

**EXHIBIT B**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this 4 day of October 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Centro Latino De Salud, Educacion y Cultura, 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 the exterior of its facility; that provides various programming the central city area, particularly for Latino and minority populations, in the areas of health, education, youth programming and cultural resources;

WHEREAS, the Agency owns a building that should be improved to provide the Agency's various programming and services located at 609 N. Garth Columbia, MO 65203, legally described as:

Lot Numbered Six (6) in Crane's Subdivision of Lots One (1) and Ten (10) in John Stewart's Subdivision of Lots Twenty-nine (29) and Thirty-Two (32) of Garth's Subdivision of Garth's Addition to the City of Columbia, Missouri.

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

1. Statement of Work:

- a. The City agrees to provide the Agency TWENTY FIVE THOUSAND DOLLARS (\$25,000) to provide improvements to the building and property, located at 609 N. Garth Columbia, MO 65201; in accordance with items included in FY2016 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. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 25 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, 2017.
- b. The Agency agrees to have 50% of CDBG funds expended by July 1, 2017.
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2017.
- 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 609 N. Garth consistent with the agency's FY 2016 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. Matching Funds: The Agency agrees to document all 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. 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.

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 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 provide information, in a format prescribed by the Department of Housing and Urban Development. Information proving the income of each person utilizing the facility shall be provided to the City after project completion.
- 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, Davis Bacon Act with respect to prevailing wage rates; 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. 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.
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

  
Sheela Amin, City Clerk

By:   
Mike Matthes, City Manager

APPROVED AS TO FORM:

Date: 9-21-16

  
Nancy Thompson, City Counselor

CENTRO LATINO DE SALUD, EDUCACION Y CULTURA

By:   
Eduardo Crespi, Executive Director

Date: 10-4-2016

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, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore <sup>647166</sup>

 Date 9/21/16  
Michele Nix, Director of Finance

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