AFFORDABLE, TRANSITIONAL HOUSING FUNDING AGREEMENT

THIS AGREEMENT, made and entered into, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Love Columbia, Corp., a nonprofit corporation of the State of Missouri (hereinafter "Agency") with an effective date of the last party's execution of this Agreement.

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 transitional housing as a community need to assist with the public health or negative economic impact of COVID-19;

WHEREAS, the City identified that the Agency's Project, as hereinafter described, 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;

WHEREAS, Agency is in need of funds to construct six additional units of transitional housing in Columbia, Missouri for housing low income populations;

WHEREAS, the Agency now owns a qualifying property that will be developed to provide decent transitional housing on its real property legally described as:

> A tract of land containing 1.01 acres, more or less, located in the Southwest Quarter (SW 1/4) of Section Seven (7), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, containing all of Lots One (1), Two (2), Five (5), Thirty-three (33) and Thirty-four (34), and part of Lots Three (3), Four (4) and Thirty-hvo (32), in Block Two (2) of Kelly's Addition to the City of Columbia, Boone County, Missouri, recorded in Book 37, Page 471, Records of Boone County, Missouri, said tract of land being shown and described as Tract Two (2) of the survey recorded March 4, 2020 as Instrument No. 2020004160 in Book 5148, Page 98, Records of Boone County, Missouri.

WHEREAS, Agency represent and warrant that Agency is equipped, competent, and able to provide all of the work for the above-described project ("Project") in accordance with the terms of this Agreement; and

WHEREAS, City 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, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Statement of Work

Subject to the terms and conditions of this Agreement and contigent upon Agency obtaining all regulatory approvals, the City agrees to provide the Agency SIX HUNDRED THOUSAND DOLLARS ($600,000.00) to develop six transitional housing units in Columbia, Missouri on the property legally described above; in accordance with items included in its application for ARPA funding submitted 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 comply with Section 603 of Title VI of the Social Security Act, the terms of this Agreement, or for uses prohibited by Section 603 of Title VI of the Social Security Act, prior to the Discharge Date. Failure of Agency to comply with all terms, conditions and requirements of the ARPA Program prior to the Discharge Date shall require repayment of funds to the City of Columbia upon demand.

2. Long Term Loan and Affordability Covenant

   a. Term of Agreement and Term of Loan. The term of this Agreement and the loan is for a period of twenty (20) years. Upon the expiration of such term ("Discharge Date"), this Agreement shall terminate and the loan shall be automatically cancelled, discharged and deemed forgiven, provided that the City has not previously declared a default and demanded payment as provided herein or in the Promissory Note or Deed of Trust to be executed herewith.
   b. Affordability Period. The affordable, transitional housing project being financed has an affordability period of not less than twenty years after the project or assisted units are available for occupancy after having received the city's investment. The start date of the affordability covenant may conform to the start date of other covenants on the same project or units that are required by another source of federal or state funding associated with the projects or units. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2.
   c. If Agency uses Low Income Housing Credits (LIHTC) under section 42 of the Internal Revenue Code of 1986 (the Code) for this project, Agency shall agree, as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in section 42(h)(6)(F) of the Code); and Agency must agree to repay any loaned amounts to the City at the time the project becomes non-compliant, including if such project ceases to satisfy the requirements of a qualified low-income housing project (as defined in section 42(g) of the Code) or a qualified residential rental project (as defined in section 142(d) of the Code), or if such project fails to comply with any of the requirements of the extended low-income housing commitment that are described in section 42(h)(6)(B)(i)-(iv) of the Code.
   d. Loan modifications are permitted if the modifications do not result in repayment of all or substantially all funds to the City prior to the end of the affordability period.

3. Levels of Accomplishment – Goals and Performance Measures

The Agency shall construct 6 residential units over the period of this agreement, in accordance with the following:

   a. The Agency agrees to begin utilization of city funds within 90 days of the Effective Date.
   b. The Agency agrees that all eligible costs associated with the Project for funding with this Agreement shall be incurred no later than December 31, 2024.
   c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2026.
   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 Housing and Neighborhood Services Department Director and City Council, and be subject to termination without reimbursement of additional expenditures.
   e. The Agency'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 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 city's funds, including program income.

4. Payments

   a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency for the Agency's costs of construction and design and inspection services, including all improvements to the real property, Columbia, Missouri for which the City is being billed consistent with the Agency's ARPA 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 (if applicable) and state 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. To the extent applicable to this Project, the Agency shall not obligate funds for payment for construction activities under this agreement until the Agency has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the Agency from the Department of Housing and Urban Development and/or the U.S. Treasury.

5. Matching Funds
   No matching funds are required.

6. Recognition
   The Agency shall ensure recognition of the role of the City's ARPA funds in providing services and funding through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1214 awarded to City of Columbia, Missouri, by the U.S. Department of the Treasury."

7. Records and Reports:

   a. The Agency shall provide all information needed for monitoring purposes by the City, the U.S. Treasury, 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, the U.S. Treasury, and the Department of Housing and Urban Development.

   b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the ARPA Program (if ARPA funding is used).

   c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development or U.S. Treasury, concerning the following: demographics of each occupant; the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the City upon request.
   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.

   e. AUDIT: Agency must maintain an acceptable cost accounting system. Agency agrees to provide the City, the U.S. Treasury, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Agency which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Agency agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

8. Termination.
    a. Termination for Cause. In the event that Agency fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR § 200.339 through 200.343. Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following: (i) Reasonable description of the default/reason for termination; (ii) Demand for a cure; and (iii) Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than thirty, nor more than sixty, days. Such times shall be measured from the actual receipt of said notice. In the event of termination of this Agreement by the City, when termination is due to noncompliance as set forth above, Agency shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, Agency may also be required to refund all the funding awarded during the period of this Agreement that have already been spent by Agency and reimbursed by the City. If Agency cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.
    b. Termination by Mutual Agreement. The parties may agree to terminate this Agreement for their mutual convenience. The Parties will state the effective date of the termination and the procedures for proper closeout of the Agreement, which shall be documented in writing and signed by both parties.

9. 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, 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. The Agency shall use the HUD Part 5 definition of income for determining occupant eligibility. Occupant income must be verified for all new residents using source documentation accordance with 24 CFR 92.203(a)(1)(i). Occupant households must be at 60% or below the HUD defined area median income level. Source documentation must be reviewed at the time of signing a lease agreement and at least every 6 years thereafter.

l. If any unit is rented, rent rates shall be approved by the City of Columbia and in accordance with annual limits provided by HUD. The Agency must obtain City approval before implementing rent increases.

m. This project must meet requirements of the Uniform Relocation Act (URA).

n. The Agency shall maintain a Section 3 and MBE/WBE plan to ensure adequate marketing and solicitation of Section 3 and MBE/WBE contractors.

o. If any of the units are rented, the Agency shall establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d).

p. If any of the units are rented, the Agency shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).

q. If leases are used, the Agency shall utilize 1 year leases with occupants unless mutually agreed to by the occupant and Agency. The Agency shall not include prohibited lease provisions identified under 24 CFR 92.253.

r. The Agency shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall 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.

s. The Agency shall be subject to annual monitoring to review the funded units for compliance under 24 CFR 92.504(d)(1). The City reserves the right to conduct file reviews on a more frequent basis based on compliance deficiencies identified in previous monitoring reports.

t. Program Income. Per 2 CFR 200.307, the U.S. Treasury specified that recipients may add program income to the Federal award. Any program income generated from the use of the funds must be used for the purposes and under the conditions of the Federal award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated

under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds **is not** program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1. The program income requirements of 2 CFR 200.307 do not apply if the City's funding for this Agreement is under the revenue loss eligible use category.

10. 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.

11. 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.

12. Federal Funding

The Parties agree that the City may use ARPA funding for this loan. Agency shall comply with any and all requirements that apply to the use of federal funding, including but not limited to those set forth herein.

13. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Agency should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, and contractors to adopt and enforce policies that ban text messaging while driving, and Agency should establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Procurement Of Recovered Materials
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Agency and must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. 2 CFR Section 200.216 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.
Agency shall not procure any equipment, services or systems that use any prohibited, covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system pursuant to Section 200.216, of Title 2, Subtitle A, Chapter II, Part 200, Subpart C.

17. 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

18. 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

19. 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.

20. Whistleblower
Agency shall comply with the Whistleblower protections, provided in federal law and regulations.

21. 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.

22. 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).

23. 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.

24. Americans With Disabilities Act

Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves providing services directly to the public, Agency shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Agreement involves the funding of construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act.

25. Notice To Transferees

If the Agency sells, transfers, exchanges or encumbers the property at any time after the initial date of ARPA or city expenditures on the property described in the Agreement, and prior to the Discharge Date, Agency shall notify City in writing thirty (30) days prior to closing and the Agency shall notify in writing and obtain the agreement of any buyer, successor, transferee or lender, or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Agency agrees that the City may void any sale, transfer, exchange or encumbrance of the Property prior to the Discharge Date if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

{Signatures on following page}

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

LOVE COLUMBIA, CORP.

By: _____
Carson Coffman, President
Date: _____

CITY OF COLUMBIA, MISSOURI

By: _____ SKB
De'Carlon 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 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director