

EXHIBIT D
CDBG GRANT AGREEMENT

THIS AGREEMENT, made and entered into the date of last signatory below and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Family Health Center of Boone County, a non-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 is qualified and meets all requirements of funding of Community Development Block Grant funds under the rules and regulations of the U.S. Department of Housing and Urban Development, and

WHEREAS, Agency is in need of renovating facilities at the Boone County Family Health Center 1001 West Worley, to improve patient services by replacing flooring in the front lobby and adding ADA automatic door openers; all of which will benefit low and moderate income citizens as required by the U.S. Department of Housing and Urban Development.

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

1. Statement of Work:

a. The City agrees to provide the Agency FIFTEEN THOUSAND NINE HUNDRED AND NINE DOLLARS (\$15,909) to renovate facilities, in accordance with items included in FY2018 application for Community Development Block Grant funding submitted by the Boone County Family Health Center. Funding shall be provided in the form of a grant, while providing services available to primarily lower income households.

b. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices, and shall be completed by December 31, 2019.

c. 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.

2. Payments:

a. Upon presentation of proper documentation by 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 Boone County Health Center necessary for the facility to meet ADA requirements in accordance with code requirements of the City of Columbia and the Uniform Federal Accessibility Standards. Final payment shall not be made until compliance with City code requirements are met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; lien waivers from contractors, material suppliers, and subcontractors; payrolls from all contractors indicating compliance with Federal Labor standards provisions, including a review of payrolls and employee interviews indicating compliance with prevailing wage requirements; 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.

3. Matching Funds: Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.

4. City Recognition: 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.

5. 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 comply with all other uniform administrative requirements of the Community Development Block Grant Program, including 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

c. Upon completion of the project, the Agency shall survey the income level, race, ethnicity, and household status of each of the households benefiting from programs operating at the facility for a minimum period of six months subsequent to the completion of the project. Survey information must be summarized on a form to be provided by 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.

6. 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 will 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 (46 U.S.C. 2786a) with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including workman and guards) employed on federally assisted contracts be paid wages for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; the Federal Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. requiring that covered employees be paid at least the minimum prescribed wage, and that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

c) 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.

d) 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.

e) In accordance with the provisions of 2 CFR 200, 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 2 CFR 200.

f) The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 2 CFR 200; 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.).

g) The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.

h) 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.

i) The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.

j) The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 2 CFR 200.112, 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.

7. Compliance: 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.

8. 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.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Date
Sheela Amin, City Clerk

BY: _____
Date
Mike Matthes, City Manager

APPROVED AS TO FORM:

FAMILY HEALTH CENTER OF BOONE COUNTY

Date
Nancy Thompson, City Counselor

BY: _____
Date
Jack Kelly, CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26604130 504990 CDBG COMMDEV, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Date
Director of Finance