701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 12-15

Department Source: Community Development - CDBG/Home

To: City Council

From: City Manager & Staff Council Meeting Date: 1/5/2015

Re: Public hearing to consider an amendment to the FY2014 Annual Action Plan, approval of FY 2014 CDBG and HOME funding agreements, and approval of amendments to CDBG funding

agreements.

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

The U.S. Department of Housing and Urban Development's (HUD) Citizen Participation rules require jurisdictions to consider any comments or views of citizens at a public hearing prior to submitting an amendment to the Annual Action Plan. The proposed resolution amends the FY 2014 Annual Action Plan in order to reallocate funds from projects no longer moving forward and allocates FY 2014 Community Housing Development Organization (CHDO) funding.

Discussion

The Annual Action Plan provides an update on the actions the City will take to meet the priority needs, goals and objectives of the 2010-2014 Consolidated Plan during FY 2014. The City Council approved the FY 2014 Annual Action Plan in October of 2013. An amendment allocating FY 2013 Community Housing Development (CHDO) funding was approved by Council on February 17, 2014, an amendment reallocating HOME and Community Development Block Grant (CDBG) funding was approved on May 5, 2014, and an additional amendment was approved on October 6, 2014 reallocating funding from the Rainbow House facility purchase.

The proposed amendment reallocates CDBG funding originally identified for the Columbia Housing Authority's McQuitty Square affordable housing project and REDI's IT Training Program. The amendment also includes allocation of 2014 Community Housing Development (CHDO) funding and approval of FY 2014 CDBG and HOME funding agreements.

The FY 2014 Annual Action Plan initially included \$190,000 in CDBG funding for infrastructure costs included with the Columbia Housing Authority's (CHA) McQUitty Square affordable housing project. The CDBG funding was to primarily used for costs associated with construction of a new road connecting Garth Avenue and Lynn Street. The McQuitty Square proposal originally consisted of constructing 6 single family structures and 6 multi-family structures with a total development cost estimated to be \$3,413,010. The proposal stated that funds would assist in leveraging additional Low-Income Housing Tax Credit (LIHTC) financing through the Missouri Housing Development

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Commission (MHDC) and financing from the Federal Home Loan Bank. The CHA did not acquire the additional financing necessary to complete the project as proposed, due to the need to address higher priority projects such as, the Veterans Campus and renovation of public housing through the Rental Assistance Demonstration (RAD) program.

HUD guidelines require the City to have no more than 1.5 times its annual allocation of CDBG funding on hand each November. CHA's CDBG award of \$190,000 makes up approximately 24% of the City's annual CDBG allocation. Reallocating this funding increases the likelihood of maintaining compliance with HUD expenditure thresholds. City staff met with CHA staff and both agreed that reallocation of CDBG funding was the best course of action, as did the Community Development Commission (CDC). CHA may re-apply for CDBG or HOME funding for the McQuitty Square Project at a later date.

REDI's IT Training Program was completed this past summer and expenditures were lower than expected. \$32,500 was allocated for the project, and a balance of \$22,480 remains. There were eight program participants that completed REDI's IT Training program. No additional classes are currently scheduled and reallocation of these funds will ensure the City is meeting its CDBG timeliness expenditure threshold established by HUD.

Staff provided recommendations for reallocation of CDBG funding at the November 12, 2014 Community Development Commission (CDC) meeting. The recommended reallocations were for projects currently moving forward, in order ensure timely expenditure of funds. The CDC made a minor change to staff recommendations and included funding for Welcome Home's Veteran Campus. Staff supports the CDC's CDBG funding reallocation recommendations, which are as follows:

\$131,327 Garth Sidewalk Project \$38,673 Services for Independent Living (SIL) Ramp Program \$20,00 Welcome Home Veterans Campus \$5,000 Job Point Vocational Training \$10,000 Phoenix Programs \$7,480 Reality House \$212,480 Total

HUD guidelines require the City set-aside 15% of its annual HOME funding for Community Housing Development Organization (CHDO) funding. CHDOs are non-profit housing development organizations that meet specific requirements established by HUD guidelines. Some of the key requirements are as follows:

- -Non-profit housing development organization.
- -Organization mission includes the provision of affordable housing.
- -Staff capacity with professional housing development experience.
- -No more than ⅓ board representation by public officials and no less than ⅓ representation from low-moderate income individuals or low-moderate income neighborhood representatives.

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The City released a CHDO Request for Proposals (RFP) on October 1, 2014, which included donation of the 106 Lynn lot and \$68,809 for the construction of an affordable housing unit on the lot. 106 Lynn was purchased with Neighborhood Stabilization Program (NSP) funds on September 5, 2014. The CHDO RFP consisted of constructing a three bedroom two bathroom affordable home on the 106 Lynn lot with energy efficiency features beyond current code requirements, as well as universal design features. The City received two eligible CHDO proposals from Show-Me Central Habitat for Humanity and Job Point (COMO CHDO). Both proposals were high quality and met requirements set forth in the RFP. The CDC recommended funding the proposal from Job Point (COMO CHDO), due to its utilization of low-income at-risk youth during construction. Staff supports the CDC's recommendation.

The attached resolution also includes approval of funding agreements from reallocation of FY2014 CDBG funding and allocation of FY 2014 CHDO funding. Approval of each agreement will allow organizations to proceed with projects identified under the amended FY 2014 annual action plan. Boone County Council on Aging (BCCA) will be merging with Services for Independent Living (SIL) in calendar year 2015. SIL's agreement includes reallocation of BCCA's remaining balance in 2013 CDBG funds (\$23,341.28) and BCCA's remaining balance in 2014 CDBG funds (\$16,000). These additional funding amounts as well as the \$38,673 reallocated from the McQuitty Square project are included within SIL's new total CDBG funding amount for FY 2014.

Fiscal Impact

Short-Term Impact: None. Reallocates funding already received.

Long-Term Impact: Maintains compliance with HUD expenditure requirements and ensures the City will not have to repay unspent CDBG or HOME funds.

Vision, Strategic & Comprehensive Plan Impact

<u>Vision Impact:</u> Economic Development, Health, Social Services and Affordable Housing <u>Strategic Plan Impact:</u> Economic Development, Financial Health, Health, Safety and Wellbeing, Infrastructure, Workforce

<u>Comprehensive Plan Impact:</u> Infrastructure, Mobility, Connectivity, and Accessibility, Economic Development, Livable & Sustainable Communities

Suggested Council Action

Approve the resolution to amend the FY 2014 Annual Action Plan, approval of FY 2014 CDBG and HOME agreements, and approval of amendments to CDBG funding agreements.

Legislative History

To date the City Council has taken the following action on the 2014 Annual Action Plan:

October 21, 2013: FY 2014 Annual Action Plan Approved for submission to HUD.

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February 17, 2014: FY 2014 Annual Action Plan amended to include CHDO funding allocations. May 5, 2014: FY 2014 Annual Action Plan amended to reallocate \$175,250 in HOME funds and \$19,828.09 in CDBG funds.

October 5, 2014: FY 2014 Annual Action Plan amended to reallocation \$170,000 in CDBG funds

originally allocated for Rainbow House's facility purchase.

Department Approved

City Manager Approved

A RESOLUTION

reserving funding and designating Columbia Missouri Community Housing Development Organization as a Community Housing Development Organization (CHDO); approving an amendment to the FY 2014 Annual Action Plan for CDBG and HOME funds; authorizing the City Manager to submit the amendment to the Department of Housing and Urban Development; authorizing the City Manager to file a Finding of No Significant Impact and a Request for Release of Funds for 2014 CHDO funding; authorizing CDBG and HOME agreements with Phoenix Programs Inc. and the Housing Authority of the City of Columbia; authorizing amendments to CDBG agreements with Services for Independent Living, Job Point and Reality House Inc.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. Columbia Missouri Community Housing Development Organization is certified as meeting the definition of a Community Housing Development Organization (CHDO) and the City Manager is authorized to execute an agreement for CHDO funding in the amount of \$68,809.00. The form and content of the agreement shall be substantially as set forth in "Attachment E" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The amendment to the FY 2014 Annual Action Plan for CDBG and HOME funds, identified as "Exhibit A" attached to this resolution, is approved.

SECTION 3. The City Manager is authorized to submit this amendment to the FY 2014 Annual Action Plan for CDBG and HOME funds to the Department of Housing and Urban Development (HUD).

SECTION 4. The City Manager is authorized to file with HUD a finding of no significant impact to the environment and a request for release of funds for 2014 CHDO funding.

SECTION 5. The City Manager is hereby authorized to execute agreements with the following community agencies in the following amounts:

Phoenix Programs Inc. for housing renovations CDBG Funding - \$50,000.00

The Housing Authority of the City of Columbia for housing renovations on property located at 214 and 216 Unity Drive

HOME Funding - \$150,000.00

The Housing Authority of the City of Columbia for tenant-based rental assistance HOME Funding - \$75,000.00

The form and content of the agreements for each organization listed in Section 5 shall be substantially as set forth respectively in "Exhibit B," "Exhibit C" and "Attachment D" attached hereto and made a part hereof.

SECTION 6. The City Manager is hereby authorized to execute amendments to agreements with the following community agencies in the following amounts:

Independent Living Center of Mid-Missouri, Inc. (d/b/a Services for Independent Living) for the RAMP Program and the Minor Home Repair Program for persons with disabilities and the elderly

CDBG Funding - \$98,014.28

Job Point for vocational skills training in the area of Heating Ventilation and Air Conditioning (HVAC)

CDBG Funding - \$76,636.00

Realty House Inc. for facility renovations CDBG Funding - \$67,480.00

The form and content of the agreements for each organization listed in Section 6 shall be substantially as set forth respectively in "Exhibits F - H" attached hereto and made a part hereof.

ADOPTED this day of	, 2015.
ATTEST:	
City Clerk	Mayor and Presiding Officer
APPROVED AS TO FORM:	
City Counselor	

Attachment E COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter, "City") and Columbia Missouri Community Housing Development Organization (COMO CHDO), a corporation of the State of Missouri (hereinafter, "Agency"). The period of this agreement ends on the 31st day of March, 2016.

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to expend its funds on HOME eligible activities as defined in 24 CFR Part 92 (HOME regulations) to produce affordable housing.

WHEREAS, the City will be transferring title of property located at 106 Lynn to Columbia Missouri Community Housing Development Organization (COMO CHDO) in order to develop an affordable housing unit on the property legally described as:

Lot twelve (12), except the east thirty (30) feet and the south forty-five (45) feet thereof, in John A. Stewart's subdivision of lots twenty-nine (29) and thirty-two (32) of Garth's subdivision of Lots Forty-nine (49) to Seventy-two (72), both inclusive, of Garth's Addition to the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 21, Records of Boone County, Missouri.

NOW, THEREFORE, be it resolved that the City and the Agency agree as follows:

1. Eligible Activities

- a. City agrees to provide Agency \$68,809 HOME funding and donation of property located at 106 Lynn for the purpose of developing the property with a single family, owner-occupied housing unit; and providing homeownership assistance to a low to moderate income household purchasing the property. Funds shall be expended on HOME eligible activities as defined by HOME regulations at 24 CFR Part 92.206. The Agency shall not use these funds for the purposes of prohibited activities as defined by 24 CFR Part 92.214. The Agency shall provide an updated statement of sources and uses of financing to the City upon the obligation of funds for each activity for which HOME funds are obligated.
- b. Payments will be made to the Agency on a regular basis based on periodic estimates of completion of each activity and invoices supporting the statement. No payment shall be made under this agreement until completion of environmental review of activities by the city is completed and a release of funds for activities proposed by the Agency has been obtained from the Department of Housing and Urban Development.
- c. The Agency shall satisfactorily demonstrate that they have effective management control of the development and will own, develop and/or sponsor all HOME funded developments. Each project shall meet the subsidy layering requirements as established by the City.

- d. All housing activities shall comply with the applicable IECC, comply with ASHRAE 62.2, and submission of completed City approved HVAC checklist.
- 2. <u>Performance Measurement:</u> Agency shall use CHDO funding from this agreement, CHDO proceeds available, and other available financing, to construct a minimum of one single family home to benefit owner occupants at or below 80% of the median income. Agency must demonstrate construction has begun by July 1, 2015, or City may require the Agency to repay expended funds and de-obligate the remaining balance under this agreement. This shall be documented by obtaining approved City permits to begin construction.
- 2. <u>City Recognition:</u> Agency shall ensure recognition of the role of the City HOME funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
- 4. <u>Proceeds from Home Sales:</u> Any proceeds, including payments of principal and interest, return on investment, or other program income resulting from the investment of HOME funds for eligible HOME activities may be retained by the Agency and used for additional HOME eligible activities. Eligible activities may include operating costs defined in 24 CFR Part 92.208, provided that the total amount of HOME proceeds expended for operating costs do not exceed 10% of the appraised value of each HOME funded project. The Agency shall provide a report to the City on the receipt and use of all proceeds including operating costs on an annual basis.
- 5. City Inspections: Agency shall notify the City of Columbia Community Development Department of completion of the following items for progress inspections:
 - a) Foundation Foam.
 - b) Slab Foam.
 - c) Sill Seal.
 - d) Roof, after tarpaper and before shingles.
 - e) After installation of exterior water resistant barrier and before siding.
 - f) Blower door test after spray foam.
 - g) Radon test after sheetrock.
- 6. The following other Provisions Apply as required by 24 CFR Part 92:
 - a. Housing for homeownership shall not exceed the mortgage limits established by Section 203(b) of the National Housing Act. Each family of a homebuyer assisted by the Agency shall qualify as low income as defined by HUD for the HOME program. Each unit shall be initially the principal residence of the homebuyer. The period of affordability of each homebuyer assisted unit is established by 24 CFR Part 92.254(4) and (5). As each housing unit constructed is sold to a low to moderate income buyer, the Agency shall provide a copy of the signed promissory note and recorded deed of trust enforcing the affordability provisions at 24 CFR Part 92.254(4) and (5).
 - b. Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title V1 of the Civil Rights Act of 1964 (42 U.S.C. 2000d- 2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3

CFR, 1966- 1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise). The nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.

- c. Must establish a minority outreach program described at 24 CFR 92.351(b).
- d. Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- e. Debarred, suspended or ineligible contractors. The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.
- f. Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- g. Shall provide an annual audit to the City conducted by an independent certified CPA.
- h. Lead-Based Paint requirements at 24 CFR Part 35 and State of Missouri Lead Paint regulations at 19 CSR 30-70.110 640.
- i. Flood insurance requirements at 92.358.
- j. The Agency shall certify to the city that HOME funds do not provide more than 50% of its annual operating budget during the year in which funds are provided.

7. Records and Reports

- a. The Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit City to inspect all assisted housing to ensure compliance with required property standards.
- b. Upon the sale of each property, the Agency shall provide a copy of the closing statement and completion report to the City;
- c. Agency shall retain all records pertinent to the HOME program described at 92.508 (3) (4) vi-viii, (7) (i) (A) & (B), and (ii) (viii) and allow access to such records upon request and during monitoring visits.

8. Reversion of Assets

Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:	CITY OF COLUMBIA, MISSOURI
BY:	
BY: Sheela Amin, City Clerk	Mike Matthes, City Manager
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor	COMO CHDO
	BY:
	Title:
	t is within the purpose of the appropriation to which it is to), and that there is an unencumbered balance to the credit
John Blattel, Director of Finance	

Exhibit A

City of Columbia FY2014 Annual Action Plan

HUD's New Consolidated Plan Template

In May of 2012, the Federal Department of Housing and Urban Development's Office of Community Planning and Development introduced the eCon Planning Suite, a collection of new online tools to assist grantees in creating market-driven, leveraged housing and community development plans. One of these tools, the Annual Action Plan Template, allows grantees to develop and submit their Annual Action Plans online. For FY 2014, the City of Columbia utilized the online Action Plan for the first time. The following document is an exported version of the Annual Action Plan entered into HUD's reporting database (Integrated Disbursement and Information System (IDIS)).

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan details the proposed sources and uses of funds available from HUD, including Community Development Block Grant (CDBG) and HOME funds, and outlines the accomplishments resulting from the use of HUD funding in the City. The FY2014 Annual Action Plan is the 5th and final action plan addressing the City's 2010-2014 Consolidated Plan. The Plan was developed in accordance with the City's adopted Citizen Participation Plan. A more detailed summary of the 2014 CDBG and HOME Budget is presented in Tables 1 and 2 at the end of the introduction section.

The City of Columbia expects to receive the following sources of HUD funding as a community for FY2014.

- 1. \$842,390 of CDBG and \$400,000 of HOME funding as indicated in Tables 1 and 2.
- 2. \$50,000 in CDBG and \$75,000 in Program Income.
- 3. Funding through the HUD Continuum of Care administered by the Missouri Housing Development Commission (MHDC) will be awarded during 2014. Funding applications were recently submitted in early September. Funds awarded in 2013 with 2012 funding include: \$37,450 to continue the Salvation Army/Harbor House program for case management and supportive services, \$71, 122 for a one year renewal for Phoenix Programs "At Home" permanent housing program for persons with substance abuse problems, \$325,380 for Shelter Plus Care funding through the Columbia Housing Authority. Total Renewals are \$508,065.
- 4. \$250,000 in Emergency Shelter Grant (ESG) funding is estimated to be provided for Emergency Shelter projects through the State of Missouri ESG Program.
- 5. HUD funding for the Columbia Housing Authority annual plan for the year ending 2014 supports the management and maintenance of 719 public housing units and 1062 rental assistance vouchers, including: \$2,057,252 public housing operating fund, \$835,363 public housing capital fund, \$6,612,411 Housing Choice Vouchers, \$326,592 Shelter Plus Care Program, \$118,128 Ross Housing Service Coordinator, \$51,378 Housing Choice Voucher Family Self-Sufficiency Program, \$52,396 Public Housing Family Self-Sufficiency Program.

Table 1, 2014 Comm	unity Development Block Grant	Funding			
Organization	Activity	FY2014 Estimated Funding	Amend.1	Amend. 2	Amend. 3
Housing 30-40%					
Community Development	Housing Rehabilitation	\$78,407	\$87,133	\$87,133	\$87,133
Boone County Council on Aging	Home Repairs	\$16,000	\$16,000	\$16,000	\$0
Community Development	NRT Demolition	\$31,565	\$31,565	\$31,565	\$31,565
Services for Independent Living	RAMP Program	\$20,000	\$20,000	\$20,000	\$98,014.28
Community Development	NRT Code Enforcement	\$30,000	\$30,000	\$30,000	\$30,000
Subtotal		\$175,972	\$184,698	\$184,698	\$246,712.28
Public Improvements 30-50%					
CHA	Housing Infrastructure	\$190,000	\$190,000	\$190,000	\$0
City - Public Works Department	Sidewalk Project Design	\$50,000	\$50,000	\$50,000	\$50,000
City - Public Works Department	Garth Sidewalk Construction	\$0	\$0	\$0	\$131,327
Subtotal		\$240,000	\$240,000	\$240,000	\$181,327
Community Fac./Ser./Econ.Dev. 0-30%					
Rainbow House	Facility Purchase	\$170,000	\$170,000	\$0	\$0
Reality House	Homeless Facility Renovations	\$40,000	\$40,000	\$60,000	\$67,480
Legal Department	Fair Housing Counseling	\$10,000	\$10,000	\$10,000	\$10,000
Job Point	HVAC and Pharmacy Training	\$71,636	\$71,636	\$71,636	\$76,636
Welcome Home	Veterans Emergency Housing			\$60,000	\$80,000
In2Action	Facility Purchase			\$50,000	\$50,000
Phoenix Programs Inc.	Housing Renovations			\$40,000	\$50,000
Subtotal		\$291,636	\$291,636	\$291,636	
Administration and Planning 0-16%					
City - Administration	Administration	\$101,086	\$102,748	\$102,748	
City - Planning	Planning	\$33,696	\$33,696	\$33,696	
Subtotal		\$134,782	\$136,444	\$136,444	
Total		\$842,390	\$852,778	\$852,778	

	Table 2, 2014 HOME			
Organization	Activity	FY2014 Estimated Funding	Amend. 1	Amend. 2
CD Department	Homeownership Assistance	\$25,000	\$25,000	\$25,000
CD Department	Owner Occupied Rehab Program	\$50,000	\$50,000	\$50,000
Columbia Housing Authority	Lincoln Unity	\$150,000	\$150,000	\$150,000
Columbia Housing Authority	TBRA	\$75,000	\$75,000	\$75.000
Community Development	CHDO	\$60,000	\$68,809	\$0
COMO CHDO (Job Point)	106 Lynn	1000000		\$68,809
Community Development	Administration	\$40,000	\$40,978	\$40,978
Grand Total Funds Requested		\$400,000	\$409,787	\$409,787

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The FY2014 Annual Action Plan provides for the ability of the City to address the City's 42 objectives identified under its 2010-2014 Consolidated Plan. Funding priorities for the City of Columbia address three national objectives established by HUD: providing decent affordable housing, providing a suitable living environment, and providing economic opportunities. The City's proposed objectives and outcomes for the entire 5 year period are as outlined in Table 3 at the end of this Section.

The 43 objectives established in the plan represent the City of Columbia's funding priorities for 2010-2014. The City of Columbia will only fund medium and high priority needs and will not fund low priority needs. Funding priorities were determined through public input, housing market analysis, analysis of impediments to fair housing, and analysis of special populations. All proposed objectives incorporate serving needs of very-low, low and moderate income households in the City of Columbia. Special needs populations include elderly, disabled, persons with developmental disabilities, persons with alcohol or drug addiction, and persons with HIV/AIDS and their families.

The City of Columbia Council policy resolution PR 248-10 sets forth requirements and provisions for the administration of funds received by the City under the Housing and Community Development Act of 1974, as amended, and identifies specific funding allocation ranges for public improvements, housing, community facilities, services and economic development, planning and administration. The council policy resolution also states that funding priorities are

EXHIBIT B AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Phoenix Programs Inc., a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low-income citizens;

WHEREAS, Agency is in need of funds to renovate its facility; that will provide housing for persons undergoing substance abuse treatment;

WHEREAS, the Agency owns a community building that should be improved to provide decent housing;

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency FIFTY THOUSAND DOLLARS (\$50,000) to provide improvements to the building and property, known as Phoenix Programs, located at 90 E. Leslie Lane; in accordance with items included in FY2015 applications for Community Development Block Grant funding provided by the Agency. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not meet a CDBG national objective as defined by 24 CFR 570.200. Failure for activities to meet a national objective shall require repayment of funds to the City of Columbia.
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide sufficient resources to target at least 60 persons over the period of this agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of CDBG funds prior to March 1, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by July 1, 2015
 - c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2015
 - d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
 - e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over CDBG funds, including program income.

3. Payments:

a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 90 E. Leslie Lane consistent with the agency's FY 2015 CDBG application. Final payment shall not be made until compliance with the above

requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.

- b. The Agency shall not obligate funds for payment for construction activities under this agreement until the City has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the City from the Department of Housing and Urban Development.
- 4. <u>Matching Funds</u>: The Agency agrees to document \$5,000 of matching resources for this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.
- 5. <u>City Recognition:</u> The Agency shall ensure recognition of the role of the City Community Development Block Grant funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

6. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-122, A-87, and those procurement and related requirements in 24 CFR Part 85 that are specified in 24 CFR Part 570.502.
- c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: the homeless status of each occupant, whether each occupant is chronically homeless; and the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
- d. In addition to income information, the Agency 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.

7. Other Provisions.

- a. The Agency agrees 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 Agency agrees 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.
- b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair

Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.

- c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- d. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- e. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)
- f. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- h. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 24 CFR 85, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. The provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
- 8. <u>Compliance:</u> Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.
- 9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:		CITY OF COLUMBIA, MISSOURI
		BY:
Sheela Amin, City	Clerk	Mike Matthes, City Manager
APPROVED AS T	TO FORM:	PHOENIX PROGRAMS INC.
Nancy Thompson,	City Counselor	BY: Deborah Beste, Executive Director
rvancy rnompson,	City Counselor	Decorati Secto, Enternit Sector
CERTIFICATION:	I hereby certify that the charged, Account No. 20 such appropriation suffice	his agreement is within the purpose of the appropriation to which it is to be 66-0000-116.66.00, and that there is an unencumbered balance to the credit of cient to pay therefore
	John Blattel, Director of	Finance

EXHIBIT C A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of January, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development for the purpose of providing affordable housing for low-income citizens;

WHEREAS, Agency is in need of funds to rehabilitate housing units located at 214 and 216 Unity Drive; to maintain affordable housing for low income populations;

WHEREAS, the Agency owns a property that should be rehabilitated to provide decent housing in housing units legally described as;

A tract of land in Lots 23, 26 and 27 Garth's Subdivision of Lots 49 to 72, inclusive, Garth's Addition according to the Plat thereof recorded in Plat Book 1 and Page 2 of the Boone County Records.

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to provide improvements to the building and property located at 214 and 216 Unity Drive; in accordance with items included in the FY2014 application for HOME funding provided by the Agency. HOME funded units under this agreement shall be 214A, 214B, 216A and 216B Unity Drive. Maximum HOME funding per unit shall be \$37,500. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with 24 CFR 92.206 or for uses prohibited by 24 CFR 92.214. Failure for activities to comply shall require repayment of funds to the City of Columbia.
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall rehabilitate 4 units over the period of this agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of HOME funds prior to March 1, 2015.
 - b. The Agency agrees to have 50% of HOME funds expended by July 1, 2015
 - c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2015.
 - d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
 - e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 214 and 216 Unity Drive consistent with the agency's FY 2014 HOME application. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.
- b. The Agency shall not obligate funds for payment for construction activities under this agreement until the City has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the City from the Department of Housing and Urban Development.
- 4. <u>Matching Funds</u>: The Agency agrees to document at least \$37,500 of matching resources for this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.
- 5. <u>City Recognition:</u> The Agency shall ensure recognition of the role of the City HOME funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

6. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the HOME Investment Partnerships Program.
- c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: demographics of each occupant; the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
- d. In addition to income information, the Agency 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.

7. Other Provisions.

a. The Agency agrees 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 Agency agrees 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.

- b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- d. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- e. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)
- f. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- h. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency agrees to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
- k. The agency shall use the HUD Part 5 definition of income for determining occupant eligibility. Prior to signing a lease, income must be verified for all new tenants using source documentation accordance with 24 CFR 92.203(a)(1)(i). Occupant households must be at 60% or below the HUD defined area median income level. Source documentation must be reviewed at the time of signing a lease and at least every 6 years thereafter.
- I. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2. In accordance with 24 CFR 92.252(e), HOME funded units under this agreement (214A, 214B, 216A, 216B Unity Drive) shall maintain an affordability period consistent with HUD guidelines for 10 years from date of completion.
- m. Rent rates shall be approved by the City of Columbia and in accordance with annual limits provided by HUD. The Agency must obtain City approval before implementing HOME unit rent increases.

- n. This project falls must meet requirements of the Uniform Relocation Act (URA).
- o. The Agency shall maintain a Section 3 and MBE/WBE plan to ensure adequate marketing and solicitation of Section 3 and MBE/WBE contractors.
- p. The Agency shall establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d).
- q. The Agency shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).
- r. The Agency shall utilize 1 year leases with occupants unless mutually agreed to by the occupant and Agency. The Agency shall not include prohibited lease provisions identified under 24 CFR 92.253.
- s. The Agency shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
- t. The Agency shall be subject to annual monitoring to review HOME funded units for compliance under 24 CFR 92.504(d)(1). The City reserves the right to conduct file reviews on a more frequent basis based on compliance deficiencies identified in previous monitoring reports.
- 8. <u>Compliance:</u> Upon finding that the Agency materially fails to comply with any term of this Agreement, any HOME funds on hand at the time of such funding shall be transferred to the City of Columbia and future HOME assistance may be denied.
- 9. <u>Reversion of Assets</u>: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
- 10. Notice to Transferees: If the Agency sells, transfers, exchanges or encumbers the property at any time after the initial date of HOME expenditures on the property described in the Agreement, the Owner or the Successor shall notify in writing and obtain the agreement of any buyer or its successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Owner agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:		CITY OF COLUMBIA, MISSOURI
		BY:
Sheela Amin, City	Clerk	Mike Matthes, City Manager
APPROVED AS	ГО FORM:	COLUMBIA HOUSING AUTHORITY
Nancy Thompson,	City Counselor	BY:Phil Steinhaus, CEO
CERTIFICATION:	I hereby certify that the charged, Account No. 20 such appropriation suffice	is agreement is within the purpose of the appropriation to which it is to be 66-0000-116.66.00, and that there is an unencumbered balance to the credit of cient to pay therefore
	John Blattel, Director of	f Finance

Attachment D AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter, "City)" and The Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter, "Agency"). The period of this agreement ends on the 31st day of December, 2015.

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, the Agency has applied for funding to assist very low income households to make rental payments; which, but for HOME funding, these households could not support themselves with available funds;

NOW, THEREFORE, be it resolved that the City and the Agency agree as follows:

1. Eligible Activities:

- a. The City agrees to provide the Agency \$75,000 for HOME eligible activities as are defined in the HOME regulations at 24 CFR Part 92.206 for the purpose of providing rental assistance payments to tenants with special needs and are either homeless or in danger of becoming homeless. Approved tenants shall be provided permanent housing assistance through HOME funding for a period of not less than two years.
- b. The Agency shall not use these funds for the purposes of prohibited activities as defined by 24 CFR Part 92.214. Payments will be made to the Agency on a regular basis based on monthly reports providing an estimate of tenant and HOME payments and a summary of invoices supporting the report.
- c. A portion of the total amount of HOME funds provided under this agreement, not to exceed \$4,500 is eligible to be used for administrative costs, with not more than \$1,500 to be used at the end of each three month period beginning on the date that TBRA funds under this agreement are first drawn by the Agency. Be it further understood that the administrative funds available is further capped at 10% of the amount of program income collected by the City of Columbia during the period of this agreement.
- d. Units assisted with Tenant-Based Rental Assistance shall comply with the City's Property Maintenance Code and HUD's Housing Quality Standards at 24 CFR 982-401.
- e. The Agency shall ensure eligible tenants shall have an Agreement with an agency providing supportive services prior to providing Tenant-Based Rental Assistance.
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide HOME funds to provide rental assistance to at least 10 households over the period of this agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of HOME TBRA funds for services prior to February 1, 2015;
 - b. The Agency agrees that funding shall be at least 50% expended by July 30, 2015;
 - c. The Agency agrees that this project shall be complete by December 31, 2015.

Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and necessary amendments will be made to this agreement.

- 3. <u>Matching Funds:</u> The Agency shall, on a quarterly basis, report on the use of other agency resources. The Agency shall require participating supportive service providers to document the amount of funding expended for supportive services provided on a quarterly basis.
- 4. The following other Provisions Apply as required by 24 CFR Part 92:
- a. For HOME assisted rental units assisted under this agreement, the Agency agrees to abide by all relevant HOME program procedures; including but not limited to provision to the city of rent and income information, demonstrating that rents are affordable according to HOME requirements for the periods of time specified in 92.252(e), commencing with the date HOME funds are first provided. The Agency agrees to allow the City to review and approve all proposed rents and the Agency must provide tenants not less than 30 days prior written notice before implementing approved increases in rents.

- b. Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- 2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title 11 of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise); the nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.
 - c. The Agency must establish a minority outreach program described at 24 CFR 92.351(b).
- d. Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- e. Debarred, suspended or ineligible contractors. The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.
- f. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- g. The Agency shall comply with the administrative requirements at 24 CFR Part 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 34, 85.36, 85.44, 85.51, and 85.52.
- h. Lead-Based Paint requirements at 24 CFR Part 35 and State of Missouri Lead Paint regulations at 19 CSR 30-70.110 640.
 - i. Flood insurance requirements at 92.358.
 - j. Prohibited lease terms at 92.253.

4. Records and Reports:

- a. The Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency shall permit the City to inspect all assisted housing.
- b. The Agency shall retain all records pertinent to the HOME program described at 92.508 (3)(4)viviii,(7)(i)(A)&(B), and (ii) (viii) and allow access to such records upon request and during monitoring visits.
- c. The Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant names, addresses, income levels or other basis for determining eligibility, gender, race and size of households. Such information shall be made available to City monitors or their designees for review annually or upon request. The City shall be allowed to inspect the premises on an annual basis to determine compliance with housing codes.
- 5. <u>Reversion of Assets</u>: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY:

Mike Matthes, City Manager

APPROVED AS TO FORM:

HOUSING AUTHORITY OF THE CITY OF COLUMBIA

Nancy Thompson, City Counselor

BY:

Phil Steinhaus, CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-4130-532.49.90, G44142, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

EXHIBIT F

AMENDMENT TO INDEPENDENT LIVING CENTER OF MID-MISSOURI, INC. DBA SERVICES FOR INDEPENDENT LIVING AGREEMENT DATED October 6th, 2014

Section 1 of the agreement is amended to read as follows:

1. <u>Statement of Work:</u> The City agrees to grant the Agency NINETY EIGHT THOUSAND FOURTEEN DOLLARS AND 28/100 (\$98,014.28) for the purpose of providing home accessibility modifications and home repairs for persons with disabilities and the elderly.

Section 2 of the agreement is amended to read as follows:

- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide sufficient resources to assist at least 20 households that include persons with physical disabilities. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices and agrees to complete work as follows:
 - a. The Agency agrees to commence construction work under this agreement prior to January 1, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
 - c. Agency agrees that all work shall be completed and funds expended by December 31, 2015.

Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.

Section 4 of the agreement is amended to read as follows:

4. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$98,014.28; which includes the costs of construction only and inspection services. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate construction funds under this agreement until the following has occurred: (1) documentation is completed in the Agency's project file proving compliance with Federal requirements regarding competitive procurement of construction contractor(s) and inspection services, independent of the contractor, to be used for each job; in accordance with the Agency's procurement policy; (2) completion of the "Tier 2" environmental review process for each project to be completed prior to the commencement of construction activities; (3) income verification documentation, including: copies of applications and income verifications qualifying households benefiting from project activities have been provided to the City; along with a copy of a signed agreement with the owner of the property; upon which, accessibility improvements will be made.

ATTEST:	CITY OF COLUMBIA, MISSOURI
BY:Sheela Amin, City Clerk	Michael Matthes, City Manager
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor	INDEPENDENT LIVING CENTER OF MID-MISSOUR
	BY:
	Tec Chapman, Executive Director
RTIFICATION: I hereby certify that this agreem rged, Account No. 266-4130-532.49.90, G47128, ropriation sufficient to pay therefore	ent is within the purpose of the appropriation to which it is to be, and that there is an unencumbered balance to the credit of such
n Blattel, Director of Finance	



THIS AGREEMENT, made and entered into this 6th day of October, 2014; by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and the Independent Living Center of Mid-Missouri, Inc, (d/b/a Services for Independent Living), a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low- and moderate-income citizens;

WHEREAS, Agency provides services for persons with disabilities;

WHEREAS, Agency provides for home modifications to provide accessibility for persons with disabilities and is in need of funding to expand their home modification program,

NOW, THEREFORE, City and Agency agree as follows:

- I. <u>Statement of Work:</u> The City agrees to grant the Agency TWENTY THOUSAND DOLLARS (\$20,000) for the purpose of providing home modifications that will result in accessibility for persons with disabilities.
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide sufficient resources to assist at least 4 households that include persons with physical disabilities. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices and agrees to complete work as follows:
 - a. The Agency agrees to commence construction work under this agreement prior to January 1, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
 - c. Agency agrees that all work shall be completed and funds expended by December 31, 2015.

Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.

- 3. <u>National Objective</u>: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia
- 4. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$20,000; which includes the costs of construction only and inspection services. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate construction funds under this agreement until the following has occurred: (1) documentation is completed in the Agency's project file proving compliance with Federal requirements regarding competitive procurement of construction contractor(s) and inspection services, independent of the contractor, to be used for each job; in accordance with the Agency's procurement policy; (2) completion of the "Tier 2" environmental review process for each project to be completed prior to the commencement of construction activities; (3) income verification documentation, including: copies of applications and income verifications qualifying households benefiting from project activities have been provided to the City; along with a copy of a signed agreement with the owner of the property; upon which, accessibility improvements will be made.
- 5. <u>Environmental Review</u>: The Agency shall not obligate funds under this agreement before completion of the environmental review process by the City and HUD has issued a release of funding for funds obligated under this agreement.
- 6. <u>City Recognition</u>: The Agency shall ensure recognition of the role of the City's Community Development Block Grant Program in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

₩.

7. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development; including, but not limited to; information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development. Such reports shall include an annual performance report to be provided to the City Department of Planning and Development before January 15th of each year.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.
- c. The Agency shall provide data demonstrating client eligibility for services provided. Information provided shall include a client certification, including all sources of income, and third party income verification for each client. Summary client data shall be provided to the City each time funds are requested; and shall include, client name, address, income level, gender, race, and description and location of service provided. Such information shall be made available to City monitors or their designees for review upon request. The Agency shall ensure that all clients meet the Agency eligibility criteria presented in its application to the City.
- d. The Agency 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.
- 8. Conditions of Funding Assistance; It is further agreed that the Community Development Block Grant funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of low-income citizens.

9. Other Provisions.

- a. The Agency agrees 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.
- b. The Agency agrees to assist the City in compiling information to complete the Section 106 Historic Preservation process regarding client properties approved for assistance.
- c. The Agency agrees to comply with Federal Lead-Based Paint hazard control and worker protection requirements at 24 CFR Part 35 and 29 CFR Part 1926 (OHSA); and shall ensure compliance regulations promulgated by the Environmental Protection Agency concerning occupant and worker protection in renovation and remodeling activities. The Agency agrees not to expend more than \$5,000 in CDBG assistance on any structure without prior authorization regarding lead hazard control activities from the City.
- d. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR Part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- e. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- f. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate

this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

- g. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.
- h. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. These provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency.
- Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI
BY:
INDEPENDENT LIVING CENTER OF MID-MISSOURI
BY: Tec Chapman, Executive Director
ertify that this agreement is within the purpose of the appropriation to which it is to ed, Account No. 266-4130-532.49.90, G47128, and that there is an unencumbered to the credit of such appropriation sufficient to pay therefore tel, Director of Finance

EXHIBIT G AMENDMENT TO JOB POINT AGREEMENT DATED October 6th, 2014

Section 5 of the agreement is amended to read as follows:

the Agency in the form of a grant. Funding shall be exapplication for this project. Documented matching infunding shall be provided with the final draw of funds. materials, participant testing and/or certification fees, a training. All direct costs of personnel shall be supported this Agreement to supplement, rather than supplant, further than supplant, further than supplant, further than supplant.	ecumentation by the Agency, the City will authorize \$76,636 of CDBG funds to the spended in accordance with the "Project Budget Form" submitted as part of the kind funding shall total at least \$10,000. Documentation of matching in-kind. Eligible project costs shall include: scholarships for HVAC Training, course agency costs associated with operating the training and contracted services for ed with timesheets. The Agency further agrees to utilize funds available under nds otherwise available.
IN WITNESS WHEREOF, the Parties hereto hav	e executed this Agreement on the day and year first above written.
ATTEST:	CITY OF COLUMBIA, MISSOURI
BY:Sheela Amin, City Clerk	
Sheela Amin, City Clerk	Mike Matthes, City Manager
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor	JOB POINT
	BY:
	Steven A. Smith
	eement is within the purpose of the appropriation to which it is to be hat there is an unencumbered balance to the credit of such appropriation
John Blattel, Director of Finance	



THIS AGREEMENT, made and entered into this 6th day of October, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Job Point, a not-for-profit corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

- 1. <u>Statement of Work:</u> The Agency will be responsible for providing vocational training for residents at 80% or below the HUD defined area median income of the City of Columbia for vocational skills training in the area of Heating Ventilation and Air Conditioning (HVAC).
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide sufficient resources to target at least 10 persons over the period of this agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of CDBG funds for services prior to January 1, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2015. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
 - 3. <u>National Objective</u>: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia.
- 4. <u>Performance Monitoring:</u> The City will monitor the Agency against the goals and performance standards stated above. Consistently substandard performance as determined by the City will constitute non-compliance with this Agreement.
- 5. Payments: Upon presentation of proper documentation by the Agency, the City will authorize \$71,636 of CDBG funds to the Agency in the form of a grant. Funding shall be expended in accordance with the "Project Budget Form" submitted as part of the application for this project. Documented matching in-kind funding shall total at least \$10,000. Documentation of matching in-kind funding shall be provided with the final draw of funds. Eligible project costs shall include: scholarships for HVAC Training, course materials, participant testing and/or certification fees, agency costs associated with operating the training and contracted services for training. All direct costs of personnel shall be supported with timesheets. The Agency further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.

6. Records and Reports:

- a. The Agency shall survey all program beneficiaries to obtain required information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency agrees to provide the City with an annual progress report to be submitted to the Community Development Department by January 15th of each year that will include the race, ethnicity, income category, female-headed households, and elderly persons participating in training. Information provided shall be submitted in the most recent format provided by the City for this purpose.
- b. The Agency shall also report on training attendance of each beneficiary and the number of persons successfully completing each training.
- c. The Agency shall report the number of persons attaining employment or further training as the result of training.
- d. The Agency shall retain all financial records, supporting documents, statistical records, and other records pertinent to this agreement for a period of five years subsequent to the completion of the Program by the City in the HUD's Integrated Disbursement and Information System.
 - 7. City Recognition: The Agency shall ensure recognition of the role of the City Community Development

Block Grant funding in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

8. Other Provisions

- a. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-133, OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.
- b. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- c. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- d. The Agency agrees that should the program terminate during the period of time covered by this agreement, any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds shall be transferred to the City of Columbia.
- e. The Agency agrees to comply with the following laws governing fair housing and equal opportunity, Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- f. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- g. The Agency agrees to certify compliance with Section 504 of the Rehabilitation Act of 1973, as amended, incorporated herein by reference.
- h. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.
 - 9. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

ATTEST:	CITY OF COLUMBIA, MISSOURI
Sheela Amin, City Clerk	BY: Mike Matthes
APPROVED AS TO FORM:	JOB POINT BY: Carlus
Nancy Thompson, City Counselor	Tim Loveless, President and CEO
of such appropriation suff	tel
John Blattel, Director of	Finance

EXHIBIT H AMENDMENT TO REALITY HOUSE INC. AGREEMENT DATED October 6th, 2014

Section 1a of the agreement is amended to read as follows:

1. Statement of Work:

a. The City agrees to provide the Agency SIXTY SEVEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$67,480) to provide improvements to the building and property, known as Reality House, located at 1200 Rangeline Street; in accordance with items included in FY 2014 and FY2015 applications for Community Development Block Grant funding provided by the Agency. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not meet a CDBG national objective as defined by 24 CFR 570.200. Failure for activities to meet a national objective shall require repayment of funds to the City of Columbia.

ATTEST:	CITY OF COLUMBIA, MISSOURI
3Y:	
BY: Sheela Amin, City Clerk	Michael Matthes, City Manager
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor	REALITY HOUSE
	BY:
	Carrol Highbarger, Board Chairperson
FICATION: I hereby certify that this agreemed, Account No. 266-0000-116.66.00, G47165, riation sufficient to pay therefore	ent is within the purpose of the appropriation to which i and that there is an unencumbered balance to the credit



THIS AGREEMENT, made and entered into this 6th day of October, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Reality House Inc., a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low-income citizens;

WHEREAS, Agency is in need of funds to renovate its facility; that will enhance transitional housing for deinstitutionalized populations;

WHEREAS, the Agency owns a community building that should be improved to provide decent housing;

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency SIXTY THOUSAND DOLLARS (\$60,000) to provide improvements to the building and property, known as Reality House, located at 1200 Rangeline Street; in accordance with items included in FY 2014 and FY2015 applications for Community Development Block Grant funding provided by the Agency. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not meet a CDBG national objective as defined by 24 CFR 570.200. Failure for activities to meet a national objective shall require repayment of funds to the City of Columbia.
- 2. <u>Levels of Accomplishment Goals and Performance Measures:</u> The Agency shall provide sufficient resources to target at least 10 persons over the period of this agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of CDBG funds prior to January 1, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015
 - c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2015.
 - d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
 - e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over CDBG funds, including program income.

3. Payments:

a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 1200 Rangeline in consistent with the agency's FY 2014 and FY2015 CDBG applications. Final payment shall not be made until compliance with the above

requirements are met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.

- b. The Agency shall not obligate funds for payment for construction activities under this agreement until the City has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the City from the Department of Housing and Urban Development.
- 4. <u>Matching Funds</u>: The Agency agrees to document \$3,500 of matching resources for this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.
- 5. <u>City Recognition:</u> The Agency shall ensure recognition of the role of the City Community Development Block Grant funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

6. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-122, A-87, and those procurement and related requirements in 24 CFR Part 85 that are specified in 24 CFR Part 570.502.
- c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: the homeless status of each occupant, whether each occupant is chronically homeless; and the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
- d. In addition to income information, the Agency 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.

7. Other Provisions.

- a. The Agency agrees 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 Agency agrees 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.
- b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair

Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.

- c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- d. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- e. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)
- f. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- h. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 24 CFR 85, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. The provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
- 8. <u>Compliance:</u> Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.
- 9. <u>Reversion of Assets</u>: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-0000-116.66.00, G47165, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance