

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**HEART OF MISSOURI UNITED WAY, INC.**  
**For**  
**NON-PROFIT ORGANIZATIONAL CAPACITY BUILDING SERVICES**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and **Heart of Missouri United Way, Inc.**, with an address of 105 East Ash Street, Columbia, MO 65203, (hereinafter "HMUW") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and HMUW are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage the HMUW to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, HMUW represents and warrants that HMUW is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

- a. **Scope of Services.** The scope of services involves the professional and technical consulting services for **Non-Profit Organizational Capacity Building Services** (hereinafter "Project"). The Project is more fully described in HMUW's **Scope of Services**, which is attached as **Exhibit A**.
- b. Prior to beginning any work on Project, HMUW shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. HMUW shall not prepare a written report unless the CITY directs HMUW to do so.
- c. HMUW shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If HMUW fails to meet the foregoing standards, HMUW shall

perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by HMUW's failure to comply with the above standard.

d. **Schedule.** On or after the Effective Date, the CITY shall issue the notice to proceed and HMUW shall proceed in accordance with the timeline contained in the **Schedule of Work**, which is attached as **Exhibit B**.

2. **Addition or Deletions to Services.** CITY may add to HMUW's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. HMUW shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by HMUW and CITY at the time such services are added or deleted.
3. **Exchange of Data.** All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to HMUW without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. **Personnel.** HMUW represents that HMUW will secure at HMUW's own expense, all personnel required to perform the services called for under this Agreement by HMUW. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of HMUW. All of the services required hereunder will be performed by HMUW or under HMUW's direct supervision. All HMUW's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.
5. **Term; Renewal Terms.**
  - a. **Initial Term.** This Agreement shall commence on the Effective Date and shall continue until the date that is one year following the Effective Date.
  - b. **Renewal Terms.** The City may renew the Agreement for up to two (2), additional, successive one (1) year terms.
6. **Costs not to Exceed; HMUW's Services Fee; and Payment for HMUW's Services.**
  - a. **HMUW's Services Fee.**
    - i. **Initial Term.** The Parties have established a fixed sum of one hundred and thirty-eight thousand dollars (\$138,000.00) for HMUW's services as outlined in this Agreement.
    - ii. **Renewal Term(s).** The Parties have established a fixed sum of one hundred and thirty-eight thousand dollars (\$138,000.00) per year for HMUW's services for any renewal term.

- b. HMUW's Services Fee includes the costs of marketing; outreach; administration of the Assessments including interpretation services, management of the grant application, evaluation and recommendation process; and financial administration related to the training provided and the use of grant funds.
  - c. Payment Schedule. City will pay HMUW on a quarterly basis, with the first payment of thirty-four thousand five hundred dollars (\$34,500.00) due within thirty days of the Effective Date.
  
- 7. Costs Not to Exceed; Payment and Fees for Capacity Building Activities
  - a. The Parties have established a total not to exceed amount of three hundred and thirty-six thousand dollars (\$336,000.00) to be used by HMUW to support capacity building of local non-profit organizations in accordance with the Scope of Services set forth in Exhibit A during the initial term and, if any funds remain available, during any renewal term. (This is not an annual allocation.) This not to exceed amount includes the costs associated with planned group or individual organizational capacity building, and capacity building grants.
  - b. Planned Group and Individual Capacity Building Activities. Subject to the availability of funds, the City's Finance Director may approve the request for planned group activities, and individual organizational capacity building activities in the Finance Director's sole discretion.
  - c. HMUW may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed. HMUW must provide an attendance report with its invoice. HMUW must pay the vendor(s) and all expenses for authorized training and activities directly.
  - d. Capacity Building Grants. If the grant request is approved, the City's Finance Director will arrange for the transfer of the designated grant amount from the City to HMUW. HMUW will be responsible for paying the vendor(s) providing the capacity building in accordance with the approved grant application and the approved Program Parameters, Rules and Procedures.
  
- 8. Conditioned upon acceptable performance.
  - a. Provided HMUW performs the services in the manner set forth in Paragraph 1 hereof, CITY agrees to pay HMUW in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to HMUW for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during

the period for which payment is claimed are not performed in a timely and satisfactory manner.

- b. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following HMUW's receipt of said disapproval, HMUW shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, HMUW shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
- c. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay HMUW for the services rendered. CITY shall pay HMUW within thirty (30) days of receipt of an invoice.

9. Termination of Agreement.

a. Termination for Breach. Failure of HMUW to fulfill HMUW's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to HMUW by one of three different means: Facsimile Transmission ("FAX") if HMUW has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to HMUW; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to HMUW or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by HMUW under this Agreement prior to the date of termination. HMUW shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by HMUW.

b. Termination for Convenience. CITY shall have the right at any time by written notice to HMUW to terminate and cancel this Agreement, without cause, for the convenience of CITY, and HMUW shall immediately stop work. In such event CITY shall not be liable to HMUW except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by HMUW for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by HMUW under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to HMUW. Anticipatory profits and consequential damages shall not be recoverable by HMUW.

10. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by HMUW in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the HMUW upon completion, termination or cancellation of the resulting contract. HMUW may, at its own expense, keep copies of all its writing for its personal files. HMUW shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of HMUW's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the HMUW shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) HMUW has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by HMUW in the performance of Services or not, at any time and without limitation, and (ii) HMUW retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that HMUW incorporates pre-existing work into a derivative work for City, HMUW will retain ownership of such derivative work, except for those items identified in Paragraph 10.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from HMUW.

11. Insurance. HMUW shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by HMUW is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by HMUW under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. HMUW shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following

limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. HMUW shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. HMUW shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event HMUW does not own automobiles, HMUW agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, HMUW agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, HMUW agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, HMUW agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve HMUW of the obligation to provide replacement coverage.

e. HMUW may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. HMUW agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the HMUW and CITY. HMUW is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

- g. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event HMUW fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.
- i. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of HMUW and/or HMUW's employees and/or HMUW's subcontractors in the performance of this Agreement.
12. **Conflicts.** No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. HMUW covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. HMUW further covenants that in the performance of this Agreement no person having such interest shall be employed.
13. **Assignment.** HMUW shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.
14. **Compliance with Laws.** HMUW agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
15. **Employment Of Unauthorized Aliens Prohibited.** HMUW agrees to comply with Missouri State Statute section 285.530 in that HMUW shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, HMUW shall, by sworn affidavit and provision of documentation,

affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. HMUW shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. HMUW shall require each subcontractor to affirmatively state in its contract with HMUW that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. HMUW shall also require each subcontractor to provide HMUW with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

16. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the HMUW will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. HMUW will retain sole and absolute discretion in the judgment of the manner and means of carrying out HMUW's activities and responsibilities hereunder. HMUW agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between HMUW and CITY, and CITY will not be liable for any obligation incurred by HMUW, including but not limited to unpaid minimum wages and/or overtime premiums.
17. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, HMUW shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of HMUW, of any subcontractor (meaning anyone, including but not limited to HMUWs having a contract with HMUW or a subcontractor for part of the services), of anyone directly or indirectly employed by HMUW or by any subcontractor, or of anyone for whose acts HMUW or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require HMUW to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence. This clause shall survive termination of the Agreement.
18. **No Waiver of Sovereign Immunity.** 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 constitution or law.

19. **Professional Oversight Indemnification.** HMUW understands and agrees that CITY has contracted with HMUW based upon HMUW's representations that HMUW is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, HMUW agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise HMUW.
20. **Professional Responsibility.** HMUW shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If HMUW fails to meet the foregoing standard, HMUW shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by HMUW's failure to comply with above standard, and which are reported to HMUW within one (1) year from the completion of HMUW'S services for the Project.
21. **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 Agreement, 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.
22. **Authorized Representatives:** The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.
23. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to CITY:**  
City of Columbia  
**Finance Department**  
**ATTN: Matthew Lue**  
P.O. Box 6015  
Columbia, MO 65205-6015

**If to HMUW:**  
**Heart of Missouri United Way, Inc.**  
**ATTN: Andrew Grabau**  
**105 East Ash Street**  
**Columbia, MO 65203**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

24. **Public Records Act.** CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and HMUW agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
25. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
26. **Audit.** HMUW shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of HMUW to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. Records shall be maintained by HMUW for a period of five years after the end of the Agreement. This clause shall survive termination of the Agreement.
27. **Nondiscrimination.** During the performance of this Agreement, HMUW shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. HMUW shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances. HMUW agrees to comply with the following federal funding requirements which includes statutes prohibiting discrimination including, without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto
  - f. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28.
28. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, HMUW certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
29. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
30. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
31. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**Exhibit:**

- A Scope of Services
- B Schedule of Work

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the

event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

32. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to HMUW's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Name: De'Carlton Seewood

Title: City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

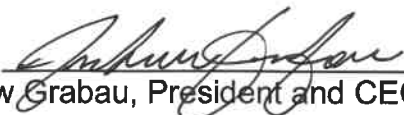
By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.  
\*Account No. 11008500-504990

By: \_\_\_\_\_  
Director of Finance

(Seal)

**Heart of Missouri United Way, Inc.**

By:  \_\_\_\_\_  
Andrew Grabau, President and CEO

Date: 01-04-2024

**EXHIBIT A**  
**Scope of Services**

The Scope of Services involves HMUW providing assistance to local nonprofit organizations to build their capacity to achieve their mission and better serve the Columbia community by aiding in developing and strengthening the skills, abilities, processes and resources that the non-profit organizations need to do so. HMUW's services should help local non-profit organizations to align with the collective impact of building overall local nonprofit capacity, and should implement and assess targeted improvements to advance their overall effectiveness to deliver strong programs and pursue grant funding opportunities.

HMUW must provide the following services related to the establishment and operation of the capacity building program:

1. HMUW must work with the City's Director of Finance to develop the criteria for selecting the non-profit organizations for participation in the program, forms, and processes and procedures for the authorization and transfer of grant funding for the capacity building grants (collectively, "Program Parameters, Rules and Procedures"). The agreed upon selection criteria, processes and procedures will be reduced to writing and signed by the City's Director of Finance and HMUW's President/CEO.
2. Once the Program Parameters, Rules and Procedures are established pursuant to Section 1, HMUW must administer the capacity building grant program on behalf of the City in accordance with the approved Program Parameters, Rules and Procedures.
3. HMUW shall administer the Core Capacity Assessment Tool, or equivalent assessment tool, to make a preliminary assessment of the capacity of each participating non-profit organization. Following the assessment, HMUW will assist the participating non-profits in identifying and obtaining any capacity building training to improve the non-profit organization. Once a non-profit organization completes the assessment, the non-profit organization is then eligible to apply for capacity building grants. Applications shall be submitted to the HMUW who will then review and evaluate the application and requested training pursuant to the Program Parameters, Rules and Procedures, and provide a recommendation for funding to the City. City's Director of Finance will review the grant application and HMUW's recommendation and will either approve or reject the request, based upon the Program Parameters, Rules and Procedures. If the grant request is approved, the City's Finance Director will arrange for the transfer of the designated grant amount from the City to HMUW. HMUW will be responsible for paying the vendor providing the capacity building in accordance with the approved grant application and the approved Program Parameters, Rules and Procedures.

4. HMUW must provide an effective evaluation and review process to ensure that all capacity building funds are being used to advance identified strategies through the assessment, maximizing the impact on the organization, the nonprofit sector and the Columbia community.
5. HMUW must regularly report the progress and outcomes of the internal capacity advancements of participating organizations and the overall effectiveness of the capacity building program(s).
6. HMUW must provide a final report on the outcomes of the capacity building program. HMUW's report must include a plan and estimated budget for continuing the capacity building program beyond the end of the Agreement.

**EXHIBIT B**  
**Schedule of Work**

| <u>Outcome/Performance Measure</u>               | <u>Scheduled Completion Date</u>          |
|--|---|
| Program Parameters, Rules and Procedures Adopted | no later than April 1, 2024               |
| Regular Reporting                                | six month intervals                       |
| Final Report Due                                 | one month before the end of the Agreement |