

**AGREEMENT
BETWEEN
THE CITY OF COLUMBIA
AND
BEACON OF HOPE FOUNDATION
AND
COLUMBIA COMMUNITY LAND TRUST, INC.**

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") as Lead Organization, BEACON OF HOPE FOUNDATION (hereinafter "Foundation"), and COLUMBIA COMMUNITY LAND TRUST, INC. (hereinafter "Partner") for access to healthy foods to be provided to low to moderate income households pursuing homeownership through Partner. The purpose of this PARTNERSHIP is to increase access to healthy eating and create further household stability to low income households entering into homeownership through Partner.

City and Partner are partnering with Foundation. This project contains two components: (1) Providing access to healthy foods through the City of Columbia voucher program and (2) verifying the utilization of the program and benefits provided to Partner's Homeowners.

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. RESPONSIBILITIES AND EXPECTATIONS

For this project City serves as the "lead" organization and is responsible for the following:

- Ensuring program participants are identified as Partner's Lynn Cottages homeowners located at 103, 105, 107, 109, 111, 113 and 115 Lynn Street, Columbia, MO.
- Enrolling participants into the program and distributing vouchers to program participants that are recognized and accepted by a local grocery store.
- Ensure vouchers provided to program participants will be utilized for an approved list of healthy foods to be identified by City of Columbia.
- Provide a final report within ninety (90) days of completing the project and expending all funds for the project that details access to the program by household. The report shall be provided to Partner and Foundation.

Under this Agreement, Foundation agrees to:

- Provide up to nine hundred dollars (\$900.00) per each of the seven (7) homes located at Partner's Lynn Cottages development for purchase of healthy foods and up to \$700.00 for to the City for indirect costs. Total funding for the project shall not exceed seven thousand dollars (\$7,000.00).
- Payment to the City of Columbia shall be disbursed on a reimbursement basis and be completed upon verification of purchase of approved foods.
- Reimbursement shall not be more than a per monthly basis.

Under this Agreement, Partner agrees to:

- Provide a list of eligible Partner's Lynn Cottages Homeowners to City staff.
- Distribute information to Partner's Lynn Cottages homeowners regarding the program and point of contact at the City of Columbia.

2. **TIME PERIOD.** This Agreement shall remain in place from the Effective Date through March 1, 2023, unless modified or terminated in writing before that date.

3. **TERMINATION.** This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to City of Columbia, Columbia Community Land Trust, Inc., and Beacon of Hope Foundation and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

4. **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 contract document, 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.

5. **GENERAL LAWS.** The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

6. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted 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 *pw*

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

Michele Nix, Director of Finance

Signatures of authorized agency representatives:

Beacon of Hope Foundation

By: *[Signature]*
Printed Name: Mary-claire S. Howe
Title: mpt, Director
Date: 2/15/2018

Columbia Community Land Trust, Inc.

By: *[Signature]*
Printed Name: Jerry Dowell
Title: President
Date: 3/8/18