

**FACILITY USAGE AND DONATION AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, MISSOURI,  
AND  
COLUMBIA CENTER FOR URBAN AGRICULTURE, INC.  
FOR THE DEVELOPMENT AND OPERATION OF  
A COMMUNITY WELCOME CENTER AND ACTIVITY ROOM  
AT CLARY-SHY COMMUNITY PARK**

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

WITNESSETH:

WHEREAS, City owns and operates Clary-Shy Community Park at 1701 West Ash Street, Columbia, Missouri (hereinafter "Park"); and

WHEREAS, City and CCUA would like to continue to make improvements to the site, to wit: a Community Welcome Center and Activity Room, as part of a phased development of the Agriculture Park at the Park (hereinafter "Project"); and

WHEREAS, CCUA was allocated American Rescue Plan grant funding from Boone County to pay for some of the Project costs; and

WHEREAS, CCUA has raised significant funds for the construction of the Project; and

WHEREAS, the Parties desire to share in the construction and operation of the Project.

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. Demised Premises. The Demised Premises are depicted in Attachment A attached hereto. CCUA shall use the designated areas as a Community Welcome Center, Resource Center, Commercial Kitchen, and Offices. CCUA shall prepare the Demised Premises for its uses, it being understood that the area is provided in an "as-is" condition. During the Period of Exclusive Use and excluding the Period of Non-Exclusive Use, CCUA shall be entitled to the exclusive use of the entire Demised Premises at all times during the Term, as the same may be extended.
2. Purpose and Use of Property. City shall allow CCUA to operate a Community Welcome Center, offices, Resource Library and Commercial Kitchen and to

conduct educational and agricultural related events on the land owned by City located at Clary-Shy Community Park, 1701 West Ash Street, Columbia, Missouri. The City of Columbia, Missouri's Parks and Recreation Director (hereinafter "Parks Director") shall designate the exact location of the features of the Agriculture Park, parking areas and street access. CCUA shall use the property solely for an Agriculture Park, community education garden and any related uses approved in writing by the Parks Director. Unless the Parties otherwise agree in writing, violations of this section shall be considered a material breach of this Agreement.

3. CCUA's Donation; Project Funding. CCUA's donation and project funding information are contained in Attachment B.
  - a. CCUA hereby donates the construction Documents for the Community Welcome Center.
  - b. Attachment B also details available funding for this Project. CCUA shall arrange for the Boone County ARPA allocation of \$1,500,000 to be used for the construction of this Project.
  - c. Should any funding remain after construction of the Project, the Parties agree to utilize the remaining funding in accordance with any restrictions on the use of the funds and with the following prioritization of spending:
    - i. Equipment for the Kitchen Areas;
    - ii. Furniture and Equipment for the office and Resource Library;
    - iii. Furniture and Equipment for the Activity Room;
    - iv. Landscaping
  
4. CCUA's Obligations. CCUA shall:
  - a. provide to City the funding and construction plans/documents for the Project as outlined in the donation letter attached as Attachment B;
  - b. perform cleaning, maintenance, and repair of the Demised Premises and any plumbing and kitchen equipment located within the Demised Premises, including but not limited to bathrooms, freezer(s), refrigerator, sink, stove, oven, exhaust fan, garbage disposal, grease trap, microwave, etc.;
  - c. make no alterations or major repairs to the Demised Premises without the prior written consent of the City (all such alterations and repairs shall be at CCUA's expense);
  - d. obtain the written consent of the City before installing any signs;
  - e. take good care of the Demised Premises and keep it in good order and repair and free from filth, danger of fire or explosion and any nuisance. CCUA shall keep the area clean of all trash and garbage. CCUA shall not

- perform any acts or carry on any practices that may injure the building, structures or premises;
- f. return the Demised Premises to the City at the expiration of the lease in a reasonable condition;
  - g. be responsible for maintenance and repairs of all furniture, fixtures, and equipment owned by CCUA;
  - h. pay for designated utilities to the Community Welcome Center and the Activity Room; and
  - i. be responsible for programming in the Demised Premises.
5. City's Obligations. City shall:
- a. Construct the Project;
  - b. Clean, maintain and repair the Activity Room;
  - c. be responsible for the programming of the Activity Room;
  - d. be responsible for solid waste utility and stormwater utility costs for the entire building;
  - e. be responsible for internet service for the entire building; and
  - f. maintain and repair major building wide features such as the roof, outside structure, electrical, plumbing, sewer, security and building HVAC system.
6. Hours of Operation. CCUA may operate the Demised Premises during established park hours to conduct production and programming activities, and on any other day of the week and during such hours as requested by the CCUA and approved by the Parks Director.
7. Periods of Non-Exclusive Use. The Parties' Designated Representatives may agree in writing to specified dates as "Non-Exclusive Period" should the Community Welcome Center be needed by the City. Except in cases of emergency, City shall give CCUA at least thirty days written notice.
8. Lease Term; Renewal Terms
- a. Initial Term. The initial lease term shall commence on the first date that CCUA occupies the Demised Premises (hereinafter "Lease Commencement Date") and shall continue until December 31, 2039.
  - b. Renewal Terms. Thereafter, the Agreement shall automatically be renewed for up to twenty (20) successive terms of one (1) year (hereinafter "Renewal Term"), unless the Agreement is terminated pursuant to the provisions of this Agreement or unless either Party provides written notice of termination at least ninety (90) days prior to the end of the then current Renewal Term. Should the City opt not to renew

the Agreement for an additional Renewal Term, Director shall obtain authorization of the non-renewal by a majority vote of the City Council.

9. Rent

- a. Rent shall consist of an annual rent, a combination of services and the payment of all utility costs for the Community Welcome Center and the Activity Room.
- b. Annual Rent Amount. For the initial year after the Lease Commencement Date, CCUA shall pay six thousand dollars (\$6,000.00) per year.
- c. Rent Adjustments. Rent is subject to adjustment by the City as part of the City's annual budget process. City shall provide a written notice of a proposed rent adjustment no later than September 1st of the year. This amount will be approved by the City Council as part of the annual budget process and the approved rent amount will take effect on January 1st of the following calendar year.
- d. Utility Costs. CCUA shall pay water, electric, sewer, telephone service, and gas, associated with the Community Welcome Center and Activity Room.
- e. Services. In addition to the annual rent amount and utility costs, CCUA shall provide services in operating the Community Welcome Center. CCUA shall continue to raise funds for the maintenance and operation of the Welcome Center and Agriculture Park.
- f. Payments. Rent shall be paid monthly, in advance and shall be due on the first day of each month. Any payments due to the City pursuant to the terms of this Agreement shall be delivered to:  
City of Columbia  
Finance Department  
701 East Broadway, 5<sup>th</sup> Floor  
P.O. Box 6015  
Columbia, Missouri 65205-6015  
Attention: Accounts Receivable

10. Removal of Trailer. Within six months of the Lease Commencement Date, CCUA shall remove the double-wide trailer from park property. Failure to remove the trailer within six months of the Lease Commencement Date shall be considered a material breach of this Agreement.

11. Design and Construction Requirements. City shall be responsible for the construction of the Project. The Project shall be constructed in accordance with the approved plans.

12. Insurance. CCUA, at its sole expense, shall obtain and keep in force liability and renter's insurance to cover CCUA's activities on City's property and its use of the Demised Premises 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, Boone County, and the US Treasury as an additional insureds. CCUA shall provide City with proof of such insurance and a copy of the policy upon request.
13. Naming Opportunities. The Columbia City Council shall name the Community Welcome Center and Activity Room. City shall consider naming recommendations suggested by CCUA. CCUA may name specific areas of the Community Welcome Center after principal donors, subject to City approval.
14. Special Events. Special events organized by CCUA are anticipated to occur at the Community Welcome Center and/or in the Activity Room. CCUA shall comply with the City ordinances, rules, and regulations and shall obtain any and all required permits for its special events, except there shall be no additional facility rental fees for use of the Park for the first 30 events each year as these fees are included in the rent payments.
15. Use of Herbicides, Pesticides and Fertilizers. City and CCUA will coordinate use and application of herbicides, pesticides, and fertilizer at Clary-Shy Park. Each Party shall be responsible for its own costs related to herbicides, pesticides and fertilizers each Party uses.
16. Concessions.
  - a. CCUA shall have all concessions rights during their hours of operation of the Community Welcome Center at locations within the Demised Premises.
  - b. Except during CCUA's use of the Activity Room for special events, City shall have all concessions rights during their hours of operation of the Activity Room at locations that are not within the Demised Premises.
  - c. All Parties involved with the selling of food and beverages shall adhere to all applicable City ordinances, federal and state laws, rules, and regulations.
17. Termination

- a. By Mutual Agreement. The Parties may mutually agree to terminate this Agreement.
- b. Cancellation by CCUA due to Events of Default by City of Columbia. The following event shall constitute an "Event of Default by the City": If the City fails after receipt of written notice from CCUA to keep, perform or observe any term, covenant or condition herein contained to be kept, performed, or observed by the City and such failure continues for thirty (30) days, or if by its nature such Event of Default by the City cannot be cured within such thirty (30) day period, and the City fails to commence to cure or remove the same as promptly as reasonably practicable. If the City has begun the process of approval of certain purchases or expenditures, such action will constitute a cure of the Event of Default by the City so long as the process is continued in a reasonable manner.
- c. Remedies for City's Default. Upon the occurrence of an Event of Default by the City, CCUA shall have the right to terminate this lease by giving the City written notice. Thirty (30) days after the City has received the written notice to terminate, the lease shall terminate unless the default is cured by the City or CCUA grants an extension.
- d. Cancellation by the City due to Events of Default by CCUA. Each of the following events shall constitute an "Event of Default by CCUA": (i) CCUA fails to pay rent or utilities within twenty (20) days of the date due, and such default continues for a period of ten (10) days after receipt of written notice from City that such non-payment constitutes an event of default; (ii) CCUA fails after receipt of written notice from City to keep, perform, or observe any term, covenant, or condition of this lease, and such failure continues for thirty (30) days after such receipt or, if the performance cannot be reasonably had within the thirty (30) day period, if CCUA shall not diligently proceed to completion of performance; (iii) CCUA shall become insolvent, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall take the benefit of any present or future insolvency statute by answer or other means, or shall make a general assignment for the benefit of creditors; (iv) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against CCUA, or if a receiver or trustee shall be appointed of all or substantially all of the property of CCUA, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment; (v) If CCUA shall vacate or abandon the Leased Premises; or (vi) If this lease or the estate of CCUA hereunder shall be transferred to, assigned to, or shall pass or devolve on any other person, entity, or party, except in the manner herein permitted.

18. Destruction of Property

- a. If the Demised Premises is destroyed or substantially damaged by fire, earthquake, tornado, storm or any cause beyond the control of the City, so that the Demised Premises cannot reasonably be occupied by CCUA, this Agreement shall terminate.
- b. If the Leased Premises is damaged by any of the above causes, but not to the extent that it cannot reasonably be occupied by CCUA, the Parties shall negotiate on repair of the Demised Premises. If the Parties are unable to agree on the terms of repair of the Demised Premises, either Party may terminate the lease by giving written notice to the other Party.

19. All leasehold improvements which are permanently attached to the Demised Premises will, at the end of the lease term, become the sole and separate property of the City, and CCUA shall have no further claim thereon. Furthermore, CCUA agrees that CCUA will not mortgage, grant a security interest in, or pledge in any manner any such improvements. CCUA shall, on the last day of the lease term, peaceably and quietly surrender and deliver the Demised Premises to the City, including all improvements and fixtures constructed or placed thereon by CCUA, except movable personal property and trade fixtures, all in good condition and repair. Any such movable personal property and trade fixtures belonging to CCUA, if not removed at the end of the lease term, shall, if the City so elects, be deemed abandoned and become the property of the City without any payment or offset; therefore, if the City shall not so elect, the City may remove such abandoned personal property from the Demised Premises at the risk and expense of CCUA. CCUA shall repair and restore all damage to the Demised Premises caused by the removal of any such personal property.

20. General Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CCUA will be an independent contractor/tenant and not the City's employee for all purposes.

21. Assignments and Subletting. 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. CCUA shall not assign its interest in the lease or sublease any portion of the Leased Premises

without the prior written consent of the City. The Parties agree that CCUA may sublease office space to the Columbia Farmers Market, Inc.

22. 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  
Parks and Recreation 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: Executive 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.

23. Designated Representatives

- a. City hereby designates the Director of its Parks and Recreation Department as its designated representative.
- b. CCUA hereby designates its Executive Director as its designated representative.

24. 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.

25. Authority. Each party hereby represents and warrants to the other that (i) it has been and is qualified to do business in the state in which the Demised Premises is located, (ii) it has the full right and authority to enter into this Agreement and has obtained any and all consents or approvals necessary or required for it to do



so, and (iii) all persons signing this Agreement on its behalf are authorized to do so by appropriate actions, and are so authorized to bind such party to the terms and conditions hereof. The City hereby represents and warrants that it is the sole owner of the Demised Premises.

26. **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.
27. **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.
28. **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.
29. **General Laws.** CCUA shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
30. **Recognition of Clary-Shy Community Park.** Unless waived by the City's Parks Director when referencing the Agriculture Park, CCUA agrees that it will include the name of the Clary-Shy Community Park in all advertising, flyers, poster, literature, film/video credits, news releases, printed programs, public broadcasts, promotion and publicity set out in a prominent location and type size.
31. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, CCUA shall indemnify and hold harmless the U.S. Treasury, Boone County, City of Columbia, their 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 or the use of the Welcome Center. This provision does not, however, require CCUA to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

32. **Accommodation.** CCUA understands and agrees that City owns and maintains the Clary-Shy Community Park as a public park and uses the site for other City governmental purposes as needed. CCUA agrees that the lease of space on this property is done as an accommodation to CCUA and is not an agreement by City to create a transferable business interest in City's property for the benefit of CCUA or to subordinate Columbia's use of the property to CCUA.
33. **Cooperation and Scheduling.** The Parties recognize that a successful partnership requires cooperation. The Parties shall cooperate, communicate and coordinate scheduling events and activities with each other.
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. **The Parties agree that additional grant funds, sponsorships, and restricted donations may be used for the development of the Project and/or other features of the Agriculture Park. The Parties shall comply with all conditions and requirements of the grant(s), sponsorship agreement(s), and restricted donation(s) that are used for the development and improvement of the Welcome Center and Clary-Shy Park (collectively "Special Funding Requirements").**
36. **Grant Funding.** The Parties acknowledges state and/or federal grant funds are being used for this Project. The Parties agree to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth in Attachment C attached hereto (collectively "Grant Requirements"). To the extent applicable or required in Attachment C, the Parties shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements. If applicable pursuant to the Agreement between Boone County and CCUA related to the use of ARPA funding, the following requirements apply.

- a. **Certification Regarding Debarment.** The Parties certify that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Each Party, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Each Party will accomplish this by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Agency Regarding Debarment above; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the U.S. Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered into the covered transaction, the U.S. Treasury may pursue any available remedies, including suspension and debarment of the non-compliant participant.
- b. **Certification Regarding Lobbying.** Each Party certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the party, 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.
  - ii. 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.
  - iii. 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.
- iv. 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.
- c. The Parties shall comply with the New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - d. The Parties shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
  - e. The Parties shall comply with State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act (if applicable) and state laws with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
  - f. 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, the Parties 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.

- g. The Parties agree to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- h. Federal Funding Accountability and Transparency Act of 2006. The Parties shall provide Boone County with all information requested by Boone County to enable Boone County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).
- i. Audit. The Parties must maintain an acceptable cost accounting system. The Parties agree to provide Boone County, the U.S. Treasury, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Parties which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Parties agree to maintain all books, records and reports required under this Agreement for a period of not less than five years after final payment is made and all pending matters are closed.
- j. Records, and Reports
  - i. The Parties shall provide all information needed for monitoring purposes by the City, Boone County, and the U.S. Treasury, including, but not limited to, information specifically mentioned in this Agreement as required by the City, Boone County, and the U.S. Treasury.
  - ii. The Parties agree to provide an annual financial audit and comply with all other uniform administrative requirements of the American Rescue Plan Act Program, as required by Boone County, Missouri with regard to the expenditure of Boone County ARPA funding.
  - iii. The Parties shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.
- k. Whistleblower. The Parties shall comply with the Whistleblower protections, provided in federal law and regulations.
- l. This project must meet requirements of the Uniform Relocation Act (URA) and its implementing regulations.

- m. The Parties agree to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. The Parties agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia.
- n. The Parties shall comply with the following federal funding requirements, including but not limited to 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;
  - vii. The Parties shall also take reasonable steps to provide, in languages other than English, information regarding programs subject to title VI.

- o. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Parties should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- p. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the parties should encourage their employees, and contractors to adopt and enforce policies that ban text messaging while driving, and the Parties should establish workplace safety policies to decrease accidents caused by distracted drivers.
- q. **The Parties agree to comply with generally applicable federal environmental laws and regulations, including Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, 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).**
- r. **Procurement Of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Agency and 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.
- s. **2 CFR Section 200.216 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.** The Parties shall not procure any equipment, services or systems that use any prohibited, covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system pursuant to Section 200.216, of Title 2, Subtitle A, Chapter II, Part 200, Subpart C.

- t. Never Contract with the Enemy. The Parties shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.
- u. Program Income. Per 2 CFR 200.307, the U.S. Treasury specified that recipients may add program income to the Federal award. Any program income generated from the use of the funds must be used for the purposes and under the conditions of the Federal award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1. The program income requirements of 2 CFR 200.307 do not apply if the Boone County's ARPA funding is under the revenue loss eligible use category.
- v. Section 200.322 Domestic Preferences For Procurements; and the Build America, Buy America Act. To the greatest extent consistent with law, the Parties shall provide a preference for the purchase, acquisition, or use of 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 200.322 and the Build America, Buy America Act must be included in all subcontracts and purchase orders for work or products under this award, as those terms are defined in Section 200.322 of Title 2, Subtitle A, Chapter II, Part 200 Subpart D, and in the Build America, Buy America Act.
- w. Recognition of Federal Funding. The Parties shall ensure recognition of the role of ARPA funds in providing services and funding through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Boone County, Missouri, by the U.S. Department of the Treasury."



37. **Electronic Signature.** 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.

38. **Required Provisions Deemed Inserted.** Each and every provision of law and clause required by law or the grant agreement to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

39. **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. CCUA 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. CCUA further covenants that in the performance of this Agreement no person having such interest shall be employed.

40. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

- a. Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
- b. Words importing the singular may include the plural and vice versa, as reasonably required by the context;
- c. References to any document include references to such document as amended, novated, supplemented, varied or replaced from time to time;
- d. References to a statute, regulation, federal notice or executive order means such statute, regulation, federal notice or executive order as amended from time to time;
- e. References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns; and

f. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

41. **Contract Documents.** This Agreement includes the following attachments, which are incorporated herein by reference:

<u>Attachment</u>	<u>Description</u>
A	Diagram of Demised Premises
B	CCUA's Donation and Project Funding Letter
C	Grant Agreement and Amendments

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

42. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties relative to the Project described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF COLUMBIA, MISSOURI**

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

De'Carlton Seewood, City Manager



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

ATTEST:

\_\_\_\_\_

Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Nancy Thompson, City Counselor/rw

**COLUMBIA CENTER FOR URBAN  
AGRICULTURE, INC.**

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

Billy Polansky, Executive Director

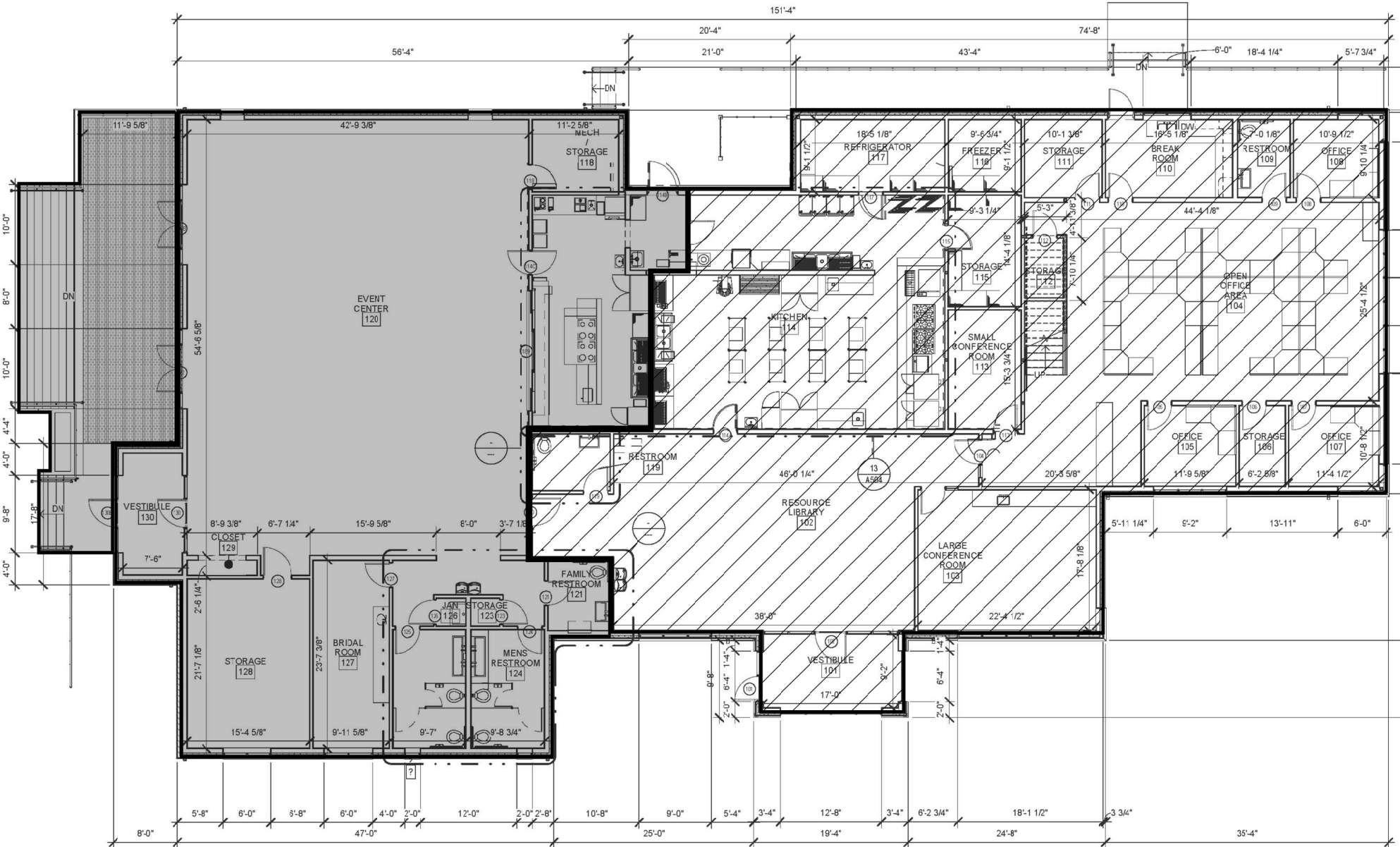
Date: 4/17/24

ATTEST:

By: Jessica Lehman



Name: Jessica Lehman

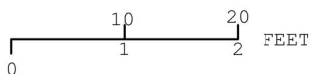
Title: Board President



# CLARY-SHY COMMUNITY PARK COMMUNITY WELCOME CENTER

## RESPONSIBILITY PLAN

-  CUA RESPONSIBILITY BOUNDARY
-  CITY RESPONSIBILITY BOUNDARY



## COLUMBIA CENTER FOR URBAN AGRICULTURE



January 5, 2024

Gabe Huffington  
City of Columbia  
Department of Parks and Recreation  
1 S Seventh Street  
Columbia MO 65201

Mr. Huffington,

I write this letter today on behalf of the Friends of the Farm partnership. Since November 2016, Columbia Center for Urban Agriculture, Columbia Farmers Market, and Sustainable Farms & Communities, together the Friends of the Farm partnership, have been fundraising to pay for capital expenses at a new Agriculture Park at Clary-Shy Community Park on Ash Street in Columbia, Missouri.

To date, the non-profit partners listed above have paid all expenses for design, architecture, engineering, marketing, and fundraising related to the Agriculture Park. Biddable construction documents for the park's Community Welcome Center are complete and we will gift these documents to the City. The total estimated value of the construction documents is \$315,842.

As of today, \$5,269,932 of funding is available to be spent on the Community Welcome Center. The architect's cost estimate (attached) is \$5,260,473. These sources include:

- \$3,519,932 in this project's account at Missouri Development Finance Board. These funds are presently available for the City of Columbia to draw from as outlined in your approved agreement with MDFB (Council Ordinance B339-19).
- \$1,500,000 in funding awarded to CCUA from Boone County's State and Local Fiscal Recovery Fund ARPA allocation.
- \$250,000 in funding from the Park Sales Tax.

Respectfully,

A handwritten signature in black ink, appearing to read 'Billy Polansky', is written over a white background.

Billy Polansky  
Executive Director

# Opinion of Probable Cost - Construction Documents

Project: **Clary-Shy Community Welcome Center**  
 Location: Columbia, MO

12/22/2023



*The following is an Opinion of Probable Cost based on the current design of the building and the level of finishes and components. Costs are based on available industry pricing information, knowledge of the market and historical experience. This opinion is not an exhaustive analysis of the building components but general in nature and reference.*

Project Square Footage 11,100

Description	Quantity	Units	Cost/Unit	Subtotal	Area Total
<b>Civil</b>					
Site Services	1	LS	\$18,000.00	\$18,000	
Grading & Excavation	2,066	SY	\$11.00	\$22,726	
Sidewalks	1	LS	\$22,000.00	\$22,000	
Parking paving	1	LS	\$210,000.00	\$210,000	
<b>Sub Total Civil</b>					<b>\$272,726</b>
<b>Building Envelope</b>					
Structure	11,000	SF	\$38.00	\$418,000	
Exterior walls	456	LF	\$280.00	\$127,680	
Fenestration/Doors	41	LS	\$2,200.00	\$90,200	
Roof - Equipment	11	SQ	\$450.00	\$4,950	
Roof - Standing seam	124	SQ	\$1,050.00	\$130,200	
<b>Sub Total Building Envelope</b>					<b>\$771,030</b>
<b>Event Center</b>					
Event Space	3,030	SF	\$350.00	\$1,060,500	
Bathrooms/Janitor	393	SF	\$250.00	\$98,250	
Storage	305	SF	\$75.00	\$22,875	
Storage/Bridal Dressing	210	SF	\$315.00	\$66,150	
West Vestibule	119	SF	\$130.00	\$15,470	
Closets	37	SF	\$75.00	\$2,775	
Exterior Trellis/Patio	309	SF	\$100.00	\$30,900	
<b>Sub Total Event Center</b>					<b>\$1,296,920</b>
<b>Resource/Entry</b>					
Resource Room	810	SF	265.00	\$214,650	
Conference Room	398	SF	280.00	\$111,440	
Bathrooms/Janitor	165	SF	250.00	\$41,250	
Vestibule	93	SF	130.00	\$12,090	
<b>Sub Total Resource/Entry</b>					<b>\$379,430</b>
<b>Kitchen</b>					
Kitchen	1,500	SF	\$200.00	\$300,000	
Walk-in Freezer	200	SF	\$100.00	\$20,000	
Dry Storage	161	SF	\$75.00	\$12,075	
Exterior Slab/Screen	213	SF	\$65.00	\$13,845	
<b>Sub Total Kitchen</b>					<b>\$345,920</b>
<b>CCUA Office</b>					
Offices/Conference	2,493	SF	\$270.00	\$673,110	
Breakroom	161	SF	\$325.00	\$52,325	
Storage	132	SF	\$75.00	\$9,900	
<b>Sub Total CCUA</b>					<b>\$735,335</b>
<b>MEP Systems</b>					
Building-wide systems	11,100	SF	40.00	\$444,000	
<b>Sub Total MEP Systems</b>					<b>\$444,000</b>
<b>Sprinkler system</b>					
Building-wide system	11,100	SF	6.00	\$66,600	
<b>Sub Total Sprinkler</b>					<b>\$66,600</b>
<b>Subtotal / SF</b>	<b>\$388.46</b>				
			<b>Building Subtotal</b>		<b>\$4,311,961</b>
			Owner's Contingency 5% (Bldg Area Base)		<b>\$215,598</b>
			GC's Gen'l Conditions (8%)		<b>\$344,957</b>
			GC's Overhead/Profit (8%)		<b>\$344,957</b>
			CG's Supervisor		<b>\$43,000</b>
			<b>Construction OPC</b>		<b>\$5,260,473</b>

## Opinion of Probable Cost - Construction Documents

Project: **Clary-Shy Community Welcome Center**  
Location: Columbia, MO

12/22/2023



### Assumptions:

- 1) Metal framing on concrete slab with full brick veneer exterior for Event Center, wainscot brick veneer/cement fiber siding for Resource/CCUA Offices, standing seam metal roof, Luxury Vinyl Tile in Event and Resource, carpet tile in CCUA office, sealed concrete for kitchen. Mechanical/Electrical/Plumbing systems are included.
- 2) Sprinkler system required for A-2 occupancy and Kitchen areas. SOA believes it is less expensive to sprinkle the entire building than to build 2-hour fire separation walls between A-2 and B occupancies

### OPC does not include:

Geotechnical Soils Report  
Professional Design Cost  
Furniture, Furnishings and Equipment (Kitchen equipment, Break Room Appliances, office equipment)  
Building signage  
Building permit  
Landscaping

114-2024

Commission Order # \_\_\_\_\_



## AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000734

Community Welcome Center

**THIS AGREEMENT** dated the 5th day of March, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Columbia Center for Urban Agriculture (herein "Agency")**, with an effective date of the County's execution of this Agreement.

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

**WHEREAS**, County desires to assist Agency with Assistance to Impacted Nonprofits; and

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.



3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
  - i. Complete the work set out in the attached Scope of Work.
  - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
  - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
  - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
  - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
  - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
  - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency 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. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency 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. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to [boonecountyarpa@boonecountymo.org](mailto:boonecountyarpa@boonecountymo.org)
- b. Any written notice or communication to **Agency** shall be emailed to [billyp@columbiaurbanag.org](mailto:billyp@columbiaurbanag.org) and/or mailed or delivered to: Columbia Center for Urban Agriculture, PO Box 1742, Columbia, MO 65205.

[This space is intentionally blank. Signatures appear on following page.]

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**Agency**

By: Columbia Center for Urban Agriculture

DocuSigned by:  
*Billy Polansky*  
5E48EFB09E8B474...

**Boone County, Missouri**

By: Boone County Commission

DocuSigned by:  
*Kip Kendrick*  
57400BED98434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

DocuSigned by:  
*G. Dykhouse*  
7D71DEAEB9D74DD...

Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
*Brianna L. Lennon*  
D267E242BF894BC...

Brianna L. Lennon, County Clerk

CJ

**BOONE COUNTY AUDITOR CERTIFICATION:** In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
*Kyle Rieman*  
8C24BD84EE7A483...

2/13/2024

2983-84200 / \$1,500,000

Signature

Date

Appropriation Account

**CONTRACT ATTACHMENTS**

1. Scope of Work
2. Boone County Required ARPA Clauses
3. ARPA Funding Certification

## **Scope of Work**

### **Boone County ARPA**

Grantee Name: Columbia Center for Urban Agriculture

Scope of Work: The \$1,500,000 in ARPA funds will be used to replace lost revenue due to the negative financial impact of COVID-19 pandemic. The funds will go to support the construction and operation of the Community Welcome Center which will contain a commercial kitchen, event space, a resource library, and office space to support the ongoing and new programs of the nonprofit. Some programs that will be supported include meal distribution and produce gardening for hunger relief, educational programs for children related to health, food, and nature, backyard gardens for low-income families, and other programs related to job and skills training, and wrap around services to combat housing and food insecurity.

## BOONE COUNTY REQUIRED ARPA CONTRACT CLAUSES APPENDIX:

### E-Verify

#### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when the County contracts for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an **Individual/Proprietorship**, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )

)ss

State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_(Bidder). This business is enrolled and participates in a federal work  
authorization program for all employees working in connection with services provided to the  
County. This business does not knowingly employ any person that is an unauthorized alien in  
connection with the services being provided. Documentation of participation in a federal work  
authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in  
writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter  
be in violation and submit a sworn affidavit under penalty of perjury that all employees are  
lawfully present in the United States.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding*  
that you completed when enrolling to confirm proof of enrollment.**



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

*Choose one of the three following options as it applies:*

**Option**

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.
  
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**

**(Only Required for Certification of Individual Bidder (Option #2)**

*See Previous Page*

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Debarment Certification

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

### **Contractor Agency Indemnity:**

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

## **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it 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.

**BOONE COUNTY, MISSOURI**  
**ARPA FUNDING CERTIFICATION**

Awardee organization, Columbia Center for Urban Agriculture, a recipient of ARPA funding from Boone County, Missouri, hereby certifies as follows:

1. All expenditures made with the provided funding were used to perform activities deemed allowable under federal guidance and approved herein.
2. All expenditures adhere to applicable, official federal guidance on what constitutes an authorized expenditure for purposes of ARPA funds.
3. Awardee has not documented any expenditures under this Agreement for which Awardee received any other funding for the same expense.
4. Awardee shall return to Boone County any expenditure that is later found to not adhere to applicable federal restrictions.
5. Awardee will certify the amount of the federal funds expended during each calendar year the project was in effect.
6. The person signing the final certification has authority to do so on behalf of and for Awardee.

I certify under the penalties of perjury set forth in RSMo Sec. 575.040 that I have read the above certification and my statements contained therein are true and correct to the best of my knowledge.

By:

\_\_\_\_\_

Printed Name & Title:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Bid)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Polansky, Executive Director

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Name and Title of Authorized Representative



Signature

1/29/2024

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Date