research Institute at Augustana University. Her relevant experience includes conducting an evaluation of Bright Futures, a transitional housing program for homeless families; designing outcome measures and tracking for a transitional housing program; conducting a large-scale evaluation of the effects of an afterschool intervention on academic achievement for high school students; and undertaking a comprehensive affordable housing needs assessment conducted for the City of Sioux Falls and Sioux Falls Thrive. A graduate of Brown University, Smith completed graduate work in Sociology at the University of Chicago. Her CV is attached.

Submitted by Department Head/Official to State's Attorney on 11/08/18 by KLB
 Returned by State's Attorney to Department Head/Official on 11/14/18 by JKW *edits received 11/15/18 JKW*
 SAO approval: JKW returned for editing/comments: _____
 Submitted by Department Head/Official to Commission Office on 11/21/18 by KB
 Placed on Commission Agenda for 11/27/18 by MS, Commission Office

Agreement

This agreement sets forth the understanding of the working agreement between Augustana University (UNIVERSITY also referred to as Recipient) and Minnehaha County (MC) for the Project described as the Homeless Advisory Board Study.

Scope of Services:

The Augustana Research Institute (ARI) proposes a study of community-level metrics and benchmarks to measure progress toward alleviating homelessness in Sioux Falls and Minnehaha County, and of alternative organizational forms and functions of organizations similar to the Homeless Advisory Board (HAB). The study's objective is to provide information necessary to define the mission and vision of the HAB and to identify key research questions and ongoing needs for data tracking and analysis. To do so, the study aims to identify and recommend community-level metrics to measure outcomes of that work, and to identify and recommend an organizational structure and function for the future of the HAB to best confront homelessness in Sioux Falls and Minnehaha County.

Agreement Price:

MC shall provide payment to UNIVERSITY upon delivery of the draft report of \$26,850 to accomplish the goals of the Project. Project start date will be determined by MC upon availability of project funding. Draft report will be provided digitally within 5 months of project start date.

Section One

Estimated timeline: 5 months from project start

December	Prepare and submit research protocol to Augustana IRB Begin compiling metrics and benchmarks Begin organizational study of comparison communities
January	Review and rank metrics and benchmarks Interview HAB members Identify peer aspirant communities and begin organizational study
February	Finalize recommendation of metrics and benchmarks Continue organizational study Contact and interview representatives of peer aspirant communities Transcribe and analyze interviews
March	Complete data collection and analysis
April	Prepare report

PROJECT COST SUBTOTAL: \$26,850

Section Two

MC will cooperate with UNIVERSITY in the development and implementation of the Project.

MC shall immediately notify UNIVERSITY if there is a change in the Project status or funding.

Each party will treat all records and data generated or received by such party pursuant to this agreement in accordance with all federal laws and rules pertinent thereto.

Section Three

The \$26,850 of MC funds is structured to be paid in one payment upon completion of the study. An invoice requesting payment is required to process a payment.

Section Four

The UNIVERSITY shall comply with all state and local laws, regulations, and ordinances relating to the construction, operation, and maintenance of the project, including but not limited to:

- A. SDCL Ch. 5-18 relating to public improvements and contracts;
- B. SDCL Ch. 5-19 relating to residential preference in public contracts;
- C. SDCL Ch. 5-20 relating to preference for handicapped in public contracts;
- D. SDCL Ch. 5-21 relating to performance bonds for public improvement contracts;
- E. SDCL Ch. 20-13 relating to human rights; and
- F. SDCL Title 34A, applicable regulations relating to environmental protection.

Section Five

The UNIVERSITY shall cause its contractor, subcontractor, agents, and employees to comply with all applicable state and local laws, regulations, ordinances, guidelines, and requirements and will adopt such review as necessary to assure such compliance. In the event of conflict between state and local laws and regulations, compliance with the more restrictive laws and regulations shall be deemed compliance with the less restrictive laws and regulations. UNIVERSITY assures MC that any contractors performing work will be covered by appropriate levels of workers' compensation and commercial liability insurance. MC's approval or acceptance of certificates of insurance does not constitute MC's assumption of responsibility for the validity of any insurance policies, nor does MC represent the coverage is adequate to protect any individual/group/business or its consultants' or subcontractors' interest, and the MC expressly assumes no liability therefor.

UNIVERSITY shall not be responsible for any injury to persons or damage to property caused by MC, its officers, agents and employees, arising out of this Agreement or incident to the performance of the terms of this Agreement.

MC shall not be responsible for any injury to persons or damage to property caused by UNIVERSITY, its officers, agents and employees, arising out of this Agreement or incident to the performance of the terms of this Agreement.

Section Six

The UNIVERSITY, its contractors, subcontractors, agents, or employees shall be subject to the provisions of Chapter 13 of the Civil Rights Act of 1964 (P.L. 88-352), the Age Discrimination Act of 1975, and Section 109 of the Handicapped and Disabilities Act as amended. It is declared discrimination for the UNIVERSITY, its contractor, subcontractors, agents, or employees because of race, color, sex, creed, religion, ancestry, national origin, disability, familial status, handicap, or age to:

1. Deny any individual any facilities, services, financial aid, or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid, or other benefits, which are different, or provided in a different form, from that provided to others under the program or activity.
3. Subject an individual to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict an individual in any way in access to, or in the enjoyment of, any advantage of privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits provided under the program or activity.
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
6. Deny an individual an opportunity to participate in a program or activity as an employee.

Section Seven

This Agreement is intended to govern only the rights and interests of the parties named herein, and their respective successors and assigns. It is not intended to, does not and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any third party in any matter, civil or criminal.

This agreement shall not be assigned or transferred without the written consent of all parties to this Agreement.

Section Eight

This agreement may be terminated for convenience with the written consent of both parties.

In the event funds are not budgeted or appropriated for any fiscal year, MC may terminate the agreement and MC's liability will be limited to promptly paying to UNIVERSITY the earned portion of any fees, as prorated to the termination date.

If MC terminates the Agreement for noncompliance, UNIVERSITY'S liability will be limited to promptly returning to MC the unearned portion of any fees it has received from MC, as prorated

to the termination date; provided, however, that none of the Recipient, the general partner or any limited partners of Recipient, nor any other person shall be personally liable hereunder.

Section Nine

This instrument contains the entire agreement between the parties. No statements, promises, or inducements made by either party or agent of either party that are not contained in this agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

Section Ten

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provision herein.

Section Eleven

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state and federal courts located in Sioux Falls, South Dakota.

Section Twelve

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared invalid.

Section Thirteen

The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such parties' signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bears its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

Section Fourteen

UNIVERSITY and its instructors and students have a responsibility to respect and observe the confidence of any personal or other information relative to persons, visitors, personnel, or business of MC. MC and its personnel are expected to follow MC's policy regarding confidentiality of information or records of UNIVERSITY and its instructors and students.

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, shall be jointly vested with the UNIVERSITY and MC but may be made available for academic or promotional use by request to the UNIVERSITY from MC or vice versa. Approval of such request will not be unreasonably withheld by either party.

Any publicity, press releases, or other promotions shall be coordinated between the respective parties.

The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

It is agreed that this Agreement shall be in effect when signed by duly authorized representatives of Augustana University and MC. This Agreement will be effective for five months from the date of the last signatory hereinafter.

All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of the Agreement for any reason and in any manner and will remain in full force and effect between the parties.

Signed _____

Date _____

Minnehaha County
Commission Board Chair

ATTEST:

Minnehaha County Clerk

Signed _____

Date _____

Shannan Nelson
Vice President for Finance & Administration
Augustana University
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