

**EXHIBIT A
AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
COLUMBIA CENTER FOR URBAN AGRICULTURE
CDBG – CV3 Grant**

THIS AGREEMENT, made and entered into on the date of last signatory noted below (hereinafter “Effective Date”), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and Columbia Center for Urban Agriculture, a not-for-profit corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low- and moderate-income citizens; and

WHEREAS, the City has received special Round 3 Community Development Block Grant funds (CDBG-CV3) authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act; and

WHEREAS, Agency provides food production and distribution of healthy foods, and the training of low-income households to grow their own healthy foods, and other services for low to moderate income households; and

WHEREAS, Agency is qualified and meets all requirements of funding of Community Development Block Grant funds under the rules and regulations of the U.S. Department of Housing and Urban Development, and

WHEREAS, Agency is in need of funding for the purpose hiring additional labor to expand its food production; and

NOW, THEREFORE, City and Agency agree as follows:

1. Statement of Work: The City agrees to grant the Agency FIFTY-FOUR THOUSAND DOLLARS (\$54,000) in CDBG-CV3 funds for the purpose of providing food production and distribution to low to moderate income households at or below 80% of the median income that have experienced a reduction in income and employment due to the COVID-19 Pandemic. Assistance shall be limited to households residing within the City limits of the City of Columbia. Funding may be expended on staffing and operational costs associated with the project, including the costs of rapid COVID-19 tests, and shall be supported with timesheets and other associated back up documentation. Staffing costs shall be used in a manner to not replace any other federal or local funding source for staffing and shall be used to expand the level of service to the community. Funds shall be used in an eligible manner consistent with 24 CFR 5305.(a)(8) for emergency employment public services and also consistent with FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs, which allows for public services related to employment.
2. Duplication of Benefits: The Agency Agrees to maintain procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). Agency agrees to ensure that CDBG-CV funds under this agreement will not pay for costs already covered or that will be covered by funds distributed through FEMA, SEMA, Boone County Coronavirus Relief Fund, HOME Investment Partnerships, Emergency Solutions Grant, or any other local source.
3. Levels of Accomplishment – Goals and Performance Measures: The Agency shall hire five (5) part-time apprentices with incomes at or below 80% of the area median income as defined by current HUD income eligibility thresholds. Funding shall increase food production from 20,000 to 26,000 pounds per year. The Agency agrees that work performed under this Agreement shall be completed as rapidly as feasible due to the nature of the current crisis, but consistent with all regulations.
 - a. The Agency agrees to commence work under this agreement prior to July 1, 2021.
 - b. The Agency agrees to have \$25,000 of CDBG-CV3 funds allocated for the project expended by January 1, 2022.
 - c. Agency agrees that all work shall be completed and funds expended by December 31, 2022, when this agreement shall terminate.

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 Housing and Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures at City's sole discretion.

4. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200 and relate to prevention, preparation for, or response to the impact of COVID 19. Failure to meet a national objective or to COVID 19 impact requirements shall require immediate repayment of all funds to the City of Columbia.
5. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$54,000; which includes the costs of additional staffing and operational costs associated with increased food production. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate funds under this agreement until the following has occurred: (1) documentation is obtained in the Agency's project file proving an economic hardship of the participant household due to the impacts of the COVID-19 Pandemic; and (2) income verification documentation, including: copies of applications and income verifications qualifying households benefiting from project activities have been provided to the City; City may require such additional documents and verification as City deems necessary.
6. Environmental Review: The Agency shall not obligate funds under this agreement before completion of the environmental review process by the City and HUD has issued a release of funding for funds obligated under this agreement.
7. City Recognition: The Agency shall ensure recognition of the role of the City's Community Development Block Grant Program in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
8. Records and Reports:
 - a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development; including, but not limited to; information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
 - b. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.
 - c. The Agency shall provide data demonstrating client eligibility for services provided. Information provided shall include a client certification, including all sources of income, and HUD approved income verification for each client. Summary client data shall be provided to the City each time funds are requested; and shall include, client name, address, income level, gender, race, and description and location of service provided. Such information shall be made available to City monitors or their designees for review upon request. The Agency shall ensure that all clients meet the Agency eligibility criteria presented in its application to the City.
 - d. 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 Federal audit findings, whichever occurs later.
9. Conditions of Funding Assistance: It is further agreed that the Community Development Block Grant funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of low-income citizens, that meet the requirements of the program.
10. Other Provisions.
 - a. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia, and ADA guidelines.


- b. The Agency agrees to comply with all laws governing fair housing and equal opportunity including but not limited to: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR Part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
 - c. The Agency agrees to comply with all laws and regulations regarding equal opportunity in employment and contracting including but not limited to: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
 - d. In accordance with the provisions of 24 CFR 85, 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 and that the award may be terminated for convenience in accordance with 24 CFR Part 85.4 at City's sole discretion.
 - e. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.
 - f. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 2 CFR 200, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. These provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency.
 - g. In no event shall the City 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.
 - h. 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 agenda 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.
 - i. 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.
 - j. 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.
11. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, along with a full accounting for expenditures as required by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk


BY: _____ Date _____
John Glascock, City Manager

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/svm

COLUMBIA CENTER FOR URBAN AGRICULTURE

DocuSigned by:
BY: William Edward Polansky Date 6/11/2021
Billy Polansky, Executive Director

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26604130-504990 CDBG COMMDEV, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Matthew Lue, Director of Finance