

**EXHIBIT B**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of February, 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Welcome Home Inc., a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, Agency is in need of funds to renovate its facility; that will provide housing for homeless Veterans;

WHEREAS, the Agency owns a building that should be improved to provide decent housing for homeless Veterans located at 2120 Business Loop 70 East Columbia, MO 65201, legally described as;

A tract of land located in the northeast quarter of section 7, township 48 north, range 12 west, Columbia, Boone County, Missouri and being part of the survey recorded in book 4298, page 181 and being all of lot 2 of the final plat of Veterans Campus recorded in plat book 49, page 4 and containing .84 acres.

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to provide improvements to the building and property, located at 2120 Business Loop 70 East Columbia, MO 65201 in accordance with items included in FY2015 applications for Community Development Block Grant funding provided by the Agency on file in the City's Office of Neighborhood Services (the "Work"). Funding shall be provided in the form of a grant, subject to the requirements contained herein. Funding provided to the Agency under this Agreement shall not be considered a matching resource for purposes of the CDBG funding agreement between the City and Agency relating to the Work, notwithstanding the provisions of such CDBG funding agreement.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 48 homeless Veterans over the period of this agreement, in accordance with the following:

- a. The Agency agrees that all Work shall be completed and funds expended prior to February 1, 2018.
- 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 the Agency to complete the project may be reviewed by the Community Development Commission and 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 the Agency), and determining custodianship of records.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 2120 Business Loop 70 East consistent with the agency's FY 2015 CDBG application. Documentation needed to secure payment shall include the following:

payment request form, paid invoices, lien waivers from contractors, material suppliers, subcontractors. The Agency shall not seek reimbursement for any cost which the Agency has sought reimbursement from CDBG funds under the CDBG funding agreement between the City and Agency relating to the Work.

4. City Recognition: The 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, the Agency shall provide information concerning the following: the homeless status of each occupant, whether each occupant is chronically homeless; and the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City staff upon request.
  - b. In addition to income information, the 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 and shall be made available to the City for inspection upon request.
6. Other Provisions.
  - a. The Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement.
  - b. The 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. The Agency shall defend and hold harmless the City from any failure of the Agency to comply with such laws.
  - c. The Agency shall not permit or allow any nuisance to be established or maintained on the above-described property and any funds expended by the City in abating any nuisance in accordance with applicable ordinances may be drawn by the City out of the funding provided under this agreement and such drawn out funds shall not be available to the Agency for reimbursement under this Agreement.
  - d. In no event shall the City shall have any liability in damages, costs (including attorneys' fees) or any other monetary liability to the Agency or any affiliate of the 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. The Agency, at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the 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 the Agency, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts the 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 the City and the 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 the Agency materially fails to comply with any term of this Agreement, the Agency shall cease expenditure or obligation of any funds provided to the 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 the City.
8. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any funds on hand at the time of expiration and any accounts receivable attributable to the use of these funds.

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

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 110-4010-532.49.90 Project ESURWH, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

By: \_\_\_\_\_  
John Blattel, Director of Finance

**WELCOME HOME INC.**

By: \_\_\_\_\_  
Sarah Grim, Executive Director