

CDBG GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the date of last signatory noted below (hereinafter “Effective Date”), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and Central Missouri Community Action, a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

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

WHEREAS, Agency is qualified and meets all requirements of funding of CDBG funds under the rules and regulations of the U.S. Department of Housing and Urban Development, and

WHEREAS, Agency provides technical assistance to small businesses and microenterprise organizations that meet CDBG low to moderate-income criteria and is in need of funding to expand technical assistance to low to moderate-income entrepreneurs.

NOW, THEREFORE, City and Agency agree as follows:

1. Statement of Work: The City agrees to grant the Agency SIXTY-FIVE THOUSAND DOLLARS (\$65,000) in FY 2024 CDBG funds for providing technical assistance to business owners and businesses that meet HUD income eligibility requirements.
2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to assist at least 130 individuals.

The Agency agrees that work performed under this Agreement shall be completed as follows:

- a. The Agency agrees to begin utilizing funds within 45 days of the agreement being approved.
- b. The Agency agrees to have 50% of CDBG funds expended by July 1, 2025.
- c. Agency agrees that all work shall be completed and funds expended by December 31, 2025.

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 Housing and Community Development Commission (HCDC) and City Council, and subject to termination without reimbursement of additional expenditures at City’s sole discretion.

3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200 and be an eligible activity consistent with 24 CFR 570.201(e). Services represented under this agreement must also represent a quantifiable increase in the level of the existing service provided by the Agency. Failure to meet a national objective or eligible activity requirements or a quantifiable increase in level of service shall require immediate repayment of all funds to the City of Columbia.
4. Performance Monitoring: The City will monitor the Agency against the goals and performance standards stated above. Consistently substandard performance as determined by the City will constitute non-compliance with this Agreement.
5. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed Sixty-five Thousand Dollars (\$65,000); which includes the costs of labor and materials to provide this service. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate funds under this agreement until the following has occurred: (1) income verification documentation, including: copies of

applications and income verifications qualifying households benefiting from project activities have been provided to the City; along with a copy of a signed agreement between the participant and CMCA detailing the services being provided, detailed list of services provided and being billed for, and any additional backup documentation requested by City staff to demonstrate the completion of services provided. City may require such additional documents and verification, as City deems necessary.

6. Environmental Review: The Agency shall not obligate funds under this agreement before completion of the environmental review process by the City and HUD has issued a release of funding, where applicable, for funds obligated under this agreement.
7. City Recognition: The Agency shall ensure recognition of the role of the City's CDBG Program in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
8. 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 HUD. Such reports shall include an annual performance report to be provided to the City Department of Planning and Development before January 15th of each year.
 - b. The Agency agrees to 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. The Agency shall provide data demonstrating client eligibility for services provided. Information provided shall include a client certification, including all sources of income, and third party income verification for each client. Summary client data shall be provided to the City each time funds are requested; and shall include, client name, address, income level, gender, race, and description and location of service provided. Such information shall be made available to City monitors or their designees for review upon request. The Agency shall ensure that all clients meet the Agency eligibility criteria presented in its application to the City.
 - d. The Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.
9. Conditions of Funding Assistance; It is further agreed that the CDBG funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of low-income citizens.
10. Indemnification. The Subrecipient, its assignees, successors, and heirs indemnify and hold harmless the Recipient against any losses, damages, claims, expenses, and liabilities (if any) arising out of either this Agreement or any use by the Subrecipient or any other party of these subgranted funds or property.
11. 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 all laws governing fair housing and equal opportunity including but not limited to: 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 all laws and regulations regarding equal opportunity in employment and contracting including but not limited to: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
 - d. 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.)
 - e. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
 - f. 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.
 - g. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
 - h. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
 - i. The Agency agrees to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act (if applicable) and state laws with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
 - j. Agency shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - k. 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 85.4 at City's sole discretion.
 - l. 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.
 - m. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 2 CFR 200, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. These provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency.
12. Certification of Agency Regarding Debarment: Agency certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Agency, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Agency will accomplish this by: (1)

Checking the System for Award Management at website: <http://www.sam.gov>.; (2) Collecting a certification statement similar to the Certification of Agency Regarding Debarment above; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the U.S. Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered into the covered transaction, the U.S. Treasury may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. Certification Regarding Lobbying: Agency certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - d. 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. Code. 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.
14. Compliance with Laws. Agency shall comply with all applicable laws, ordinances, codes, and regulations of the United States, State of Missouri, and the City of Columbia, including but not limited to Section 285.530 RSMo.
15. Section 200.322 Domestic Preferences for Procurements; and the Build America, Buy America Act. To the greatest extent consistent with law, Agency shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel cement, and other manufactured products). The requirements of this section 200.322 and the Build America, Buy America Act must be included in all subcontracts and purchase orders for work or products under this award, as those terms are defined in Section 200.322 of Title 2, Subtitle A, Chapter II, Part 200 Subpart D, and in the Build America, Buy America Act.
16. Never Contract with the Enemy. Agency shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.
17. Whistleblower. Agency shall comply with the Whistleblower protections, provided in federal law and regulations.
18. Compliance. Upon finding that the Agency materially fails to comply with any term of this Agreement, subject to the provisions of Paragraph 8, the City may require that any ARPA funds on hand at the time of such funding shall be transferred to the City of Columbia and future assistance may be denied.
19. Federal Funding Accountability and Transparency Act of 2006. Agency shall provide City with all information requested by City to enable City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

20. Governing Law and Venue. This Agreement 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.
21. 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, along with a full accounting for expenditures as required by this Agreement.
22. Counterparts and Electronic Signatures: 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.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

Date _____
Sheela Amin, City Clerk

BY: _____ Date _____
De'Carlton Seewood, City Manager

APPROVED AS TO FORM:

CENTRAL MISSOURI COMMUNITY ACTION

Date _____
Nancy Thompson, City Counselor

E-SIGNED by Darin Preis
BY: on 2024-11-18 18:58:22 GMT Date November 18, 2024
Darin Preis, Executive Director

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 HOUSINGNS, G47153, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor

Date _____
Matthew Lue, Director of Finance