

SOCIAL SERVICES PROVIDER AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and The Food Bank for Central & Northeast Missouri, Inc., hereinafter called "Provider" is hereby entered into as of the date of the last party to execute the Agreement (the "Effective Date"),

WITNESSETH:

WHEREAS, the City desires to purchase the social services, in whole or in part, as set forth in the proposal, including any revisions, received by and on file with the City, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between the City and Provider as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY PROVIDER

1. PURCHASE OF SERVICES:

- a. Provider agrees to furnish and City agrees to purchase the proposed program service(s), for low-income residents of the City of Columbia, as set forth in Exhibit A attached hereto and made a part hereof by reference (hereinafter "Program Services").
- b. The total allowable compensation for the Program Services under this agreement shall not exceed \$95,311.46 per year.
- c. Provider 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 Provider fails to meet the foregoing standards, Provider shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Provider's failure to comply with the above standard.

2. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until December 31, 2023; provided, however, that either party may terminate this agreement upon thirty (30) days written notice as set forth herein.

Provider agrees that the City may at its sole option and with agreement of the Provider renew this Agreement for one (1) consecutive one-year term. Additionally, Provider agrees and understands that the City may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.

3. **REPORTING:** In the manner, format, and timeframe required by the City, Provider agrees to submit to the City an interim report and a final report at least once each calendar year.

4. PAYMENTS:

- a. Provider 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. The invoice shall be based upon the pricing set forth in Exhibit A.
- b. Conditioned upon acceptable performance. Provided Provider performs the

services in the manner set forth herein, City agrees to pay Provider 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 Provider 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.

- c. 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 Provider's receipt of said disapproval, Provider shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Provider shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
 - d. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Provider for the services rendered. City shall pay Provider within thirty (30) days of receipt of an invoice.
5. **DUPLICATE SOURCES OF FUNDING:** Provider certifies that the expenditure of City funds is essential to the provision of the services covered by this Agreement. Provider is expected, to the greatest extent possible, to maximize funding from all other sources for the program and services covered under this agreement. Provider shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the program and services covered under this Agreement. Provider certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the services covered by this Agreement. City reserves the right, upon reasonable notice to Provider, to perform an audit of payments received and funds expended by Provider from all sources to verify compliance with this provision.
6. **AVAILABILITY OF FUNDS:** Payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract may be terminated if funding becomes unavailable in whole or in part, and the City shall have no obligation to continue payment following written notification to Provider that such funds are no longer available for such purposes.

MONITORING AND MODIFICATION

7. **MODIFICATION OR AMENDMENT:** Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the City for approval.
8. **REQUIRED DOCUMENTS AND INFORMATION:** Provider agrees to regularly submit to the City current versions of the following required documents and information: by-laws, articles of incorporation, organizational chart, governing board roster, advisory board roster, policy for non-discrimination in employment, policy for non-discrimination in public accommodation, financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year. As applicable, provider agrees to also provide the following documents and information: IRS tax exempt status determination letter; most recently completed IRS 990, 990 EZ, or pro forma 990; compensation and other information for the five highest compensated employees; an ADA plan of accommodation and a transition plan.

9. **MONITORING:** Provider agrees to permit the City or its designee(s) to monitor, survey and inspect Provider's services, facilities, and client records, to determine compliance and performance with this Agreement, except as prohibited by laws protecting client confidentiality. In addition, Provider hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the City or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of contracted services, activities and programs, expenditure of City funds, and all other matters set forth in this Agreement.

OTHER TERMS OF THIS AGREEMENT

10. **CERTIFICATION/LICENSING:** Provider agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.
11. **PUBLICITY:** Provider agrees that the City shall be recognized as a financial supporter in all its promotional materials and advertising pertaining to the contracted program service(s). A copy of the City logo will be used whenever possible.
12. **INDEMNIFICATION:** To the extent permitted by Missouri law, and without waiving sovereign immunity, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgments or damages, including court costs, arising out of the services rendered by Provider in the course of the operation of this agreement. It is the responsibility of the Provider to identify and maintain insurance or self-funded coverage which shall meet the Provider's obligation to indemnify the City as set out herein. This provision shall survive any termination of the Agreement.
13. **DISCRIMINATION:** Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable federal, state, and local laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing), or any other legally protected category.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services and employment practices, if the Provider represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Provider agrees that, in connection with the provision of services and employment practices, it will not:

- a. discriminate against any employee or applicant for employment on the basis of religion or religious beliefs or employ or give preference in employment to persons on the basis of religion or religious beliefs;
- b. discriminate against any persons seeking services on the basis of religion or religious beliefs or limit such services or give preference to persons on the basis of religion or religious beliefs; and

- c. provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services under this agreement.

14. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

- a. As a condition for the award of this Agreement the Provider 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. The Provider 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.
- b. Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

15. **FAILURE TO PERFORM/DEFAULT:** Provider agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the City, such failure or refusal shall constitute a default hereunder, and the City will be relieved of any further obligation to make payments to the Provider as set out herein.

16. **RECORD RETENTION CLAUSE:** Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.

17. **CONFLICT OF INTEREST:** Provider agrees that any conflict of interest between its board of directors and/or employees and the Provider or conflict of interest between Provider, its board of directors and/or employees and the City, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".

18. **LITIGATION:** Provider hereby certifies there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.

19. **SUBCONTRACTS:** This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.

20. **TERMINATION:** Either party may terminate this agreement upon thirty (30) days written

notice. City shall pay provider for services performed and non-cancelable obligations incurred by Provider up to the time of said termination prior to such written notification. Provider shall be required to submit all reports required by the Agreement for which Provider has received compensation within thirty (30) days following the effective date of said termination.

- 21. 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.
- 22. 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.
- 23. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Program Services

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

- 24. Entire Agreement. This Agreement represents the entire and integrated Agreement between Provider and City relative to the Program Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Provider's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

SKB

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 11004540-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

PROVIDER:

By: Lindsay Lopez

Printed Name: Lindsay Lopez

Title: President and CEO

Date: 11/16/2022

ATTEST:

By: Pennylyn Kuhns-Knarr

Name/Title: Pennylyn Kuhns-Knarr CHRO
Notary Public

Exhibit A

Program Services

Program Name	General Food Acquisition and Distribution
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Service	Service Definition	Unit of Service Measure	Service Recipient	Unit of Service Rate	Amount not to Exceed	Number of Units of Service
food distribution	Acquires and distributes food to providers of supplemental food.	one pound	one resident of Columbia age 20 and over	\$1.92	\$95,311.46	49,641.39