

## COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the “City”, and the Housing Authority of the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter “Agency”), and Park Avenue Housing Development Group, LP, a limited partnership organized in the state of Missouri, with authority to transact business within the state of Missouri (hereinafter “Property Owner”), is entered into on the date of the last signatory noted below (hereinafter “Effective Date”). Agency, Property Owner, and City are each individually referred to herein as a “Party” and collectively as the “Parties”.

### WITNESSETH:

WHEREAS, City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, Agency is a qualified program participant and indirectly affiliated with Property Owner (both Agency and Property Owner hereinafter referred to as “Subrecipient” or “Subrecipients”). Subrecipients meet all requirements of funding of CDBG funds under the rules and regulations of HUD, and

WHEREAS, City wishes to engage the Subrecipients to assist the City in utilizing such funds; and

WHEREAS, Subrecipient certifies that Subrecipients’ Project, described in Exhibit A, meets one of the following CDBG program’s National Objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Project Scope And Approved Activities

a. The Project Scope and Approved Activities are described in Exhibit A (hereinafter “Project”).

b. Performance Monitoring. City will monitor the performance of the Subrecipients against the goals and performance standards set forth in Exhibit A. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty days after being

notified by the City, contract suspension or termination procedures will be initiated. City may extend the period of time for correction by written notice to Subrecipient.

2. Time Of Performance

a. Services of the Subrecipients shall start on the Effective Date and end on December 31, 2025.

b. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

3. Budget

a. The approved budget for this Project is set forth in Exhibit B.

b. Any indirect costs charged must be consistent with the conditions of Paragraph 8(c)(2) of this Agreement.

c. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

d. Any amendments to the budget must be approved in writing by both the City and the Subrecipients.

4. Payment; Long Term Loan

a. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed one million six thousand six hundred and thirty-eight dollars (\$1,006,638).

b. 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 of activities to meet a national objective shall require immediate repayment of all funds to the City of Columbia.

c. Term of Agreement and Term of Loan. The term of this Agreement shall continue through December 31, 2057. The term of the Loan shall have a maturity date of December 31, 2057.

d. Affordability Period. The Project being financed has an affordability period of not less than twenty years after the project or assisted units are available for occupancy after having received the CDBG investment. The start date of the affordability covenant may conform to the start date of other covenants on the same project or units that are required by another source of federal or state

funding associated with the projects or units. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2.

e. Subrecipients may use Low Income Housing Credits (LIHTC) under section 42 of the Internal Revenue Code of 1986 (the Code) for this project, in addition to the CDBG and ARPA funding. If LIHTC are used, property owner shall agree, as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Code); and the property owner must agree to repay any loaned amounts to the City at the time the project becomes non-compliant, including if such project ceases to satisfy the requirements of a qualified low-income housing project (as defined in section 42(g) of the Code) or a qualified residential rental project (as defined in section 142(d) of the Code), or if such project fails to comply with any of the requirements of the extended low-income housing commitment that are described in section 42(h)(6)(B)(i)-(iv) of the Code.

f. Loan modifications are permitted if the modifications do not result in repayment of all or substantially all funds to the City prior to the end of the affordability period.

g. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B and in accordance with performance.

h. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit B and in accordance with performance.

i. Payments may be contingent upon certification of the Subrecipients' financial management system in accordance with the standards specified in 24 CFR 200.

## 5. Notices

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:  
City of Columbia  
Housing and Neighborhood Services Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: Director

If to Property Owner:  
Park Avenue Housing Development Group, LP  
201 Switzer Street

Columbia, Missouri 65203  
ATTN: Randy Cole

If to Agency:  
Housing Authority of the City of Columbia  
201 Switzer Street  
Columbia, Missouri 65203  
ATTN: Randy Cole

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

6. Special Conditions

Any special conditions applicable to this Project are set forth in Exhibit C. Subrecipients shall comply with any special conditions in Exhibit C.

7. General Conditions

a. General Compliance

Subrecipients agree to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipients do not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipients do not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipients also agree to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipients further agree to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

b. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipients shall at all times remain an "independent contractors" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipients are an independent contractor.

c. Hold Harmless

To the fullest extent not prohibited by law, Subrecipients shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from

and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Subrecipients, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Subrecipients or a subcontractor for part of the services), of anyone directly or indirectly employed by Subrecipients or by any subcontractor, or of anyone for whose acts the Subrecipients or their subcontractor may be liable, in connection with this Project. This provision does not, however, require Subrecipients to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

d. Workers Compensation

The Subrecipients shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

e. Insurance & Bonding

The Subrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipients shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

f. City Recognition

The Subrecipients shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipients will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

g. Amendments

The City or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipients from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipients.

#### h. Suspension or Termination for Default

In accordance with 2 CFR 200, the City may suspend or terminate this Agreement if a Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at anytime;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by a Subrecipient to the City reports that are incorrect or incomplete in any material respect.

#### i. Termination for Convenience

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

### 8. Administrative Requirements

#### a. Financial Management

##### 1. Accounting Standards

The Subrecipients agree to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The Subrecipients shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### b. Documentation and Record Keeping

##### 1. Records to be Maintained

The Subrecipients shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipients shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipients shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City's monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipients understand that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipients' responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Subrecipients' obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out 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 City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipients have control over CDBG funds, including program income.

#### 6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipients within 30 days after receipt by the Subrecipients. Failure of the Subrecipients to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipients hereby agree to have an annual agency audits conducted in accordance with current City's policy concerning subrecipient audits and 2 CFR 200.

### c. Reporting and Payment Procedures

#### 1. Program Income

The Subrecipients shall report to the City quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipients shall comply with the requirements set forth at 24 CFR 570.504. Program income received through the project will be retained by the Columbia Housing Authority and reinvested into eligible CDBG eligible activities.

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipients will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

#### 3. Payment Procedures

The City will pay to the Property Owner funds available under this Agreement based upon information submitted by the Property Owner and consistent with any approved budget and City's policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in

Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipients.

#### 4. Progress Reports

The Subrecipients shall submit quarterly Progress Reports to the City in the form and content as required by the City. The Progress Report shall, at a minimum, describe the status of each of the Program Activities required to be performed and met during that Quarter progress towards completing the other Program Activities, costs incurred, funds remaining, a narrative explanation of problems, delays, or adverse conditions which impaired the ability of Participant to meet any obligations if any were not met, favorable developments which enabled Participant to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results than planned, and any additional pertinent information related to contract performance.

#### 5. Quarterly Reports

The quarterly reports required under this Section 8.C. shall be submitted to the City no later than fifteen (15) days after the end of each quarter as measured by the calendar year.

### d. Procurement

#### 1. Compliance

The Subrecipients shall comply with any City policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

#### 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipients shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

#### 3. Travel

The Subrecipients shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

### e. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200

and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipients shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipients' control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until TWENTY (20) years after expiration of this Agreement (hereinafter "Required Period"). If the Subrecipients fail to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipients may retain real property acquired or improved under this Agreement after the expiration of the Required Period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipients for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

9. Relocation Real Property Acquisition and One-for-One Housing Replacement  
The Subrecipients agree to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act. The Subrecipients shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipients also agree to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

10. Personnel & Participant Conditions

- a. Civil Rights

1. Compliance

The Subrecipients agree to comply with all local and state civil rights laws and ordinances, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.

2. Nondiscrimination

The Subrecipients agree to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipients shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipients, in undertaking its obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipients with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Federal Anti-Discrimination

1. Anti-Discrimination

The Subrecipient agrees to comply with all applicable federal anti-discrimination laws and Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*.

## 2. Access to Records

The Subrecipients shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

## 3. Notifications

The Subrecipients will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipients' commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## 4. Non-discrimination Obligations

The Subrecipients will comply with non-discrimination obligations under Section 503 of the Rehabilitation Act and its implementing regulations.

## 5. Subcontract Provisions

The Subrecipients will include the provisions of Paragraphs 10(a) Civil Rights, and (b), Federal Anti-Discrimination, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## c. Employment Restrictions

### 1. Prohibited Activity

The Subrecipients are prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

The Subrecipients agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipients agree to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipients shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such

documentation shall be made available to the City for review upon request.

The Subrecipients agree that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of their obligation, if any, to require payment of the higher wage. The Subrecipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. Section 3 Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipients and any of the Subrecipients' subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipients, and any of the Subrecipients' subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipients certify and agree that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipients further agree to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12

U.S.C. 1701}. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipients further agree to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards}, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards}, housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipients certify and agree that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipients agree to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipients will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipients will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct

1. Assignability

The Subrecipients shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipients from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approval

The Subrecipients shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipients will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipients shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipients shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

### 3. Hatch Act

The Subrecipients agree that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

The Subrecipients agree to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipients shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipients shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipients, or any designated public agency.

### 5. Lobbying

The Subrecipients hereby certify that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 7. Religious Activities

The Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### 11. Environmental Conditions

#### a. Air and Water

The Subrecipients agree to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and

information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

b. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipients shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint

The Subrecipients agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

d. Historic Preservation

The Subrecipients agree to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

e. Radon

Subrecipients agree and acknowledge that radon gas will be considered in the contamination analysis required under HUD's contamination regulations at 24 CFR Part 50.3(i) and 58.5(i).

12. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. Waiver

The City's failure to act with respect to a breach by the Subrecipients does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. Additional Requirements

a. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

b. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

c. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

d. **General Laws.** Subrecipients shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

e. **City is subject to the Missouri Sunshine Law.** The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Subrecipients shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Subrecipients shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Subrecipients shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Subrecipients' business, operations,

financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

f. **Employment of Unauthorized Aliens Prohibited.** Subrecipients agree to comply with Missouri State Statute Section 285.530 in that Subrecipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Subrecipients shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Subrecipients shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Subrecipients shall require each subcontractor to affirmatively state in its contract with Subrecipient that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Subrecipients shall also require each subcontractor to provide Subrecipient with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

g. If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Subrecipients hereby certifies that Subrecipients are not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

h. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

i. Subrecipients warrant and guarantee that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, any state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.

j. **Notice To Transferees**  
If the Property Owner sells, transfers, exchanges or encumbers the property at any time after the initial date of CDBG expenditures on the property described in the Agreement, and prior to the Discharge Date, Agency and Property Owner shall notify City in writing thirty (30) days prior to closing and the Agency and Property Owner shall notify in writing and obtain the agreement of any buyer,

successor, transferee or lender, 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 prior to the Discharge Date if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

k. Compliance with Executive Orders. Agency and Property Owner shall comply with all applicable Executive Orders, including any amendments or revocations as may be applicable.

16. Additional Requirements related to Construction Projects

If the Project involves construction the following requirements apply.

a. Construction Safety Program Requirements

To the extent applicable to Subrecipients' Project, Subrecipients shall comply with Section 292.675 RSMo, and shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo., if they have not previously completed the program and have documentation of having done so. All employees working on the Project are required to complete the program within sixty (60) days of beginning Work on the Project. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The penalties for non-compliance are set forth in Section 292.675 RSMo., which provides for penalties of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

b. Missouri Prevailing Wage

1. Subrecipients shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto and the related regulations.

2. In the event prevailing wages are required to be paid in connection with this Project, Section 290.250 RSMo provides for penalties for noncompliance in the amount of one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates (the higher of the Missouri and Federal rates).

3. In the event prevailing wages are required to be paid in connection with this Project, Subrecipients, their contractor(s) and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of

Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

c. Bonding

In the event that the Project exceeds fifty thousand dollars (\$50,000.00), Subrecipients shall require its contractor(s) to provide Performance Bond and Labor and Material Payment Bonds. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and final acceptance.

17. Electronic Signature; Counterparts

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

18. Contract Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Project Scope
B	Approved Budget
C	Special Conditions

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

19. Entire Agreement

This agreement constitutes the entire agreement between the City and the Subrecipients for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipients with respect to this Agreement.

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

{Signatures on Following Page}

PARK AVENUE HOUSING DEVELOPMENT GROUP, LP., a Missouri Limited Partnership

By: PARK AVENUE HOUSING GP, LLC, a Missouri limited liability company, general partner

By: COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation, sole member

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

Bob Hutton, President

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

THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI

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

Randy Cole, Chief Executive Officer

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

CITY OF COLUMBIA, MISSOURI

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

De'Carlton Seewood, City Manager

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

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 26604130-504990 CDBG HOUSINGNS, G47117 & G47435 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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

Matthew Lue, Finance Director

## Exhibit A

## Project Scope

Name of Project: Redevelopment of Park Avenue Apartments

Location of Project: See Legal Description set forth below.

A. Approved Activities

The Subrecipients will be responsible for administering CDBG demolition, rehabilitation and construction program funding from the following program years in a manner satisfactory to City and consistent with any standards required as a condition of providing these funds.

Funding FY (reallocated)	Amount of Funding
FY 2020	\$13,082.47
FY 2021	\$70,849.05
FY 2022	\$356,068.48
FY 2023	\$400,000.00
Total funding:	\$840,000.00

Funding FY (acquisition and demolition)	Amount of Funding
FY 2019	\$44,454
FY 2020	\$35,000
FY 2021	\$30,000
FY 2022	\$50,000
FY 2024	\$7,184
Total funding:	\$166,638

Such program will include the following activities eligible under the Community Development Block Grant program:

*Program Delivery*

Activity #1 Removal of the buildings, property, and disposal of all debris located at Park Avenue Apartments, Columbia Missouri (See legal description below)

Activity #2 Grading and seeding to meet City code requirements

Activity #3 Capping and repairing or replacing sewer service lines

Activity #4 Subrecipients agree to redevelop 79 new high-quality and affordable units on the Property by December 30, 2026.

### *General Administration*

Subrecipients shall make reasonable efforts to ensure that said work is prosecuted regularly, diligently and uninterruptedly at a reasonable rate of progress. Demolition activity will include notification of all utilities, disconnection of utilities, hazardous waste evaluation and removal, capping the sewer service lines, demolition, appropriate disposal of all debris, grading to a rough finish, reseeding, and required erosion control during the project.

City may require the Subrecipients to repay expended funds if the Subrecipients fail to use the property for the development of new affordable housing for occupants at or below 80 percent median income by December 30, 2026.

### B. National Objectives

The Project will benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; and/or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

### C. Levels of Accomplishment-Goals and Performance Measures

Subrecipients agree to begin utilization of CDBG funds within 90 days of the Effective Date.

Subrecipients agree to have 50% of CDBG funds expended by June 1, 2025.

Subrecipients agree that all eligible costs associated with the Project for funding with this Agreement shall be incurred in accordance with all applicable federal funding deadlines.

Subrecipients agree that all work shall be completed and funds expended prior to December 30, 2025.

### D. Staffing

Subrecipients must retain adequate staffing of trained and qualified individuals as necessary to complete the Project in the time periods set forth herein.

### E. Legal Description of the Properties

LOTS 4, 5, 6, 7, 8, 9 AND 10 IN QUINN'S ADDITION TO THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK 50, PAGE 177, RECORDS OF BOONE COUNTY, MISSOURI.

LOTS 1 AND 2, EXCEPT THE EAST 15 FEET OF LOT 2, IN GUITAR'S ADDITION TO THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK 63, PAGE 85 RECORDS OF BOONE COUNTY, MISSOURI.

PART, OR ALL, OF LOTS 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374 AND 375 IN THE ORIGINAL TOWN, NOW CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN BOOK A, PAGE 335, RECORDS OF BOONE COUNTY, MISSOURI, BEING THAT CERTAIN TRACT OF LAND CONVEYED TO THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI BY WARRANTY DEED DATED FEBRUARY 28, 1962 AND RECORDED IN BOOK 315, PAGE 310, RECORDS OF BOONE COUNTY, MISSOURI.

Exhibit B  
Budget

<u>Line Item</u>	<u>Amount</u>
Salaries	\$0
Fringe	\$0
Office Space (Program Only)	\$0
Utilities	\$0
Communications	\$0
Reproduction/Printing	\$0
Supplies and Materials	\$0
Mileage	\$0
Audit	\$0
Other: Demolition, Design, Inspection and Construction Costs	\$1,006,638
Indirect Costs (Specify)	\$0
Total	\$1,006,638

Exhibit C  
Special Conditions

None