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Exhibit B
CDBG GRANT A G R E E M E N T

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 the Independent Living Center of Mid-Missouri, Inc., (d/b/a Services for Independent Living), a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

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

WHEREAS, Agency provides services for persons with disabilities and the elderly; 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, Agency provides for home modifications to provide accessibility for persons with disabilities and the elderly and is in need of funding to expand their home modification program,

NOW, THEREFORE, City and Agency agree as follows:

1. Statement of Work: The City agrees to grant the Agency NINETY-FIVE THOUSAND DOLLARS ($95,000) in FY 2023 CDBG funds for the purpose of providing home modifications repairs that will result in accessibility for persons with disabilities.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to assist approximately 30 households that include persons with physical disabilities as defined by HUD eligibility rules. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices and agrees to complete work 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, 2024.
   c. Agency agrees that all work shall be completed and funds expended by December 31, 2024.

   Should progress on this project fall short of any one of the above listed milestones, the amount of funding, time frame 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.

3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require immediate repayment of all funds to the City of Columbia.

4. Payments:

   a. Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed $95,000; which includes the costs of labor, materials and inspection services. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency.

   b. The Agency shall not obligate construction funds under this agreement until the following has occurred: (1) documentation is completed in the Agency's project file proving compliance with Federal requirements regarding competitive procurement of construction contractor(s) and inspection services, independent of the contractor, to be used for each job; in accordance with the Agency's procurement policy; (2) completion of the "Tier 2" environmental review process for each project to be completed prior to the commencement of construction activities; (3) 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 with the owner of the property; upon which,

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accessibility improvements will be made. City may require such additional documents and verification as City deems necessary.

5. 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 for funds obligated under this agreement.

6. City Recognition: The Agency shall ensure recognition of the role of the City's Community Development Block Grant 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.

7. 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. 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.

8. Conditions of Funding Assistance; It is further agreed that the Community Development Block Grant 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.

9. Other Provisions.

   a. 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 assist the City in compiling information to complete the Section 106 Historic Preservation process regarding client properties approved for assistance.

   c. The Agency agrees to comply with Federal Lead-Based Paint hazard control and worker protection requirements at 24 CFR Part 35 and 29 CFR Part 1926 (OHSA); and shall ensure compliance regulations promulgated by the Environmental Protection Agency concerning occupant and worker protection in renovation and remodeling activities. The Agency agrees not to expend more than $5,000 in CDBG assistance on any structure without prior authorization regarding lead hazard control activities from the City.

   d. 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.

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e. 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.

f. 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.

g. 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.

h. 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.

10. 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.

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:

_____Date_____
Sheela Amin, City Clerk

CITY OF COLUMBIA, MISSOURI

BY: _____Date_____
De'Carlon Seewood, City Manager

APPROVED AS TO FORM:

_____Date_____
Nancy Thompson, City Counselor

INDEPENDENT LIVING CENTER OF MID-MISSOURI

DocuSigned by:
BY: Patrick Lee Date 1/19/2024
Patrick Lee, 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, G47161, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

_____Date_____
Matthew Lue, Director of Finance