

GRANT AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Wilkes Boulevard United Methodist Church, Incorporated, a nonprofit corporation organized in the State of Missouri (hereinafter "Agency").

WITNESSETH:

WHEREAS, Agency serves the Columbia community by providing critical services to the community by providing homeless persons with short term resources and connecting homeless individuals with organizations that address their long term needs; and

WHEREAS, Agency owns a building within the City of Columbia; and

WHEREAS, Agency is in need of funds to renovate its facility to expand and improve its day center services to homeless populations in the city of Columbia.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Statement of Work:

City agrees to provide Agency FORTY-THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$43,474.00) to provide improvements to the building and property, located at 702 Wilkes Boulevard, Columbia, Missouri with a legal description:

The North Half of Lot Number Nine (9) and the West Ten (10) feet of the North Half of Lot Number (8) in Fyfer's Northern Addition to the City of Columbia, MO

(hereinafter "Property").

The Property shall be improved and Agency shall provide services to homeless individuals in the community as set forth in its FY 2017 Community Development Block Grant (CDBG) application (attached as Exhibit A) at the Property for a period of at least two (2) years. Funding shall be provided in the form of a grant, subject to the requirements contained herein. Funding provided to Agency under this Agreement shall not be considered a matching resource for purposes of the CDBG funding agreement between City and Agency relating to the Work, notwithstanding the provisions of such CDBG funding agreement.

2. Levels of Accomplishment – Goals and Performance Measures: Agency shall provide sufficient resources to target at least five hundred (500) unique homeless persons over the period of this Agreement, in accordance with the following:

- a. Agency agrees that all renovation work shall be completed and funds expended prior to December 31, 2017.
- b. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of Agency to complete the project may be reviewed by the City Council, and subject to termination without reimbursement of additional expenditures.
- c. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Agency), and determining custodianship of records.

3. Payments:
Upon presentation of proper documentation by Agency, City will reimburse Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 702 Wilkes Blvd. consistent with its FY 2017 CDBG application. Documentation needed to secure payment shall include the following: payment request form, paid invoices, lien waivers from contractors, material suppliers, subcontractors. Agency shall not seek reimbursement for any cost which Agency has sought reimbursement from CDBG funds under the CDBG funding agreement between City and Agency relating to the Work.
4. City Recognition: Agency shall ensure recognition of the role of the City of Columbia in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
5. Records and Reports:
 - a. Upon completion of the project, Agency shall provide information on the number of homeless persons served and associated demographic data for 2017 and 2018.
 - b. In addition to income information, Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all audit findings, whichever occurs later. All records shall be made available to City for inspection upon request.
6. Other Provisions:
 - a. Agency agrees that City may suspend or terminate this Agreement should Agency materially fail to comply with any of the terms of this Agreement.
 - b. Agency shall comply with all applicable federal, state, and local laws regarding design and construction of the Work and maintenance and operation of any program or facility resulting from the Work, including any law regarding construction of public facilities, but only if applicable to the Work. Agency shall defend and hold harmless City from any failure of Agency to comply with such laws.
 - c. Agency shall not permit or allow any nuisance to be established or maintained on the above-described property and any funds expended by City in abating any nuisance in accordance with applicable ordinances may be drawn by City out of the funding provided under this Agreement and such drawn out funds shall not be available to Agency for reimbursement under this Agreement.
 - d. In no event shall City shall have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Agency or any affiliate of Agency, any person claiming through Agency, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.
 - e. Agency, at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to City) and hold harmless City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, out of either the Agency's breach of this Agreement or any action or inaction of

Agency, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Agency may be liable, occurring during the Work which results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this section shall survive for a period of five (5) years from the date of termination of this Agreement.

- f. Any amendment to this Agreement must be in writing and must be executed by City and Agency. Oral modifications or amendments of this Agreement shall be of no force or effect.
 - g. This Agreement may not be transferred or assigned to any other party without the express approval of the Columbia City Council, which such consent may be granted or withheld in sole discretion of the City Council.
7. Compliance: Upon finding that Agency materially fails to comply with any term of this Agreement, Agency shall cease expenditure or obligation of any funds provided to Agency under this Agreement and any funds on hand at the time of such finding shall be transferred to the City of Columbia upon request by City.
 8. Reversion of Assets: Upon expiration of this agreement, Agency must transfer to City any funds on hand at the time of expiration and any accounts receivable attributable to the use of these funds.
 9. Term: This Agreement shall commence on the Effective Date and shall continue until the date March 1, 2019.
 10. Governing Law and Venue: This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
 11. General Laws: Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
 12. Employment of Unauthorized Aliens Prohibited: Agency shall comply with Missouri Revised Statute Section 285.530 in that Agency shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this Agreement, Agency shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Agency shall require each subcontractor to affirmatively state in its contract with Agency that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Agency shall also require each subcontractor to provide Agency with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
 13. Nondiscrimination: During the performance of this Agreement, Agency shall not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.

14. Americans with Disabilities Act: Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Agency shall make the services, programs, and activities governed by this agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon Agency certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.
15. Notices: Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
ATTN: City Manager
P.O. Box 6015
Columbia, MO 65205-6015

If to Agency:
Wilkes Blvd. United Methodist Church
Attn: Brad Bryan
702 Wilkes Boulevard
Columbia, MO 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

16. Insurance: Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. Workers' Compensation & Employers Liability. Agency shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Employer's Liability coverage shall have no less than the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
 - b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Agency may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between Agency and City. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.

f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Agency and/or their employees and/or their subcontractors in the performance of this Agreement.

17. No Waiver of Immunities: In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

18. Contract Documents: This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Agency's FY 2017 Community Development Block Grant (CDBG) application

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 44008810 604990 Project 00543, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michele Nix, Director of Finance

WILKES BOULEVARD UNITED METHODIST CHURCH, INCORPORATED

By: _____

Name and Title: _____

Date: _____

ATTEST:

Name and Title: _____