

Mutual Rescission and Release of Agreement

This Mutual Rescission and Release of Agreement is entered into on the date of the last signatory noted below (the "Effective Date"), made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Central Missouri Community Action, a not for profit corporation in the state of Missouri (hereinafter "Agency").

Whereas the City and Agency entered into an Agreement dated September 29, 2016, which is attached hereto as Exhibit A, and

Whereas the City and Agency desire to rescind the Agreement and fully release and discharge each other from any further obligations or requirements under the Agreement.

It is therefore agreed, in consideration of the mutual covenants and releases the sufficiency of which is hereby acknowledged City and Agency agree as follows:

1. The City and Agency rescind the Agreement dated September 29, 2016, attached hereto effective upon the signing of this Agreement.
2. The City and Agency mutually fully release and discharge each other from any and all obligations, requirement and promises of the Agreement of September 29, 2016.
3. This Agreement is binding upon the City, Agency and successors, assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

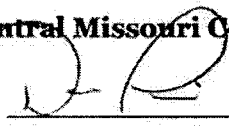
ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/svm

Central Missouri Community Action

By:  _____
Darin Preis, Executive Director

Date: 1/25/19

Exhibit A
A G R E E M E N T

THIS AGREEMENT, made and entered into this 29 day of September, 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Central Missouri Community Action, a not-for-profit corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

1. Statement of Work:

- a. The Agency will be responsible for administering a micro-loan program that will establish a loan pool to provide direct loans to low-to-moderate income persons who are developing a microenterprise. Low-to moderate income persons are defined as persons living in households at 80% or below the area median income as currently established by HUD.

The Agency will provide loans and loan guarantees for working capital, operating costs, inventory, and the purchase of machinery and equipment for businesses, partnerships, or proprietorships. Micro loans provided through this funding agreement shall have interest rates that do not exceed 0%. Funding may be provided to persons that own an existing micro-enterprise that wishes to expand or stabilize their business, or can be provided to a person developing a micro-enterprise. "A person developing a microenterprise" means any person that has expressed an interest and who is, after an initial screening, expected to be actively working towards developing a business that is expected to be a micro-enterprise at the time it is formed.

- b. The Agency will contract with low to moderate income persons who meet HUD's income guidelines for the purpose of establishing, stabilizing, or expanding a micro-enterprise; or must have at least 51% of the employees of the company certified as being low to moderate income. Owners of each company assisted must be a resident of the City of Columbia to be eligible for assistance under this agreement; and the business shall be located within the City Limits of Columbia. Loan documents shall reflect the terms and conditions of this agreement and shall require repayment in cases where funding is not expended on eligible costs listed under this agreement.
- c. Businesses assisted pursuant to this agreement shall receive educational and capacity building assistance from the Agency or qualified organizations including classroom training, one-on-one counseling or group consultation, coaching, business financial education, and other technical assistance; as indicated in the application submitted by Central Missouri Community Action.

2. Eligible Costs:

- a. Eligible project costs shall include: loans and loan guarantees for working capital, operating costs, inventory, and the purchase of machinery and equipment for businesses, partnerships, or proprietorships with five or fewer employees; one or more whom own the business. All direct costs of personnel shall be supported with timesheets. Indirect costs as defined by 2 CFR 200.56 are ineligible costs to be reimbursed under this agreement.

3. Payments:

- a. This agreement provides \$37,500 for the Agency's microloan program. Upon presentation of proper documentation by the Agency, the City will authorize \$30,000 to fund micro-loans for working capital, operating costs, inventory, machinery, and equipment, and \$7,500 for Agency staffing and administration. The City will reimburse the Agency as required source documentation for eligible program participants and eligible costs are submitted with reimbursement requests. Source documentation shall include invoices for equipment, materials and inventory, documentation of participant income eligibility, and timesheets for Agency personnel costs. For working capital, source documentation shall include account documentation indicating the deposit of funds into an account dedicated to the business venture.

4. Completion Date:

- a. The Agency agrees that City general revenue surplus funding made available under this Agreement shall be fully expended by October 31, 2021. Failure to meet expenditure requirements may result in de-obligation of the remaining balance of funds not yet drawn from the City.

5. Program Income:

- a. Repayments of loan amounts may be retained by the Agency for the purpose of making additional loans under the same terms and conditions outlined in this agreement. The Agency is responsible for collecting repayment of loans provided in the event of non-compliance or non-payment. The Agency shall provide a report on the receipt and expenditure of program income and disbursement of funds from the loan loss reserve account by October 31, 2021 and on an annual basis thereafter.

6. City Recognition:

- a. The Agency shall ensure recognition of the role of the City funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

7. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City including, but not limited to, information specifically mentioned in this Agreement as required by the City. The Agency also agrees to submit an accomplishment report by October 31, 2021, including the number of loans provided, status of new businesses funded, characteristics of project beneficiaries and any repayment of loan funds from new businesses. The Agency shall provide a comprehensive annual report for each year thereafter detailing any new loans provided, businesses assisted, existing loan balances, and repayment of loans and status of previously assisted businesses.
- 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.

8. 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 operation of any program or facility resulting from the funds expended. The Agency shall defend and hold harmless the City from any failure of the Agency to comply with such laws.
- c. 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.
- d. 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

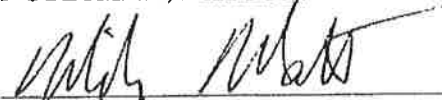
the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this section shall survive for a period of five (5) years from the date of termination of this Agreement.

- e. 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.
 - f. 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.
 - g. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of City's applicable sovereign, governmental or official immunities provided by State and Federal laws.
 - h. Agency shall advise any applicant of Missouri Revised Statutes Section 285.530 providing that no employer employ or hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and compliance is required to participate in the program.
9. Compliance:
- a. Upon finding by the City of Columbia 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.
 - b. Agency shall maintain data demonstrating client eligibility for services provided such information shall be made available to City monitors or designers for review upon request.
 - c. This Agreement is subject to and contingent upon the approval of the City Council of Columbia, MO.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as of the day and year written below.

CITY OF COLUMBIA, MISSOURI

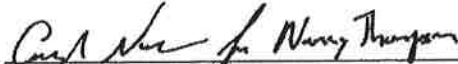
By: 
Mike Matthes, City Manager

Date: 9-21-16

ATTEST:

By: 
Sheela Amin, City Clerk

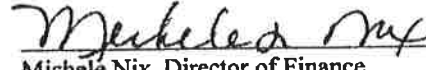
APPROVED AS TO FORM:

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. ~~266-4130-532-49-90, G47168~~ and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

~~110-4010-532-49-90~~

By: 
Michele Nix, Director of Finance

CENTRAL MISSOURI COMMUNITY ACTION

By: 
Darin Preis, Executive Director

Date: 9/29/16