AMENDMENT
to the
SOCIAL SERVICES PROVIDER AGREEMENT

This Amendment to the Social Services Provider Agreement between the **CITY OF COLUMBIA** ("CITY"), and **Columbia Interfaith Resource Center**, ("Provider") is made as of the date of the last signatory noted below.

RECITALS

A. WHEREAS, on 12/21/2021, CITY and Provider entered into a Social Services Provider Agreement ("Agreement") for emergency overnight shelter services; and
B. WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows.

1. The following Section 23 is hereby added to the Agreement:
"23. License to use City's Building at 1509 Ashley Street. Subject to the following terms and conditions, City hereby grants Provider a license to use the City owned building located at 1509 Ashley Street, Columbia, Missouri (hereinafter "Premises"), to provide the services set forth herein.
    a. Duration of Provider's Use of the Building; License Term. Unless the license is revoked by the City or extended by the City Manager, City hereby grants Provider a license to use the Premises according to the following schedule:
    November 28, 2022 through April 2, 2023; and
    November 1, 2023 through December 31, 2023.
    b. Provider's Responsibilities. Provider shall regularly clean the interior of the Premises and shall maintain the Premises in good order, condition and repair in a manner consistent with the operation of comparable facilities. Provider shall secure the Premises when not in use and shall be responsible for the security of the Premises during the license term.
    c. City's Responsibilities. City shall maintain the exterior of the property and all major interior systems, such as heating and cooling.
    d. Utilities. City, at City's sole cost, shall provide electric, water, trash and stormwater for the premises.

e. Cleaning Supplies. City shall provide cleaning supplies.
f. Snow removal. City shall be responsible for snow removal.
g. Hazardous Materials. No Hazardous Materials shall be used, kept, treated, stored, sold, released, discharged or disposed of from, on, about, under or into the Premises except in compliance with Applicable Laws and as approved by City in writing. If any Hazardous Materials Occurrence caused by Provider results in any contamination of the Premises or City Property or neighboring property, Provider shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result on the Hazardous Materials Occurrence. Except in the cases of emergency, City's written approval of such actions shall first be obtained.
h. City's Access to the Premises. City has the right, at reasonable times and (except in the case of emergency) following advance notice to Provider, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of the Agreement and or the City Property as determined by the City and to close the Premises when immediate danger to life or property is discovered. This Agreement does not vest in Provider any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the City. Provider's use of the Premises is a license, and may be revoked at any time by the City in the City's sole discretion.
i. "As Is" Condition of the Premises. Provider accepts the Premises in the existing "as is" condition and acknowledges that Provider does not rely on, and City does not make, any express or implied representations or warranties as to any matters, including but not limited to, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the programmatic feasibility of Provider's use and occupancy of the Premises, or the presence of any hazardous materials on or in the vicinity of the Premises. Provider represents that Provider has exercised due diligence and made a thorough, independent examination of the Premises and all matters relevant to the Provider's decision to use the Premises, and Provider is thoroughly familiar with all aspects of the Premises and is satisfied that the Premises are in an acceptable condition and meets the Provider's needs.
j. Authorized Uses. Provider may use the Premises for providing emergency sheltering and related services to homeless persons located within the city limits of Columbia, Missouri according to the approved schedule.
k. Forbidden Uses. In no event shall the Premises be used for any purpose that is not permissible, or even if so permissible, that may be dangerous to

life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health and welfare of the City Property resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

l. Signage. Provider shall not post signs on the Premises of any nature without City's prior written approval.

m. Permits and Approvals. Provider shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Agreement.

n. Alterations. Provider shall not make alterations of any nature to the Premises without the written permission of the City.

o. Surrender and Holding Over. Upon the termination or revocation of the License, Provider shall peaceably surrender and vacate the Premises, remove Provider's personal property, and return the premises, including all furniture, fixtures and equipment, to as good an order and condition that existed on the Commencement Date. For these purposes, the Parties shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by Provider to City for City's furniture, fixtures, and equipment, or elements of the Premises shown to be lost, damaged, or destroyed. Any such furniture, fixtures or equipment or other elements of the Premises shall either be replaced or returned to the condition required under this Section by Provider, ordinary wear and tear excepted, or at the election of City, reimbursement made therefore by Provider at the then current market value thereof. This License shall end upon the Expiration Date or Termination Date and any holding over by Provider or the acceptance by City of any form of payment or other charges after such date shall not constitute a renewal of this Agreement or give Provider any rights under this Agreement or in or to the Premises.

p. Insurance. Provider shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Provider is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Provider under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

    i. Workers' Compensation & Employers Liability. Provider shall either obtain the City's Risk Manager's approval of the Provider's Workers' Compensation waiver or maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers

Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

ii. Commercial General Liability. Provider shall maintain Commercial General Liability coverage at a limit of $1,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

iii. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Premises to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Provider and City. Provider is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. The insurance required by the provisions of this section is required in the public interest and City does not assume any liability for acts of Provider and/or Provider's employees and/or Provider's subcontractors in the performance of this Agreement."

2. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement, on 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

Columbia Interfaith Resource Center

By: Deborah Craver
Name: Board President
Title: _____
11/14/22
Date

ATTEST:

By: Dale E. Petsch
Vice President
Name and Title