

EXHIBIT D
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 Child Abuse and Neglect Emergency Shelter, Inc., d/b/a Rainbow House, 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; and

WHEREAS, Agency is in need of funds to replace and upgrade the HVAC and ducting systems, and repairs to the sprinkler system as identified by the State of Missouri Fire Marshall at Rainbow House located at 1611 Towne Drive, Columbia, MO 65202. Rainbow House serves vulnerable low income children with residential services, therapeutic services and education in the Columbia area; and

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, the Agency owns the facility that should be improved to enhance services provided the vulnerable low-income children 1611 Towne Drive, Columbia, MO 65202, legally described as;

LOT 4A-2 OF THE ADMINISTRATION SUBDIVISION REPLAT OF TRACT 4A OF
ADMINISTRATION SUBDIVISION OF TRACT 4 OF WHITE GATE COMMUNITY, IN
COLUMBIA, MISSOURI, AS SHOWN BY THE SURVEY RECORDED IN BOOK 1404,
PAGE 838, RECORDS OF BOONE COUNTY.

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

1. Statement of Work:

- a. The City agrees to provide the Agency FIFTY-THREE THOUSAND NINE HUNDRED DOLLARS (\$53,900) to provide improvements to the building, located at 1611 Towne Drive, Columbia, MO 65202; in accordance with items included in FY2021 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 immediate repayment of all funds to the City of Columbia.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 10 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, 2022.
- b. The Agency agrees to have 50% of CDBG funds expended by June 30, 2022.
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2022.
- d. Should progress on this project fall short of any one of the above listed milestones, the amount of funding, timeframe for 50% project completion, or the ability of the Agency to complete the project may be reviewed by the Housing and Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures at City's sole discretion.
- 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 1611 Towne Drive, Columbia, MO 65202, consistent with the agency's FY 2021 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 documenting service to homeless or near homeless populations 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 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, 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.
- k. No part of these funds may be used to support inherently religious activities such as worship or religious instruction. Any such activities must be offered separately than activities or facilities funded by CDBG in time or location. Agency shall serve all eligible beneficiaries without regard to religion in the application and use of the CDBG funds.

- 8. Compliance: Upon finding by the City 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

Date _____
Sheela Amin, City Clerk



BY: _____ Date _____
~~John G. Moseley, City Manager~~
De'Carlton Seewood, City Manager

APPROVED AS TO FORM

CHILD ABUSE & NEGLECT EMERGENCY
SHELTER, INC. d/b/a Rainbow House

Date _____
Nancy Thompson, City Counselor

DocuSigned by:
Melissa A. Faurot 11/9/2021
BY: _____ Date _____
2BD3E1DE79AF424
Melissa A. Faurot Executive Director

Title

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 G47517, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Date _____
Matthew Lue, Director of Finance