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Exhibit C
AGREEMENT

THIS AGREEMENT, made and entered 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 Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter, "Agency"). The period of this agreement ends on the 30th day of June 2025.

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, the Agency has applied for funding to assist very low income households to make rental payments; which, but for HOME funding, these households could not support themselves with available funds;

NOW, THEREFORE, be it resolved that the City and the Agency agree as follows:

1. Eligible Activities:

a. The City agrees to provide the Agency ONE HUNDRED THOUSAND DOLLARS ($100,000) for HOME eligible activities as are defined in the HOME regulations at 24 CFR Part 92.206 for the purpose of providing rental assistance payments to tenants with special needs and are either homeless or in danger of becoming homeless. The Agency shall use these funds in accordance with flexibilities and waivers granted by the Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law on March 27, 2020.

b. The Agency shall not use these funds for the purposes of prohibited activities as defined by 24 CFR Part 92.214, unless otherwise allowed under the flexibilities and waivers granted by the Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law on March 27, 2020. Payments will be made to the Agency on a regular basis based on monthly reports providing an estimate of tenant and HOME payments and a summary of invoices supporting the report, and such other documents as City shall require.

c. A portion of the total amount of HOME funds provided under this agreement, not to exceed $10,000 is eligible to be used for administrative costs, with not more than $2,500 to be used at the end of each three month period beginning on the date that TBRA funds under this agreement are first drawn by the Agency. Be it further understood that the administrative funds available is further capped at 10% of the amount of program income collected by the City of Columbia during the period of this agreement.

d. Units assisted with Tenant-Based Rental Assistance shall comply with the City's Property Maintenance Code and HUD's Housing Quality Standards at 24 CFR 982-401.

e. The Agency shall ensure eligible tenants shall have a written Agreement with an agency providing supportive services prior to providing Tenant-Based Rental Assistance.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide HOME funds to provide rental assistance to at least 16 households over the period of this agreement, in accordance with the following:

a. The Agency agrees to begin utilization of HOME TBRA funds for services prior to January 1, 2024;
b. The Agency agrees that funding shall be at least 50% expended by September 30, 2024;
c. The Agency agrees that this project shall be complete by June 30, 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 Community Development Commission and City Council, and necessary amendments will be made to this agreement, in City's sole discretion.

3. Matching Funds: The Agency shall, on a quarterly basis, report on the use of other agency resources. The Agency shall require participating supportive service providers to document the amount of funding expended for supportive services provided on a quarterly basis. Such documents shall be provided to City for review.

4. The following other Provisions Apply as required by 24 CFR Part 92:

a. For HOME assisted rental units assisted under this agreement, the Agency agrees to abide by all relevant HOME program procedures; including but not limited to provision to the city of rent and income information, demonstrating that rents are affordable according to HOME requirements for the periods of time specified in 92.252(e), commencing with the date HOME funds are first provided. The Agency agrees to allow the City to review and approve

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all proposed rents and the Agency must provide tenants not less than 30 days prior written notice before implementing approved increases in rents.

b. Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- 2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966- 1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise); the nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.

c. The Agency must establish a minority outreach program described at 24 CFR 92.351(b).

d. Disclosure requirements. Agency shall 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. Debarred, suspended or ineligible contractors. Agency shall comply with the prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.

f. Agency shall 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 comply with the administrative requirements at 24 CFR Part 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 - 34, 85.36, 85.44, 85.51, and 85.52.

h. Agency shall comply with Lead-Based Paint requirements at 24 CFR Part 35 and State of Missouri Lead Paint regulations at 19 CSR 30-70.110 - 640.

i. Agency shall comply with flood insurance requirements at 92.358.

j. Agency shall comply with prohibited lease terms at 92.253.

4. Records and Reports:

a. The Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency shall permit the City to inspect all assisted housing.

b. The Agency shall retain all records pertinent to the HOME program described at 92.508 (3)(4)vi-viii,(7)(i)(A)&(B), and (ii) - (viii) and allow access to such records upon request and during monitoring visits.

c. The Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant names, addresses, income levels or other basis for determining eligibility, gender, race and size of households. Such information shall be made available to City monitors or their designees for review annually or upon request. The City shall be allowed to inspect the premises on an annual basis to determine compliance with housing codes.

5. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

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

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ATTEST:

Sheela Amin, City Clerk

CITY OF COLUMBIA, MISSOURI

BY: _____
De'Carlon Seewood, City Manager Date

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

HOUSING AUTHORITY OF THE CITY OF COLUMBIA

BY: DocuSigned by: Randy Cole 1/19/2024
Randall Cole, Executive Director, Date

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26704131-504990 HOUSINGNS-G44142, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Matthew Lue, Director of Finance Date