

SOCIAL SERVICES PROVIDER AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and Voluntary Action Center, 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 \$584,956 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 be for a term of one year commencing on January 1, 2026 and ending on December 31, 2026; 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 990 pro forma; 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. **LICENSE TO USE CITY'S BUILDING AT 1509 ASHLEY STREET.** Subject to the following terms and conditions, City hereby grants Provider a non-exclusive, revocable license to use the City owned building located at 1509 Ashley Street, Columbia, Missouri (hereinafter "Premises"), to provide the services set forth herein.

- a. **Provider's Responsibilities.** Provider shall regularly clean the interior of the Premises and shall maintain the Premises in good order, condition and repair in a manner consistent with the operation of comparable facilities. Provider shall secure the Premises when not in use and shall be responsible for the security of the Premises during the license term.
- b. **City's Responsibilities.** City shall maintain the exterior of the property and all major interior systems, such as heating and cooling.
- c. **Utilities.** City, at City's sole cost, shall provide electric and water for the building.
- d. **Cleaning Supplies.** City shall provide cleaning supplies.
- e. **Snow removal.** City shall be responsible for snow removal.
- f. **Hazardous Materials.** No Hazardous Materials shall be used, kept, treated, stored, sold, released, discharged or disposed of from, on, about, under or into the Premises except in compliance with Applicable Laws and as approved by City in writing. If any Hazardous Materials Occurrence caused by Provider results in any contamination of the Premises or City Property or neighboring property, Provider shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result on the Hazardous Materials Occurrence. Except in the cases of emergency, City's written approval of such actions shall first be obtained.
- g. **City's Access to the Premises.** City has the right, at reasonable times and (except in the case of emergency) following advance notice to Provider, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of the Agreement and or the City Property as determined by the City and to close the Premises when immediate danger to life or property is discovered. This Agreement does not vest in Provider any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the City. Provider's use of the Premises is a non-exclusive license, and may be revoked at any time by the City in the City's sole discretion.
- h. **Non-exclusive Use of the Premises.** Provider's use of the Premises is non-exclusive. City may allow city staff and other social service providers to use the Premises to provide services to the public. Provider shall cooperate with all other authorized users of the Premises.
- i. **"As Is" Condition of the Premises.** Provider accepts the Premises in the existing "as is" condition and acknowledges that Provider does not rely on, and City does not make, any express or implied representations or warranties as to any matters, including but not

limited to, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the programmatic feasibility of Provider's use and occupancy of the Premises, or the presence of any hazardous materials on or in the vicinity of the Premises. Provider represents that Provider has exercised due diligence and made a thorough, independent examination of the Premises and all matters relevant to the Provider's decision to use the Premises, and Provider is thoroughly familiar with all aspects of the Premises and is satisfied that the Premises are in an acceptable condition and meets the Provider's needs.

- j. Authorized Uses. Provider may use the Premises for providing emergency sheltering and related services to homeless persons located within the city limits of Columbia, Missouri according to the approved schedule.
- k. Forbidden Uses. In no event shall the Premises be used for any purpose that is not permissible, or even if so permissible, that may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health and welfare of the City Property resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.
- l. Signage. Provider shall not post signs on the Premises of any nature without City's prior written approval.
- m. Permits and Approvals. Provider shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Agreement.
- n. Alterations. Provider shall not make alterations of any nature to the Premises without the written permission of the City.
- o. Surrender and Holding Over. On or before December 31, 2026 or upon the revocation of the License, Provider shall peaceably surrender and vacate the Premises, remove Provider's personal property, and return the premises, including all furniture, fixtures and equipment, to as good an order and condition that existed on the Commencement Date. For these purposes, the Parties shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by Provider to City for City's furniture, fixtures, and equipment, or elements of the Premises shown to be lost, damaged, or destroyed. Any such furniture, fixtures or equipment or other elements of the Premises shall either be replaced or returned to the condition required under this Section by Provider, ordinary wear and tear excepted, or at the election of City, reimbursement made therefore by Provider at the then current market value thereof. This License shall end upon the Expiration Date or Termination Date and any holding over by Provider or the acceptance by City of any form of payment or other charges after such date shall not constitute a renewal of this Agreement or give Provider any rights under this Agreement or in or to the Premises.
- p. Insurance. Provider 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 City's review or acceptance of insurance maintained by Provider is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Provider under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- i. **Workers' Compensation & Employers Liability.** Provider shall either obtain the City's Risk Manager's approval of the Provider's Workers' Compensation waiver or 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.
- ii. **Commercial General Liability.** Provider shall maintain Commercial General Liability coverage at a limit of \$1,000,000 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.
- iii. **The City of Columbia, its elected officials and employees are to be Additional Insured** with respect to the Premises 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 this Agreement between Provider and City. Provider 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. The insurance required by the provisions of this section is required in the public interest and City does not assume any liability for acts of Provider and/or Provider's employees and/or Provider's subcontractors in the performance of this Agreement.

23. **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.

24. **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.

. **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: RR
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/lt

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: [Signature]
Matthew Lua, Director of Finance .LL

PROVIDER:

E-SIGNED by Ed Stansberry
By: _____ on 2025-11-06 21:18:54 GMT

Printed Name: Ed Stansberry

Title: Executive Director

Date: November 06, 2025

ATTEST:

E-SIGNED by Debbie Jones
By: _____ on 2025-11-07 17:51:42 GMT

Printed Name: Debbie Jones

Title: Financial Administrator

Exhibit A

Program Services

Program Name	Overnight Shelter
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Service	Service Definition	Unit of Service Measure	Service Recipient	Unit of Service Rate	Amount not to Exceed
Overnight Emergency Shelter	Emergency shelter provided overnight only, on a first come first served basis. Program consumers may not be excluded from service based on intermittent use. Program consumers should not be charged a program service fee.	One night/individual	One resident of Columbia age 20 and older	\$40.55	\$584,956