

**EXHIBIT B
AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
THE FOOD BANK FOR CENTRAL & NORTHEAST MISSOURI, INC.
(RESERVE FUNDING)**

THIS AGREEMENT, 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 The Food Bank for Central & Northeast Missouri, Inc., a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, Agency is in need of funds to provide supplemental food to low-income households in response to the coronavirus pandemic; and

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

WHEREAS, the Agency is in need of additional funds to provide its supplemental food service; and

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

1. Statement of Work:

a. The City agrees to provide the Agency THIRTEEN THOUSAND SEVEN-HUNDRED FORTY DOLLARS (\$13,740) to provide supplemental food to persons and households adversely affected by the coronavirus pandemic at eighty percent (80%) or below the medium income, and located in the city limits of Columbia, Missouri. 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 supplemental food to a minimum of eight-hundred ninety-seven (897) persons over the period of this agreement, in accordance with the following:

- a. The Agency agrees that all assistance shall be completed and funds expended prior to December 31, 2022, when this Agreement shall terminate.
- b. Should progress on this project fall short of the above listed milestones, the funding may be 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 its supplemental food service. Documentation needed to secure payment shall include receipts for food acquisition expenses and that the households met income requirements. Sample client certification, such as a sample of self-attestations completed

participants, together with summary data for all participants served, shall be acceptable as documentation that households met income requirements. The Agency shall not seek reimbursement for any cost which the Agency has sought reimbursement from CDBG-CV3 funds under the CDBG-CV3 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 race and household status of each occupant served. Information proving the income of each person residing at the house shall be provided to the City staff upon request. Household status shall be reported using a sample of client certifications completed by participants combined with summary data for all participants served.
 - 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 defend and hold harmless the City from any failure of the Agency to comply with such laws.
 - c. 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.
 - 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.

- 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. Agency agrees to comply with all laws and statutes governing fair housing and equal opportunity, the Civil Rights Act of 1964, the Fair Housing Act and the Housing and Community Development Act of 1974 and all State laws regarding housing. Agency shall comply with conflict of interest provisions of H.U.D. regulations at 24 CFR Part 570.611 and 2 CFR 200.
- 9. 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 to be executed by their duly authorized officials and officers on the day and year written below.

CITY OF COLUMBIA, MISSOURI



By: _____
John Glascock, City Manager

Date: _____

By: _____
Sheela Amin, City Clerk

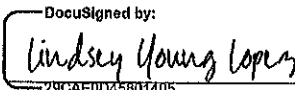
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/svm

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, **Account No. 11004010-504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

By: _____
Matthew Lue, Director of Finance

THE FOOD BANK OF CENTRAL & NORTHEAST MISSOURI, INC.

By: 
Lindsay Young Lopez, Executive Director

Date: 7/28/2021