

Subgrantee Agreement

between the

City of Columbia, Missouri,

and

Columbia Center for Urban Agriculture

THIS AGREEMENT (the "Agreement") by and between Columbia Center for Urban Agriculture (hereinafter "CCUA") and the City of Columbia, Missouri, a political subdivision of the State of Missouri (hereinafter "City"), is entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and CCUA are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City obtained a grant from the Missouri Foundation for Health to create and support the work of a Food Council (hereinafter "Project"); and

WHEREAS, CCUA is willing to serve as subgrantee to the grant funded by the Missouri Foundation for Health as outlined herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Responsibilities of Subgrantee. CCUA shall:
 - a. Will develop and implement Community Food System Assessment measures/methodology;
 - b. Assist in data collection, building online surveys, project reports, evaluation and planning;
 - c. Recruit, hire, train and supervise Ambassadors;
 - d. Mini-grant program administration and awards; and
 - e. Create and disseminate the Food Council toolkit.

2. Approved Budget for Subgrantee. The Parties agree to the following approved budget for CCUA, as subgrantee.

a. Staff Time and fringe benefits	\$30,000 per year
b. Ambassador program	\$ 5,000 per year
c. Mini Grant awards	\$12,000 in years 2-4 only

3. Payment

a. City agrees to reimburse CCUA for costs actually incurred and paid by CCUA on or after the Effective Date in accordance with the Approved Budget for the performance of the Approved Activities under this Agreement in an amount not to exceed one hundred seventy-six thousand dollars (\$176,000.00) ("Total Agreement Funds"). This sum cannot be exceeded unless the Agreement is amended in writing.

b. Schedule. The parties agree to the following reimbursement schedule.

Year	Amount
1	\$35,000
2	\$47,000
3	\$47,000
4	\$47,000
Total	\$176,000

c. This is a cost-reimbursement Agreement. Disbursement of the funding for the Project under this Agreement may be requested only for necessary, reasonable, and allowable costs of the Project in accordance with the Approved Budget during the period of performance which begins on the Effective Date of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities outlined in the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement and all city and legal requirements.

4. Restrictions on CCUA as Subgrantee. CCUA may not transfer allocated funds among cost categories within the approved budget without the prior written approval of the City nor shall CCUA make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of City.
5. Restriction on Disbursements: The grant funding for this Project shall not be disbursed to CCUA except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon CCUA's refusal to accept any additional conditions that may be imposed by the City at any time or if the grant funding to the City is suspended or terminated.
6. Financial Management. CCUA shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this

Agreement and with any program income earned as a result of funds received pursuant to this Agreement. CCUA shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement. The City, and its authorized representatives, shall have the right of access to records (electronic and otherwise) of CCUA in order to conduct audits or other investigations. CCUA must agree to provide or make available such records to City upon request, and its authorized representative in order to conduct audits or other investigations. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and no later than thirty (30) days from the date written notice is provided to CCUA. This clause shall survive termination of the Agreement.

7. **Improper Payments.** Any item of expenditure by CCUA under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, the Missouri Foundation for Health, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of CCUA, shall become CCUA's liability, and shall be paid solely by CCUA, immediately upon notification of such, from funds other than those provided by City under this Agreement or any other agreements between City and CCUA. This provision shall survive the expiration or termination of this Agreement.
8. **Term.** The "Term" of this Agreement shall commence on the Effective Date, and shall continue until a date that is four years following the Effective Date. All services must be completed no later than October 31, 2027.
9. **Termination Provisions**
 - a. **By Mutual Agreement.** This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
 - b. **By Convenience.** With thirty days written notice, either Party may terminate this Agreement for convenience.
 - c. **By Default.** Either Party may terminate this Agreement in accordance with Section 11.
 - d. **By Force Majeure.** The agreement may be terminated due to force majeure in accordance with Section 10.

10. Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

11. Termination for Default
 - a. A Party shall be considered in Default of this Agreement upon:
 - i. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - ii. The Party (1) becoming insolvent; (2) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) making a general assignment for the benefit of its creditors; or (4) consenting to the appointment of a receiver, trustee or liquidator;
 - iii. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - iv. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
 - b. Termination upon Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

12. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, CCUA 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) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of CCUA, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CCUA or a subcontractor for part of the services), of anyone directly or indirectly employed by CCUA or by any subcontractor, or of anyone for whose acts the CCUA or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CCUA to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence.

13. Insurance. CCUA shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement liability insurance to cover CCUA's activities in an amount not less than the State of Missouri's sovereign immunity limits, adjusted annually pursuant to Section 537.610 RSMO on a per occurrence basis for both personal injury or death and property damage, naming the City of Columbia as an additional insured. CCUA shall provide City with proof of such insurance and a copy of the policy upon request. CCUA shall also 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.
14. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
15. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
16. 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.
17. Governing Law and Venue. This contract 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 contract document, 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.

18. General Laws. CCUA shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
19. Sunshine Law. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. CCUA shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.
20. Equal Opportunity and Non-discrimination. CCUA shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this contract. CCUA shall include this obligation of compliance in its contracts with subcontractors on this project.
21. Employment of Unauthorized Aliens Prohibited. CCUA agrees to comply with Missouri State Statute Section 285.530 in that CCUA 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 contract, CCUA 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. CCUA 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. CCUA shall require each subcontractor to affirmatively state in its contract with CCUA 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. CCUA shall also require each subcontractor to provide CCUA 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.
22. Subgrantee's Compliance with Grant Requirements. CCUA shall comply with the grant requirements as set forth in the amended and ratified grant agreement between the City of Columbia and The Missouri Foundation for Health.

23. 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.
24. No Waiver of Immunities. 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 constitutions or laws.
25. Notices. Any notice, demand, request, or communication required or authorized by the 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
Public Health and Human Services Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to CCUA:
Columbia Center for Urban Agriculture
P.O. Box 1742
Columbia, Missouri 65205
ATTN: Billy Polansky, Director

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.

26. 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.
27. Entire Agreement. This Agreement represents the entire and integrated Agreement between CCUA and City relative to the Subgrant set forth herein. All

previous or contemporaneous agreements, representations, promises and conditions relating to the Subgrant described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

COLUMBIA CENTER FOR URBAN AGRICULTURE

By: 

Billy Polansky, Director

Date: 11/16/2023

CITY OF COLUMBIA, MISSOURI

By: _____ 

De'Carlon Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 11003020 505990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____

Matthew Lue, Director of Finance