

INTERAGENCY AGREEMENT
FOR THE OBLIGATION OF AMERICAN RESCUE PLAN ACT FUNDING

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation on behalf of the City Manager's Office (hereinafter "City") and the City's Housing and Neighborhood Services Department ("Department"). City and Department are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 constituted a national emergency and the Governor of the State of Missouri declared a state of emergency in the State of Missouri;

WHEREAS, on March 16, 2020, the City Manager of Columbia, Missouri, issued a declaration of emergency and the City Council adopted Resolution 46-20 in support of the declaration of the state of emergency;

WHEREAS, On March 21, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund to provide support to state, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and its impacts on their communities, residents and businesses;

WHEREAS, the City identified Department's Project as a community need;

WHEREAS, City has determined that the program, service or capital expenditure does not conflict with or contravene the statutory purpose of ARPA and that the program, service or capital expenditure does not include a term or condition that undermines efforts to stop the spread of COVID-19;

WHEREAS, Department represents and warrants that Department is equipped, competent, and able to provide all of the work for the Project in accordance with the terms of this Agreement; and

WHEREAS, City has determined that Department's Project will thereby address the public health and economic needs of those impacted by the pandemic within the City of Columbia city limits, as well as addressing longstanding health and economic disparities which amplified the impact of the pandemic in disproportionately impacted communities within Columbia, resulting in more severe pandemic impacts. City has further determined that the proposed Project is related and reasonably proportional to the public health or negative economic impact of COVID 19, and desires to use ARPA funding for the proposed Project and related services.

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. Amount of Funding: Subject to the terms and conditions of this Agreement, the City agrees to provide Department one million dollars (\$1,000,000.00) for the Project.

2. **Project Scope:** The Scope of Department's Project includes the construction, rehabilitation, and preservation of affordable housing units for individuals earning up to 120% of the Area Median Income (AMI). The Project scope includes any of the following activities:
 - a. Rehabilitation and Preservation of existing affordable housing units, including but not limited to the following activities:
 - i. Insulation and weatherization of existing affordable housing units;
 - ii. Heating, ventilation and air conditioning repairs and improvements at existing affordable housing units;
 - iii. Rehabilitation of existing affordable housing units;
 - iv. Conducting home energy audits to support weatherization improvements of existing affordable housing;
 - b. Activities to support the Construction of New Affordable Housing Units, including but not limited to:
 - i. Purchase of land for the construction of new affordable housing units;
 - ii. Construction of new affordable housing units;
 - iii. Funding pre-development activities for the construction of future affordable housing units;
 - iv. Supporting cooperative affordable housing development with the Community Land Trust and/or the Housing Authority of the City of Columbia, Missouri.
3. **Use of Funds.** Department understands and agrees that the funds disbursed under this contract may only be used in compliance with section 603 of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Department agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603 of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Department also agrees to comply with all other applicable local, state and federal statutes, regulations, ordinances, and executive orders, and Department shall provide for such compliance by other parties in any agreements pertaining to the expenditure of these funds.
4. **Matching Funds.** No matching funds are required.
5. **Levels of Accomplishment, Goals and Performance Measures.** The Department must complete its Project over the period of this agreement, in accordance with the following:
 - a. The Department agrees to begin utilization of city funds within 90 days of the Effective Date.
 - b. The Department agrees that 50% of the funds will be expended by December 31, 2025.
 - c. The Department agrees that all work shall be completed, funds expended, and all close out requirements accomplished prior to December 31, 2026.
 - d. The Department's obligations 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 Department), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Department has control over City's funds, including program income.

- e. Should progress on the Project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Department to complete the project may be reviewed by the City Manager and City Council, and be subject to termination without reimbursement of additional expenditures.
 - f. Reporting: Department agrees to comply with any reporting obligations and recordkeeping requirements established by Treasury or the City, as it relates to this agreement that facilitate city's compliance with SLFRF program requirements.
- 6. Department acknowledges federal grant funds are being used to fund this Agreement. Department agrees to familiarize itself and comply with all conditions and requirements for the utilization of such grant funds, including, but not limited to those terms set forth herein (hereinafter "Grant Requirements"). Department shall include in contracts with its selected contractors and subcontractors provisions that require the contractors and subcontractors to comply with the Grant Requirements.
- 7. Financial Records and Document Retention, Inspection
 - a. Department must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. Department shall maintain a financial management methodology that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an allowable activity and allows required federal financial reports to be easily prepared.
 - b. Department shall have written policies and procedures to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and shall make its policies and procedures available to the City, upon request.
 - c. Department shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
 - d. Department shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of at least five (5) years from the date of the final payment by the City. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, Department shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later. If City is subject to any litigation, claim, negotiation, audit, or other action involving the records, the City will notify the Department in writing to extend the Department's retention period.
 - e. Inspection By State And Federal Representatives. The authorized representatives and agents of the City of Columbia, State of Missouri and the United States shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
 - f. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.
- 8. Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.
- 9. Termination by Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- 10. Termination for Convenience. City reserves the right to terminate the agreement at any time, for the convenience of the City, without penalty or recourse, by giving written notice to the

Department at least thirty (30) calendar days prior to the effective date of termination. Department shall be entitled to receive reimbursements for services and supplies delivered to and accepted by Department in accordance with the requirements of the Agreement which are received prior to the effective date of termination.

11. Termination for Default

a. Events of Default. A Party shall be considered in Default of this Agreement upon:

- i. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
- ii. The Party (a) becoming insolvent; (b) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (c) making a general assignment for the benefit of its creditors; or (d) consenting to the appointment of a receiver, trustee or liquidator;
- iii. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- iv. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

b. Upon the occurrence of an event of Default, the City may cancel the Agreement. The City may give Department an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than thirty calendar days from notification, or at a minimum, the Department must provide the City within ten working days from the notification a written plan detailing how the Department intends to cure the breach. If Department fails to cure the breach within thirty calendar days or such further date that the City has specified in writing in response to Department's written plan, the City will issue a notice of cancellation terminating the Agreement immediately. If it is determined the City improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

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

13. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

14. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

15. 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.

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

{Signatures on Following Page}

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

City of Columbia Housing and Neighborhood Services Department

By: Rebecca Thompson
Rebecca Thompson, Director

Date: 10/21/2024

CITY OF COLUMBIA, MISSOURI on behalf of the City Manager's Office

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 11008500-504990 ARPA-COUNCIL-CITY-WEATHER and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director