COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT AWARD AGREEMENT CDBG 16-06

This Award Agreement is entered into by MISSOULA FOOD BANK (grant recipient), a Montana non-profit corporation, and the City of Missoula, Montana, (the City).

RECITALS

- A. The Community Development Block Grant (CDBG) program was created in 1974 and is administered by the Federal Government through the U.S. Department of Housing and Urban Development (HUD). The objective of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income individuals.
- B. The City of Missoula is an Entitlement City in the CDBG Program, and has received an allocation of CDBG funds to be administered by the City in furtherance of the CDBG Program Objectives.
- C. The City of Missoula utilizes a competitive grant application process to determine how to allocate and spend the CDBG funds awarded to the City.
- D. MISSOULA FOOD BANK has submitted an application for CDBG funds. This application has been fully reviewed and approved by the Missoula City Council in compliance with public open-meeting requirements.

Now therefore, based on the Recitals above, MISSOULA FOOD BANK and the City agree to the following terms:

1. PURPOSE

The purpose of this Award Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The terms, obligations and requirements that MISSOULA FOOD BANK needs to perform in exchange for this award of funding are set forth in this Award Agreement, and upon execution of this Award Agreement, are binding on all parties.

2. APPLICATION INCORPORATED BY REFERENCE

MISSOULA FOOD BANK's application for CDBG assistance is incorporated into this Award Agreement by this reference and the representations made in the application are

binding upon MISSOULA FOOD BANK. If MISSOULA FOOD BANK undertakes activities not represented in the application this Award Agreement may be subject to termination pursuant to the terms of Section 23 of this Award Agreement.

3. ACCEPTANCE OF CDBG PROGRAM REQUIREMENTS

MISSOULA FOOD BANK will comply with all applicable parts of Title I of the Housing and Community Development Act of 1974, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 570, as now in effect or as they may be amended during the term of this Award Agreement; all requirements established by the City; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

MISSOULA FOOD BANK agrees that all contracts entered into by it for the completion of the activities set forth in their application and summarized in Section 6 of this Award Agreement will contain special provisions requiring contractors to comply with all applicable state and federal requirements.

MISSOULA FOOD BANK expressly agrees to repay to the City any funds advanced to MISSOULA FOOD BANK under this Award Agreement which MISSOULA FOOD BANK, its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Award Agreement expends in violation of the terms of this Award Agreement or the federal statutes and regulations governing the CDBG Program.

4. ADMINISTRATION

The City of Missoula (the City) shall administer this grant. Any reference to the City indicates an administrative function to be performed by City staff members.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

Contingent on the completion of all items in Section 8 (below), this Award Agreement shall take effect upon execution by all the parties, or July 1, 2016, whichever occurs later. MISSOULA FOOD BANK may be able to receive reimbursement for costs expended in furtherance of the approved list of activities contained in MISSOULA FOOD BANK's application for costs incurred between July 1 and the date of execution of this Award Agreement. Reimbursement for already expended costs is purely a discretionary decision to be made by the City staff members, and shall be evaluated on a case-by-case basis. If reimbursement is allowed, reimbursement for already expended costs is limited to only those costs allowed by 24 CFR 200(h).

6. SCOPE OF ACTIVITIES

The allocation of CDBG funds awarded to MISSOULA FOOD BANK by the City must be utilized to achieve and/or perform the identified list of activities set forth in

MISSOULA FOOD BANK's application for CDBG grant assistance. By accepting the award of CDBG funds, MISSOULA FOOD BANK agrees to perform all activities identified in its CDBG application. The major components of the approved project include, but are not limited to:

- THE MISSOULA FOOD BANK will deliver 4,920 supplies of grocery staples (4,560 using USDA commodities food and 360 using MFB food) to the doorsteps of low-income, homebound seniors.
- The MISSOULA FOOD BANK will support the emotional and physical wellness of 410 of Missoula's most vulnerable seniors by providing wellness checks and coordinating follow-up and appropriate actions, as necessary.
- The MISSOULA FOOD BANK will facilitate access to sustainable financial resources, such as Supplemental Nutrition Assistance Program (SNAP) and Low Income Energy Assistance Program (LIEAP) for 410 of Missoula's highest-need seniors
- MISSOULA FOOD BANK will make requests for payment based on timely completion of the tasks included in this scope of work.
- MISSOULA FOOD BANK will provide information and documentation to the City
 of Missoula on prescribed forms and this documentation shall include information
 regarding family size, ethnicity, type, and income information for all program
 participants.

7. AMOUNT OF AWARD AND BUDGET

- (a) The total amount of CDBG funds awarded to MISSOULA FOOD BANK by the City will not exceed \$10,800.00. The City will have no obligation to pay for any project activities that exceed this award amount.
- (b) A copy of the project budget is included as Attachment B to this Award Agreement, and by this reference is made a part of this Award Agreement and binding upon MISSOULA FOOD BANK.
- (c) Budget adjustment requests must be approved in advance by the City. For adjustments between line items of the CDBG portion of Attachment B, in an amount not to exceed \$1,000, the City's approval of the Request for Payment form submitted by MISSOULA FOOD BANK will constitute approval of the requested budget adjustment. Budget adjustment requests in excess of \$1,000 must be submitted to the City in writing and are subject to an approval review process by the City.

8. SPECIAL PROJECT START UP CONDITIONS

MISSOULA FOOD BANK will not obligate or utilize funds for any activities provided

for by this Award Agreement until:

- (a) The approval of the Program Year 2016 Action Plan by the U.S. Department of Housing and Urban Development.
- (b) The City completes an Environmental Review Record, and
- (c) The City issues a Notice of Release of Funds.

9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- (a) The City will pay to MISSOULA FOOD BANK funds available under this Award Agreement upon approval by the City of MISSOULA FOOD BANK's Request for Payment. The City will reimburse MISSOULA FOOD BANK for approved, eligible and necessary expenses according to the documentation submitted by MISSOULA FOOD BANK to support the expenditures. The City will not reimburse MISSOULA FOOD BANK for any expenses not included in the approved budget or not clearly and accurately supported by MISSOULA FOOD BANK's records. Any awarded funds not expended by MISSOULA FOOD BANK within 24 months of the date of execution of this Award Agreement will revert to the City and will be used to finance other CDBG projects.
- (b) The reimbursement of eligible costs incurred is contingent upon MISSOULA FOOD BANK's completion of Section 8. SPECIAL PROJECT START-UP CONDITIONS. In the event MISSOULA FOOD BANK is unable to comply with the terms and the conditions of this Award Agreement, any costs incurred will be MISSOULA FOOD BANK's sole responsibility.
- (c) If the actual total cost of completing the project is less than has been projected by MISSOULA FOOD BANK in the budget (Attachment B), the City may, at its discretion, reduce the amount to be provided to MISSOULA FOOD BANK under this Award Agreement in proportion to the overall savings.
- (d) If the City determines that MISSOULA FOOD BANK has failed to satisfactorily carry out its responsibilities under this Award Agreement, the City may revoke MISSOULA FOOD BANK's authority to draw against the awarded funds described in this Award Agreement until the City and MISSOULA FOOD BANK agree on a plan to remedy the deficiency.
- (e) The City reserves the right to withdraw a commitment for any CDBG funds which remain unobligated 24 months after the date of execution of this Award Agreement.

10. NOTICE

All notices, demands, and consents provided for in this Award Agreement must be given in writing and shall be sent by U.S. Mail or hand-delivered to the following:

The City's contact for all administrative and technical matters concerning this Award Agreement is:

Sindie Kennedy, Grants Administrator (of Successor) Department of Grants and Community Programs 223 W. Alder Missoula, MT 59802 (406) 258-3688

MISSOULA FOOD BANK's contact for all administrative and technical matters Concerning this Award Agreement is:

Jessica Allred, Director of Development and Advocacy MISSOULA FOOD BANK 219 South 3rd Street West Missoula, MT 59801 (406) 549-0543

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor pursuant to this Award Agreement are to be the property of MISSOULA FOOD BANK and the City which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Award Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

12. ACCESS TO RECORDS AND PROJECT MONITORING

- (a) MISSOULA FOOD BANK will maintain adequate and reasonable records of its performance under this Award Agreement and will allow access to these records at any time during normal business hours by the City, the U.S. Department of Housing and Urban Development and the Comptroller General. These records will be kept in MISSOULA FOOD BANK's offices in Missoula, Montana.
- (b) The City may monitor and inspect all phases and aspects of MISSOULA FOOD BANK's performance to determine compliance with the Scope of Activities, and other technical and administrative requirements, including the adequacy of MISSOULA FOOD BANK's records and accounts. The City will advise MISSOULA FOOD BANK of any specific areas of concern and provide MISSOULA FOOD BANK opportunity to propose corrective actions acceptable to the City.

13. PROJECT PROGRESS REPORTING

- (a) During the term of this Award Agreement, MISSOULA FOOD BANK will submit a Project Progress Report to the City during each quarter for the periods ending September, December March, and June. This report must describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that are being requested (Attachment A).
- (b) MISSOULA FOOD BANK will submit the Project Progress Report to the City within 10 days of the close of each quarter. The City will not honor claims for payment until the required quarterly report has been submitted to and approved by the City. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.

14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

15. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmative action to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political beliefs, public assistance status or sexual preference. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job

necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is the policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities. The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

16. AVOIDANCE OF CONFLICT OF INTEREST

MISSOULA FOOD BANK will comply with the provisions of the applicable HUD regulations of 24 CFR 570.611; and with sections 2-2-125, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

17. MODIFICATION OF AWARD AGREEMENT

This Award Agreement, together with all referenced and incorporated attachments, contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Award Agreement, are valid or binding. This Award Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Award Agreement. MISSOULA FOOD BANK accepts responsibility for the adherence to the terms of this Award Agreement by subcontractor or subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Award Agreement.

18. CONSTRUCTION AND VENUE

This Award Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning the Award Agreement, venue shall be in the District Court of the Fourth Judicial District in and for the County of Missoula, State

of Montana.

19. INDEMNIFICATION

- (a) MISSOULA FOOD BANK waives any and all claims and recourse against the City and its officers, employees and agents including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to MISSOULA FOOD BANK's or any subrecipient's performance under this Service Agreement.
- (b) MISSOULA FOOD BANK agrees to indemnify, hold harmless, protect, defend and save the City, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, against any and all claims, demands, damages, costs, liability, expenses, including reasonable attorneys' fees, or causes of action of any kind or character, including the cost of defense arising out of the performance or omissions of performance or in any way resulting from the acts or omissions of MISSOULA FOOD BANK and/or its agents, employees, representatives, assigns, subrecipients, and/or subcontractors under this Agreement.

20. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

- (a) Workers' Compensation: MISSOULA FOOD BANK must, at their own expense, obtain and keep in force any required workers' compensation insurance. The City of Missoula is not the workers' compensation insurer of MISSOULA FOOD BANK's employees. MISSOULA FOOD BANK must have current workers' compensation insurance in place for its employees. The City of Missoula shall have no liability with respect to any and all actions of MISSOULA FOOD BANK's employees, officers or agents. MISSOULA FOOD BANK shall provide the City with a certificate of insurance evidencing MISSOULA FOOD BANK's workers' compensation insurance coverage.
- (b) Liability Insurance: MISSOULA FOOD BANK must, at their own expense, obtain and keep in force general commercial liability insurance to provide insurance against liability for loss, damage, or injury to property or persons that might arise out MISSOULA FOOD BANK's activities. The City of Missoula shall have no liability with respect to any and all actions of MISSOULA FOOD BANK officers, employees or agents. MISSOULA FOOD BANK shall provide the City with a certificate of insurance evidencing liability insurance.

21. AWARD AGREEMENT AMENDMENT

(a) MISSOULA FOOD BANK may request that this Award Agreement be amended. However, the City will allow an amendment only if MISSOULA FOOD BANK clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the

project's original ranking. If warranted, the City will analyze the impact of the proposed modification on the scores assigned MISSOULA FOOD BANK's application in the original grant competition.

- (b) The City will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- (c) If the City determines that the proposed amendment represents a substantial change in the project activities proposed in the original application for CDBG funds, the City will hold a local public hearing on the amendment with reasonable notice.
- (d) No amendment to the Award Agreement will occur unless the amendment is set forth in writing and signed by the City and MISSOULA FOOD BANK.

22. PROPERTY MANAGEMENT

Title to real property or equipment acquired under a grant or subgrant will vest upon acquisition in MISSOULA FOOD BANK or subgrantee. MISSOULA FOOD BANK or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 24 CFR Part 85, Subpart C and 24 CFR Part 570, Subpart J.

23. TERMINATION OF AWARD AGREEMENT

This Award Agreement may be terminated as follows:

- (a) Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund MISSOULA FOOD BANK's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Award Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate MISSOULA FOOD BANK for eligible work elements MISSOULA FOOD BANK has completed and for actual, necessary and eligible expenses incurred by MISSOULA FOOD BANK as of the revised termination date. The City will give MISSOULA FOOD BANK written notice of the effective date of the modification or termination of this Award Agreement and, if a reduction in funding is required, will provide MISSOULA FOOD BANK with a modified project budget.
- (b) Termination Due to Noncompliance with Award Agreement Terms. If the City determines that MISSOULA FOOD BANK has failed to comply with the general terms and conditions of this Award Agreement, the project schedule (Attachment A), or any special conditions, and if upon notification of the defect MISSOULA FOOD BANK does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Award Agreement in whole or in part at any

time before the date of completion. The City will promptly notify MISSOULA FOOD BANK in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.

- (c) Termination Due to Adverse Environmental Impact. This Award Agreement will terminate at the conclusion of the environmental review process if MISSOULA FOOD BANK or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- (d) Effect of Termination. In the event of termination due to MISSOULA FOOD BANK's failure to comply with the terms of this Award Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of MISSOULA FOOD BANK. However, at its discretion, the City may approve requests by MISSOULA FOOD BANK for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of MISSOULA FOOD BANK to comply with the terms of this Award Agreement and on whether any failure to comply with the terms of this Award Agreement was the result of circumstances beyond MISSOULA FOOD BANK's control.

24. WAIVER

The waiver of any of the terms and conditions of this Award Agreement on any occasion or occasions is not to be deemed as waiver of those terms and conditions on any future occasion.

25. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Award Agreement is for any reason held to be invalid, illegal, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Award Agreement.

26. ATTORNEY'S FEES

In the event of a breach of the terms of this Award Agreement, the prevailing party shall be entitled to attorney's fees incurred in the enforcement of the terms of this Award Agreement.

27. SUCCESSORS AND ASSIGNS.

This Award Agreement inures to the benefit of and constitutes a binding obligation on MISSOULA FOOD BANK and their respective successors and assigns. MISSOULA FOOD BANK may not assign this Award Agreement or any of its duties hereunder without the prior written consent of the City.

28. OPEN MEETINGS

All meetings of MISSOULA FOOD BANK's Board of Directors will be open to the public as per the applicable Montana Code Annotated provisions in 2-3-203, MCA.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Award Agreement.

CITY OF MISSOULA:	Boni Braunbeck, President Board of Directors		
John Engen, Mayor			
Date:	Date:		
ATTEST:			
Martha L. Rehbein, CMC City Clerk	-		
STATE OF MONTANA) County of Missoula)			
	onally appeared, Boni Braunbeck, Board President, Missoula Food to me that he executed the written instrument on behalf of said		
(NOTARY SEAL)	PRINTED NAME: Notary Public for the State of Montana Residing at My Commission expires		

ATTACHMENT A PROJECT SCHEDULE

Cools	Managementa Objectives	Timeline	Staff
Goals	Measurable Objectives	Timeline	Stan
Missoula Food Bank (MFB) will support the nutritional needs of 410 of Missoula's most vulnerable seniors.	MFB will deliver 4,920 supplies of grocery staples to the doorsteps of low-income, homebound seniors	July 16 - June 17	J. Lee / K. Hess
	MFB will supplement 4,920 grocery deliveries with fresh fruits, vegetables and Ensure nutrition drinks, increasing access to nutrient-rich foods that provide high-quality nutritional support, especially for those with diet-related illnesses like diabetes, hypertension and other cardiovascular diseases	July 16 - June 17	J. Lee / K. Hess
MFB will support the emotional and physical wellness needs of 410 of Missoula's most vulnerable seniors	40 trained volunteers will provide monthly wellness checks for 410 vulnerable, low-income seniors.	July 16 - June 17	J. Lee / K. Hess
	40 trained volunteers will document and report observed concerns to the ROOTS program coordinator for follow-up and appropriate action.	July 16 - June 17	J. Lee / K. Hess
MFB will facilitate access to sustainable financial resources for 410 of Missoula's highest-need seniors.	All seniors who are enrolled in the ROOTS program and are eligible for the SNAP program will be enrolled. 25 trained volunteers will provide 410 in-home visits to assist seniors with the application process, and follow-up assistance will be provided to 410 seniors to assist with biennial recertification. Seniors who enroll in the SNAP program will experience increased access to food.	October 16 - April 17	J. Allred
	All seniors who are enrolled in the ROOTS program and are eligible for the LIEAP program will be enrolled. Seniors who enroll in the LIEAP program will spend fewer dollars on heating during the coldest months of the year and will retain more income for other needs.	October 16 - April 17	J. Allred

ATTACHMENT B PROJECT BUDGET

Part IV: Project Budget								
Revenue Sources	Source: CDBG	Source: Wallace Foundation	Source:	Source:	Total Project Cost:			
	\$10,800.00	\$15,429.00	\$	\$	\$30,8 <i>57</i> .00			
Is this source confirmed and committed to the project?	☐ Yes ☐ No	⊠ Yes □ No	Yes No	☐ Yes ☐ No	☐ Yes ☐ No			
Project Costs (include only direct costs for delivering this service or accomplishing this project)								
Salaries & Wages	0.00	9,513.00			9,513.00			
Employee Benefits								
Contracted Services								
Insurance, Legal & Financial Services								
Direct Client Assistance (include detailed costs of goods/services in narrative)	10,800.00	10,544.00			21,344.00			
Travel / Training								
Office Expenses (include detail for rent, utilities, postage, printing, supplies, etc. in narrative)								
Construction Costs (complete and attach separate construction budget; place totals here- do not duplicate line items)								
Subtotal: Project Costs	10,800.00	20,057.00			30,857.00			
Other Costs (include other costs needed to implement this service or project)								
List here and describe in								
narranve								
Subtotal: Other Costs								
Grand Total:	10,800.00	20,057.00			30,857.00			
Provide a detailed budget narrative below:								
Salaries and Wage: .25 time Purchasing and Warehouse Manager wages. The staff member in this position orders all food necessary for the ROOTS program, manages inventory, and manages assembly and delivery of all 410 food parcels monthly.								
Direct Client Assistance: Food purchased for this program includes fresh fruits and vegetables monthly, as well as Ensure nutrition supplement drinks. These food items help to supplement the commodities foods received by clients, and provide specific nutritional benefits to this at-risk population.								