AGREEMENT FOR SERVICES
RELATED AND REASONABLY PROPORTIONAL TO
THE PUBLIC HEALTH OR NEGATIVE ECONOMIC IMPACT OF COVID 19

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Central Missouri Community Action, a nonprofit corporation organized in the State of Missouri with authority to transact business within the State of Missouri (hereinafter "Provider"), is hereby entered into as of the date of the last party to execute the Agreement (the "Effective Date").

WITNESSETH:

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 constituted a national emergency and the Governor of the State of Missouri declared a state of emergency in the State of Missouri;

WHEREAS, on March 16, 2020, the City Manager of Columbia, Missouri, issued a declaration of emergency and the City Council adopted Resolution 46-20 in support of the declaration of the state of emergency;

WHEREAS, On March 21, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund to provide support to state, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and its impacts on their communities, residents and businesses;

WHEREAS, the City identified a need for the services identified in Exhibit A to address the public health and economic needs of those impacted by the pandemic within the City of Columbia city limits, as well as addressing longstanding health and economic disparities which amplified the impact of the pandemic in disproportionately impacted communities within Columbia, resulting in more severe pandemic impacts;

WHEREAS, the City issued RFP #189/2023 to procure needed services and Provider timely submitted its proposal;

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

WHEREAS, City determined that the proposed services are related and reasonably proportional to the public health or negative economic impact of COVID 19, and desires to use ARPA funding for these needed services.

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. PURCHASE OF SERVICES:
    a. Provider agrees to furnish and City agrees to purchase the proposed program service(s), for low to moderate income or other disproportionately impacted 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. 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.
    c. Schedule. On or after the Effective Date, the City shall issue the notice to proceed and Provider shall proceed in accordance with the timeline contained in the Schedule of Work, which is attached as Exhibit B. If City has received Provider's valid certificate of insurance meeting the requirements set forth herein and if Provider is properly licensed and has complied with all local, state and federal requirements for the provision of these services prior to contract signing, the execution of the contract shall be deemed the notice to proceed.

2. TERM: This Agreement shall be for a term commencing on the Effective Date, and ending on January 31, 2027, unless otherwise terminated as set forth herein.

3. FEDERAL LIMITATIONS ON USE OF FUNDS (applicable to the use of federal funds):

    a. If City uses federal funds to cover costs incurred, the period of performance begins on the Effective Date and ends on December 31, 2024. City must liquidate all obligations occurred by December 31, 2024, under the federal award, no later than December 31, 2026, which is the end of the period of performance for the federal funding. As such, program obligations or costs must be incurred from the period beginning on the Effective Date and ending on December 31, 2024. No new obligations or costs may be incurred during the period beginning on January 1, 2025 and ending on December 31, 2026. During this two year period from January 1, 2025 through December 31, 2026, City is only permitted to expend funds to satisfy obligations incurred by December 31, 2024.
    b. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this Agreement.

4. REPORTING: In the manner, format, and timeframe outlined in Exhibit C, Provider agrees to submit to the City the reports set forth in Exhibit C. Should the U.S. Treasury require additional reporting that is applicable to this Agreement, Provider agrees to comply with any additional reporting requests of the City related to its

compliance requirements for the U.S. Treasury.

5. OTHER 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.

6. 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.

7. AUDIT AND ACCESS TO RECORDS AND REPORTS:

    a. Provider must maintain an acceptable cost accounting system.
    b. Provider shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
    c. The City, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Provider in order to conduct audits or other investigations. Provider must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
    d. Records shall be maintained by Provider for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
    e. 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 Provider.
    f. This clause shall survive termination of the Agreement.

8. 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.
    i. If Federal funding is being used, the following requirements apply. The accountability, performance measures and evaluation criteria are set forth in Exhibit D. Provided Provider performs the services in the manner set forth herein and in accordance with the requirements in Exhibit D, 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.
    ii. If city funding is being used, the following requirements apply. 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.

9. COSTS NOT TO EXCEED. Pursuant to the pricing in Exhibit A, total payment for the services and all other expenses and costs to the City under this Agreement and described herein shall not exceed two hundred eighteen thousand, nine hundred sixty-one dollars ($218,961.00).

10. 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.

11. 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.

12. 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 the 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-VI. With the City's Risk Manager's written approval, coverage may be provided through a self-insurance program.

Workers' Compensation & Employers Liability. Unless waived by the City's Risk Manager, Provider 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.

Commercial General Liability. Provider 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.

Business Auto Liability. Provider 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 Provider does not own automobiles, Provider 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.

Professional Liability. If the Scope of Services require the work of a licensed professional, Provider 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, Provider 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, Provider 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 Provider of the obligation to provide replacement coverage.

Provider 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. Provider 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.

The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the services 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. 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 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.

Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Provider 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.

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 Provider and/or Provider's employees and/or Provider's subcontractors in the performance of this Agreement.

13. 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.

14. 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 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.

15. GENERAL LAWS: Provider shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

16. 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.

17. SECTION 285.530 RSMo.: To the extent applicable pursuant to Section 285.530 RSMo, 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. 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. 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.

18. SECTION 34.600 RSMo COMPLIANCE: If applicable pursuant to Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Provider hereby certifies that Provider is not currently engaged in and shall not for the duration of the contract, 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.

19. MISSOURI 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. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.

20. 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.

21. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law,

Provider 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 Provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Provider or a subcontractor for part of the services), of anyone directly or indirectly employed by Provider or by any subcontractor, or of anyone for whose acts the Provider or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Provider to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence. This clause shall survive termination of the Agreement.

22. 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.

23. 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.

24. 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.

25. CONFLICT OF INTEREST: 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. Provider 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. Provider further covenants that in the performance of this Agreement no person having such interest shall be employed.

26. 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.

27. SUBCONTRACTS: 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 shall be subject to all conditions and requirements of this Agreement.

28. 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.

29. 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.

30. TERMINATION:

    a. Termination for Breach. Failure of Provider to fulfill Provider's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule (if applicable) and description of services 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 Provider by one of three different means: Facsimile Transmission ("FAX") if Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to Provider; 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 Provider 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 Provider under this Agreement prior to the date of termination. Provider shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Provider.

b. Termination for Convenience. City shall have the right at any time by written notice to Provider to terminate and cancel this Agreement, without cause, for the convenience of City, and Provider shall immediately stop work. In such event City shall not be liable to Provider 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 Provider for the performance of the canceled 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 Provider 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 Provider. Anticipatory profits and consequential damages shall not be recoverable by Provider.

31. 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.

32. 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.

33. 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
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Purchasing Agent

If to Provider:
Central Missouri Community Action
807 B North Providence Road
Columbia, MO 65203
ATTN: Darin Preis

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.

34. 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.

35. FEDERAL FUNDING REQUIREMENTS: Provider agrees to comply with the following federal funding requirements:

a. Statutes prohibiting discrimination including, without limitation, the following:
   i. 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
   ii. 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;
   iii. 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;
   iv. 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
   v. 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
   vi. 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;

b. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part

20.

c. New Restrictions on Lobbying, 31 C.F.R. Part 21.
d. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
e. Generally applicable federal environmental laws and regulations.
    i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended –If this Agreement is in excess of $150,000, the Provider shall to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
f. Provider shall also take reasonable steps to provide, in languages other than English, information regarding programs subject to title VI.
g. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Columbia by the U.S. Department of the Treasury."
h. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of City of Columbia, Provider, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
i. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), City of Columbia encourages Provider to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
j. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City of Columbia encourage Provider to adopt and enforce policies that ban text messaging while driving, and Provider should establish workplace safety policies to decrease accidents caused by distracted drivers.
k. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Provider shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

l. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Parties enter into a contract regarding the performance of experimental, developmental, or research work under that "funding agreement," the Parties must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

m. § 200.323 Procurement of recovered materials. Provider must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

n. § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment. Provider shall comply with the restrictions set forth in Section 200.216

o. § 200.322. Domestic preferences for procurements and the Build America, Buy America Act. Provider shall, as appropriate and to the extent consistent with law, purchase, acquire or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, subcontracts and purchase orders for work or products under this award.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: Provider certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not within a three year period preceeding this Agreement or its proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or the commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumberated above; and
d. Have not within a three year period preceding this application/proposal had on or more public transactions (federal, state or local) terminated for cause or default.

37. CERTIFICATION REGARDING LOBBYING: Provider certifies, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

38. CONTRACT DOCUMENTS: This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Program Services
B	Schedule (if applicable)
C	Reporting Requirements (if applicable)

D Accountability, Performance Measures and Evaluation Criteria (if applicable)

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

39. 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'Carlon Seewood, City Manager

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 11008500-504990 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: _____

Printed Name: Darin Preis

Title: Executive Director

Date: 1/24/24

ATTEST:

By: Shonda White

Name/Title: Shonda White, Exec Asst

Exhibit A

Program Services

Program Name	Employment and Skills Training

Service	**Service Definition**	**Unit of Service Measure**	**Service Recipient**	**Unit of Service Rate**	**Amount not to Exceed**	**Number of Units of Service**
Job Readiness Training	Prepares individuals to obtain and retain a job	15 minutes	Low income persons 16 years of age and older	$20.22	$218,961	10,828

Exhibit B
Schedule

Not Applicable

Exhibit C

Reporting Requirements

- 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.

Exhibit D

Accountability, Performance Measures and Evaluation Criteria

Outcome	Indicator	Method of Measurement
Develop and/or make progress toward goals to address identified needs	90% of participants will complete an intake interview and assessment to assess workforce preparedness, skills and goals including an action plan for next steps.	Completed assessment(s), case management notes, completed action plan
	90% of participants will develop and/or make progress toward outlined employment and training goals and address identified needs/barriers to goal achievement.	Outlined smart goals in action plan, case management notes
Gain vocational skills	75% of participants interested in vocational training or post-secondary education will complete CareerScope interest and aptitude assessment.	Completed assessment, case management notes, MIS NPIs (internal database)
	75% of those enrolled in vocational training will complete successfully.	Credential, grades, MIS NPIs (internal database), case management notes
Obtain employment	35% of participants will gain employment during program participation.	Employment verification, case management notes, MIS NPIs (internal database)
	75% of those who gain employment will retain employment for at least three months through job retention coaching and personal financial education.	Employment verification, case management notes, completed budget,
Obtain job readiness skills	80% of participants will make gains in job readiness skills through coaching.	To include but not limited to resume, cover letter, digital literacy modules completed, labor market information saved to participant record, case management notes, MIS services and NPIs (internal database)
Resolve immediate crisis	90% of those with an immediate crisis to obtain or maintain employment will resolve the crisis effectively.	Case management notes MIS services and NPIs (internal database)