

SUBRECIPIENT 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 State of Missouri Housing and Development Commission issued a notice of funding availability for Housing Stability and Eviction Diversion funds and Agency requested \$600,000 in its application;

WHEREAS, the State of Missouri awarded Agency funding in the amount of \$540,000;

WHEREAS, Agency is in need of additional funds for its work to prevent evictions and help ensure long-term housing stability for eligible Missouri renters, ("Project"), and Agency will utilize the additional funding for the Project to provide long-term housing stability for eligible Columbia renters;

WHEREAS, the City identified Agency's Project as a community need;

WHEREAS, City has determined that the program, service or capital expenditure does not conflict with or contravene the statutory purpose of ARPA and that the program, service or capital expenditure does not include a term or condition that undermines efforts to stop the spread of COVID-19;

WHEREAS, Agency represent and warrant that Agency is equipped, competent, and able to provide all of the work for the Project in accordance with the terms of this Agreement; and

WHEREAS, City has determined that Agency's Project 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. City has further 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.

Article I-Project Scope

1. Project Scope. The Scope of Agency's Project includes providing assistance and eviction relief, case management, and legal services in accordance with the Missouri Housing Development Commission's Housing Stability and Eviction Diversion program requirements and guidelines, which are set forth in Exhibit A, to City of Columbia residents. The Scope of Agency's Project also includes providing rental assistance payments to tenants who are either homeless or in danger of being homeless City of Columbia residents in accordance with the program parameters set forth in Exhibit B.

Article II-Amount of Funding

1. Amount of Funding. Subject to the terms and conditions of this Agreement, the City agrees to provide Agency three hundred fifty thousand dollars (\$350,000.00) for the Project.
2. Matching Funds. No matching funds are required.
3. Subject to the availability of federal funding for this project, payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract may be terminated if funding becomes unavailable in whole or in part, and the City shall have no obligation to continue payment following written notification to Agency that such funds are no longer available for such purposes.
4. Reversion of Assets. Upon expiration of this agreement, the Agency must transfer to the City any ARPA funds on hand at the time of expiration and any accounts receivable attributable to the use of ARPA funds.

Article III-Levels of Accomplishment, Goals and Performance Measures

1. The Agency must complete its Project 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 50% of the funds will be expended by December 31, 2025.
 - c. The Agency agrees that all work shall be completed, funds expended, and all close out requirements accomplished prior to December 31, 2026.
 - d. 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.

e. Should progress on the 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 City's designated Department Director and City Council, and be subject to termination without reimbursement of additional expenditures.

2. Monitoring. Agency must comply with the monitoring requirements set forth in Exhibit C.

Article IV-Payments and Invoicing

1. The total payments to Agency for all services and expenses shall not exceed the amount specified in Article II, section 1.

2. Payments will be made to the Agency on a regular basis based on monthly reports providing an estimate of tenant's rent and assistance payments, and a summary of invoices supporting the report and such other documents as City shall require.

3. A portion of the total amount of ARPA funding provided under this agreement, not to exceed thirty-five thousand dollars (\$35,000) is eligible to be used for administrative costs. The administrative funds available is further capped at the indirect cost rate set forth in Attachment 1.

4. Agency shall invoice the City on the Agency's original descriptive business invoice form and submit the invoice to the following email address: grants@como.gov.

5. Upon the receipt and approval of an invoice and presentation of proper documentation by the Agency, City will pay Agency monthly.

6. If City denies a request by Agency for payment or reimbursement, City will provide Agency with written notice of the reason(s) for denial. After receipt of such written notice, Agency shall have fifteen (15) calendar days to cure the cause for denial of payment or reimbursement.

7. Notwithstanding any other payment provision of the contract, if Agency fails to perform required work or services, fails to submit reports when due, or is indebted to the United States or the City of Columbia, City may withhold payment or reject invoices under the contract.

8. Agency shall submit the final invoice no later than November 15, 2026. The City shall have no obligation to pay any invoice submitted after the due date.

9. Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to Agency. City shall not pay nor be liable for any

other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

10. If Agency is overpaid by City, the Agency, upon notification by City, shall provide the City with (a) a check payable as instructed by the City or (b) deduct the overpayment from the present invoice and, if necessary, any future invoice(s), as requested by the City.

11. Duplicate Sources Of Funding: Agency certifies that the expenditure of City ARPA funds is essential to its performance of the Project and the provision of the services covered by this Agreement. Agency is expected, to the greatest extent possible, to maximize funding from all other sources for the program and services covered under this agreement. Agency shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the program and services covered under this Agreement. Agency certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the services covered by this Agreement. City reserves the right, upon reasonable notice to Agency, to perform an audit of payments received and funds expended by Agency from all sources to verify compliance with this provision.

Article VI-Term

1. Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.

Article VII-Termination

1. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

2. For Convenience.

a. City reserves the right to terminate the agreement at any time, for the convenience of the City, without penalty or recourse, by giving written notice to the Agency at least thirty (30) calendar days prior to the effective date of termination. Agency shall be entitled to receive reimbursements for services and supplies delivered to and accepted by Agency in accordance with the requirements of the Agreement which are received prior to the effective date of termination.

b. Due to Improper award. City may terminate the Agreement for convenience if the Agreement was not properly awarded, when there is clear evidence that the contract or subaward was improper, the City documents that determination that it was not properly awarded, and the original contract or subaward was entered into by the City in good faith.

3. Termination for Default.

a. Events of Default. A Party shall be considered in Default of this Agreement upon:

1. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;

2. The Party (a) becoming insolvent; (b) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (c) making a general assignment for the benefit of its creditors; or (d) consenting to the appointment of a receiver, trustee or liquidator;
3. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or
4. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

b. Upon the occurrence of an event of Default, the City may cancel the Agreement. The City may give Agency an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than thirty calendar days from notification, or at a minimum, the Agency must provide the City within ten working days from the notification a written plan detailing how the Agency intends to cure the breach. If Agency fails to cure the breach within thirty calendar days or such further date that the City has specified in writing in response to Agency's written plan, the City will issue a notice of cancellation terminating the Agreement immediately. If it is determined the City improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

Article VIII-Bankruptcy or Insolvency

1. Upon filing for bankruptcy or insolvency proceedings by or against the Agency, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Agency must notify the City immediately. Upon learning of any such actions, the City reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Agency responsible for any damages.

Article IX-Insurance

1. Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI. With the City's Risk Manager's written approval, coverage may be provided through a self-insurance program.

a. **Workers' Compensation & Employers Liability.** Agency shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit of \$1,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

2. Agency may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City and the U.S. Treasury as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

3. The City of Columbia, the U.S. Treasury, and their elected officials and employees are to be Additional Insured with respect to the work to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.

4. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

5. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement.

6. The insurance required by the provisions of this article is required in the public interest. Neither City nor U.S. Treasury assumes any liability for acts of Agency and/or Agency's employees and/or Agency's subcontractors in the performance of this Agreement.

Article X-HOLD HARMLESS AGREEMENT

1. To the fullest extent not prohibited by law, Agency shall indemnify and hold harmless the U.S. Treasury, the City of Columbia, their directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Agency, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Agency or a subcontractor for part of the services), of anyone directly or indirectly employed by Agency or by any subcontractor, or of anyone for whose acts

the Agency or its subcontractor may be liable, in connection with the provision of the services. This provision does not, however, require Agency to indemnify, hold harmless, or defend the U.S. Treasury or the City of Columbia from their own negligence. This clause shall survive termination of the Agreement.

Article XI-Grant Requirements

1. Agency acknowledges federal grant funds are being used to fund this Agreement. Agency agrees to familiarize itself and comply with all conditions and requirements for the utilization of such grant funds, including, but not limited to those terms set forth herein (hereinafter "Grant Requirements"). Agency shall include in contracts with its contractors and subcontractors provisions that require the contractors and subcontractors to comply with the Grant Requirements.
2. Use of Funds. Agency understands and agrees that the funds disbursed under this contract may only be used in compliance with section 603 of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Agency agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603 of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Agency also agrees to comply with all other applicable local, state and federal statutes, regulations, ordinances, and executive orders, and Agency shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.
3. Period of Performance. The period of performance for this award begins on the Effective date ends no later than December 31, 2026.
4. Reporting: Agency agrees to comply with any reporting obligations established by Treasury or the City, as it relates to this agreement.
5. Pre-award Costs. Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.
6. Hatch Act. Agency agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
7. False Statements. Agency understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedies available by law.

8. Publicity. Any publicity releases and publications mentioning contract activities shall reference the contract and the City. Agency shall obtain approval from the City prior to the release of such publicity release or publications.

9. Publications: Any publications produced with funds from this agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Columbia, Missouri, by the U.S. Department of the Treasury."

10. Disclaimer. In its award of federal financial assistance to the City, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the City or third persons for the actions of the City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the City, Treasury also states that the acceptance of this award by the City does not in any way establish an agency relationship between the United States and the City. This disclaimer applies with equal force to this agreement.

11. Civil Rights. Agency shall comply with all federal, state and local ordinances, statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the Agreement. These include but are not limited to the following:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
- f. Genetic Information Non-Discrimination Act (GINA);

g. Equal Employment Opportunity- E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, " Amending Executive Order 11246 Relating to Equal Employment Opportunity";

h. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

12. By entering into this agreement, Agency ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

a. Agency acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Agency understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Agency shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Agency understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Agency's programs, services, and activities.

b. Agency agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

c. Agency acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Agency and Agency's successors, transferees, and assignees for the period in which such assistance is provided.

d. Agency shall cooperate in any enforcement or compliance review activities by Treasury or the City of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is Agency shall comply with information requests, on-site compliance review, and reporting requirements.

e. Agency shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

f. Agency shall provide to the City documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Agency and the administrative agency that makes any such finding. If Agency settles a case or matter alleging such discrimination, Agency must provide to the City documentation of the settlement. If Agency has not been the subject of any court or administrative agency finding of discrimination, Agency shall so state.

g. The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

13. In connection with the furnishing of equipment, supplies, and/or services under the contract, Agency and any subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If Agency or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by Agency is found to exist, City shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment until corrective action by the Agency is made and ensured, and referral for prosecution, whichever enforcement action may be deemed most appropriate.

14. In performing its responsibilities under the contract, Agency shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter I, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments. Agency shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Agency through the Agreement. Agency shall

ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

15. Clean Air Act and Federal Water Pollution Control Act. Agency shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).

16. Stevens Amendment. Agency shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the City, and Agency shall clearly state the following:

- a. The percentage of the total costs of the program or project that will be financed with federal money;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

17. Drug Free Workplace Act. Agency shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. Agency shall report any conviction of Agency's personnel under a criminal drug statute for violations occurring on the Agency's premises or off the Agency's premises while conducting official business. A report of a conviction shall be made to the City within five (5) working days after the conviction.

18. Pro-Children Act. Agency shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Agency certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

c. Agency shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

19. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Agency is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

20. Reducing Text Messaging While Driving. Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City hereby encourages Agency to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.

21. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements. Agency shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

22. Whistleblower Protections

a. Agency shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

b. Agency's employees are encouraged to report fraud, waste, and abuse. Agency shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce. Agency shall include this requirement in any agreement made with a subcontractor or subgrantee.

23. 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.

24. Federal regulations applicable to this agreement include, without limitation, the following:

a. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180,

and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

b. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

c. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

d. Generally applicable federal environmental laws and regulations.

e. Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

f. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable.

g. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.: Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

h. All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

i Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

j When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. 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"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

k Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

l If the City or Agency wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment

or performance of experimental, developmental, or research work under the City's award of ARPA funds or this agreement, the City and/or Agency must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

m. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C, 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

n. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally required audit services. 2 C.F.R. § 180.220. [This agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19. As such, the City is required to verify that neither Agency nor any of Agency's principals (defined at 2 C.F.R. § 180.995 and 31 C.F.R. § 19.995) or affiliates (defined at 2 C.F.R. § 180.905 and 31 C.F.R. § 19.905) is excluded (defined at 2 C.F.R. § 180.940 and 31 C.F.R. § 19.945) or disqualified (defined at 2 C.F.R. § 180.935 and 31 C.F.R. § 19.940). The City may make this verification by collecting a certification from Agency, or by adding a clause or condition to this agreement. 2 C.F.R. § 180.300 and 31 C.F.R. § 19.300. Agency hereby certifies that neither Agency nor any of Agency's principals or affiliates is excluded or disqualified. This certification is a material representation of fact relied upon by the City in entering into this agreement. Agency shall comply with 2 C.F.R. Part 180, subpart C, and 31 C.F.R. Part 19, subpart C, throughout the term of this agreement, and Agency must include a requirement to so comply with these regulations in any lower-tier covered transaction it enters into under this agreement. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180 and 31 C.F.R. Part 19, in addition to remedies available to the City for this non-compliance, the U.S. government may pursue available remedies, included but not limited to suspension and/or debarment.

o. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352.

Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

p. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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. In the performance of this agreement, Agency shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a time frame providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smmJcomprehensive-procurement-guideline-cpg-program>. Agency also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

q. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(t)(3) of Pub. L. No. 115-232. See also 2 C.F.R. § 200.216.

r. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Agency should, to the greatest extent practicable under this agreement, 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). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Article XII- Financial Records and Document Retention, Inspection

1. Agency must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. Agency shall maintain a financial management methodology that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an allowable activity and allows required federal financial reports to be easily prepared.
2. Agency shall have written policies and procedures to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and shall make its policies and procedures available to the City, upon request.
3. Agency shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
4. Agency shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of at least five (5) years from the date of the final payment by the City. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, Agency shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later. If City is subject to any litigation, claim, negotiation, audit, or other action involving the records, the City will notify the Agency in writing to extend the Agency's retention period.
5. Inspection By State And Federal Representatives. The authorized representatives and agents of the City of Columbia, State of Missouri and the United States shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
6. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

Article XIII-Debts Owed City and Federal Government

1. Failure of Agency to comply with all terms, conditions and requirements of the ARPA Program shall require repayment of funds to the City of Columbia upon demand.
2. Debts Owed City and Federal Government. Any funds paid to Agency (a) in excess of the amount to which Agency is finally determined to be authorized to retain under the terms of this agreement; (b) that are determined by the Treasury Office of Inspector General to have been misused; or (c) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603 of the Act and have not been repaid by Agency shall constitute a debt owed by the City to the federal government. In such instance, the funds constituting the City's debt to the federal government shall also constitute Agency's debt to the City. Debts owed by Agency to the City must be paid promptly by Agency. A debt owed the City by Agency under this agreement is delinquent if it has not been paid by the date specified in the City's initial demand for payment, unless other satisfactory arrangements have been made or if Agency knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section above. The rights of the City as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the City may have under applicable law to collect a debt or seek damages from Agency.

3. Remedial Actions. The City reserves the right to impose additional conditions or requirements on Agency's receipt of funds under this agreement, as the City deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the City by Treasury for the City's receipt of ARPA funds. The City also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the City, for reasons relating to Agency's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the City may hold, either to impose additional conditions or requirements on Agency's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Article XIV-Notice

1. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia Public Health and Human Services Department
P.O. Box 6015
Columbia, MO 65205-6015 ATTN:
Director

If to Agency:

Love Columbia, Corp.
1209 E Walnut Street
Columbia, MO 65201
Attn: Jane Williams, Executive Director

2. The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

Article XV-Certification Regarding Lobbying

1. Agency shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth. 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 Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Agency 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.

Article XVI-Certification Regarding Debarment

1. Agency certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. 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: (a) Checking the System for Award Management at website: <http://www.sam.gov>; (b) Collecting a certification statement similar to the Certification of Agency Regarding Debarment above; (c) Inserting a clause or condition in the covered transaction with the lower tier contract.

3. 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.

Article XVII-Miscellaneous Requirements

1. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

2. Agency is an independent contractor and shall not represent the Agency or the Agency's employees to be employees of the City of Columbia or the U.S. Treasury, or an agency of the City of Columbia or the U.S. Treasury. Agency shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance,

minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the U.S. Treasury, City of Columbia, their officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3. Subcontracts. No services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the City. Any subcontractor shall be subject to all conditions and requirements of this Agreement.

4. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

5. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

6. 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.

7. General Laws. Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

8. Certification/Licensing. Agency agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.

9. If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Agency hereby certifies that Agency is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

10. Employment of Unauthorized Aliens Prohibited. Agency agrees to comply with Missouri State Statute Section 285.530 in that Agency shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Agency shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Project and the contracted services. Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project and contracted services. Agency shall require each subcontractor to affirmatively state in its contract with Agency that the subcontractor shall not knowingly employ, hire for employment or continue to employ an

unauthorized alien to perform work within the State of Missouri. Agency shall also require each subcontractor to provide Agency with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

12. Required Provisions Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

13. 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.

14. Interpretation. In this Agreement, unless the context otherwise reasonably requires:

a. Headings are for reference purposes only and shall not alter the interpretation of this Agreement;

b. Words importing the singular may include the plural and vice versa, as reasonably required by the context;

c. References to any document include references to such document as amended, novated, supplemented, varied or replaced from time to time;

d. References to a statute, regulation, federal notice or executive order means such statute, regulation, federal notice or executive order as amended from time to time;

e. References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns; and

f. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

15. Agency's Additional Representations and Warranties. AGENCY represents and warrants as follows.

a. AGENCY is a nonprofit corporation of the State of Missouri in good standing.

- b. AGENCY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- c. AGENCY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement.
- d. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by AGENCY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of AGENCY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which AGENCY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing.
- e. The AGENCY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- f. To the AGENCY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect AGENCY's ability to perform its obligations under this Agreement.
- g. This Agreement is a legal, valid and binding obligation of AGENCY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.
- h. Agency further certifies that it will not use the funding provided for a program, service or capital expenditure that conflicts with or contravenes the statutory purpose of ARPA, including a program, service or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. Agency will endeavor to include ventilation improvements in congregate settings, health care settings, or other key locations; and to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing.
- i. Agency further certifies that it will not use the funding provided in violation of the conflict-of-interest requirements contained in the federal Award Terms and Conditions, including any self-dealing or violation of ethics rules.

16. Severability. Each and every provision, section, subsection, paragraph, subparagraph and clause shall be separate from each and every part thereof so that the invalidity of any part thereof shall not affect the validity of the remainder.

17. Waiver. No delay or omission by either party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of any right, power or acquiescence therein. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

18. Missouri Sunshine Law. City is subject to the Missouri Sunshine Law (Chapter 610 RSMo). The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Agency shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Agency shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Agency's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

19. Health Insurance Portability and Accountability Act. Agency shall maintain protected health information in compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITEch), the implementing regulations and guidance. If the City receives patient protected health information from Agency, City shall maintain such protected health information in compliance with HIPAA, HITEch, and the implementing regulations and guidance. To the extent required by law, the Parties shall keep patient protected health information confidential for as long as the data is maintained.

20. Contract Documents. This Agreement includes the following exhibits and attachments, which are incorporated herein by reference:

<u>Exhibit/Attachment</u>	<u>Description</u>
A	Missouri Housing Development Commission Housing Stability & Eviction Diversion Desk Guide
B	Rental and Utility Assistance Direct Aid Program Requirements
C	Monitoring Requirements
1	Subaward Details


In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

21. Entire Agreement. This Agreement represents the entire and integrated Agreement between the Parties relative to the funding of the Project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Project described herein are superseded.


{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: 
Name and Title: Conrad Hake, Program Director
Date: 11/16/2024

CITY OF COLUMBIA, MISSOURI

 By: _____
De'Carlton 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

Exhibit A

Missouri Housing Development Commission Housing Stability & Eviction Diversion Desk Guide

MISSOURI HOUSING
DEVELOPMENT COMMISSION

Housing Stability &
Eviction Diversion
FY2024

DESK GUIDE



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Introduction

Purpose

The Missouri Housing Development Commission (MHDC) has allocated grant funding to support programs within Missouri communities that work to prevent evictions and help ensure long-term housing stability for eligible Missouri renters. Housing Stability and Eviction Diversion (HSED) funds should be utilized to provide assistance related to eviction relief, case management and legal services intended to keep low to moderate-income Missouri tenants financially impacted by COVID-19 housed. Priority will be given to organizations who propose to offer both Eviction Relief and Housing Stability services.

Eligibility Requirements

Income

All HSED funds must be used to serve Missouri renter households at or below 80 percent of the Area Median Income (AMI). Assistance should be prioritized for households below 50 percent of the AMI for the geographic area adjusted for family size. The AMI for each county in Missouri is defined by the Department of Housing and Urban Development (HUD). The HSED AMI limits are adjusted for household size and can be obtained using the Department of Housing and Urban Development (HUD) 2023 Income Limits data set at https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn

Additionally, one or more individuals within a household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.

Housing Status

All recipients of HSED assistance must be currently renting, or seeking to rent a residential property in the state of Missouri. Additionally, one or more individuals within a household must have experienced/are experiencing homelessness or housing instability during or due, directly or indirectly, to the coronavirus pandemic.

Qualifying recipients of Eviction Relief (direct assistance) must be able to provide court documentation of an active or prior eviction occurring after March 13, 2020.

Eligible Program Components

Eviction Relief

Grantees may provide direct assistance to eligible individuals and households to support eviction relief. Qualifying direct assistance includes rental judgements, security deposits, 3-6 months of forward rent, and up to 6 months of utility arrears if the arrearages are preventing future housing. **Recipients are only eligible for this assistance if they are in active eviction proceedings or experienced an eviction after March 13, 2020 and meet all other qualifying criteria as outlined above.** Additionally, qualifying

MHDC Housing Stability & Eviction Diversion | FY2024 Desk Guide

recipients must provide court documentation of an active or prior eviction occurring after March 13, 2020.

Housing Stability and Eviction Diversion Services

Grantees may provide eligible individuals and households with case management and/or legal services in order to foster housing stability for their clients. This may include connecting clients to other resources and services that may ease their financial hardship, providing outreach services, and/or providing legal aid to tenants facing eviction.

Administration

Grantees may use HSED funds to support the administration of the program. *Administration expenses may not exceed 10% of the total grant award/expenditure.*

General Information

Contacts

Below is the MHDC – HSED contact for funded agencies. Please direct all questions, concerns, updates, and completed service agreement documents to the Housing Program Administrator.

Please direct HSED questions, concerns, and updates to:

Amanda Eisenmann
Housing Program Administrator
920 Main, Suite 1400
Kansas City, MO 64105
amanda.eisenmann@mhdc.com
(816) 759-6698

Website

All information and forms pertaining to the Housing Stability and Eviction Diversion agencies can be found on the MHDC website at: <https://mhdc.com/programs/community-programs/covid-relief/>

Timeline-FY2024

The following timeline lists key dates for the FY2024 grant year ending December 31, 2024. Grantees are responsible for knowing these dates as well as communicating them to all applicable staff.

Grant Start Date:	January 1, 2024
2024 Quarter 1 (Q1)	January 1, 2024 – March 31, 2024
Payment Request Deadlines:	Grant funds are disbursed on a monthly schedule. Payment requests received and approved before the 1 st of the month at 5:00pm will be disbursed within that month. Payment requests received and approved after the 1 st of the month at 5:00pm will be disbursed the following month.
January Reporting Deadline:	February 5, 2024 by 5:00pm
February Reporting Deadline:	March 5, 2024 by 5:00pm
2024 Quarter 2 (Q2)	April 1, 2024 – June 30, 2024
Payment Request Deadlines:	Grant funds are disbursed on a monthly schedule. Payment requests received and approved before the 1 st of the month at 5:00pm will be disbursed within that month. Payment requests received and approved after the 1 st of the month at 5:00pm will be disbursed the following month.
25% Spending Deadline	May 1, 2024 by 5:00pm
March Reporting Deadline:	April 5, 2024 by 5:00pm
April Reporting Deadline:	May 6, 2024 by 5:00pm
May Reporting Deadline:	June 5, 2024 by 5:00pm
2024 Quarter 3 (Q3)	July 1, 2024 – September 30, 2024
Payment Request Deadlines:	Grant funds are disbursed on a monthly schedule. Payment requests received and approved before the 1 st

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of the month at 5:00pm will be disbursed within that month. Payment requests received and approved after the 1st of the month at 5:00pm will be disbursed the following month.

June Reporting Deadline: July 5, 2024 by 5:00pm
July Reporting Deadline: August 5, 2024 by 5:00pm
August Reporting Deadline: September 5, 2024 by 5:00pm

2024 Quarter 4 (Q4)

October 1, 2024 – December 31, 2024

Payment Request Deadlines: Grant funds are disbursed on a monthly schedule. Payment requests received and approved before the 1st of the month at 5:00pm will be disbursed within that month. Payment requests received and approved after the 1st of the month at 5:00pm will be disbursed the following month.

75% Spending Deadline

October 1, 2024

September Reporting Deadline: October 7, 2024
October Reporting Deadline: November 5, 2024
November Reporting Deadline: December 5, 2024
December Reporting Deadline: January 6, 2025

Final Spending Deadline: December 31, 2024

Grant Close Out: January 31, 2025

Financial Processes

Before any funds can be released, all required initial grant documents must be completed and received by MHDC:

At Time of Application:

1. Board of Directors
2. Certificate of Good Standing
3. 501(c)(3) Verification
4. Sources and Uses
5. Audit/Financials

At Time of Approval (if granted):

1. Executed Grant Agreement including all Riders (contract)
2. Agency Site Contact form
3. Public Contact form
4. Certificate of Liability Insurance
5. Authorized Signature form
6. Agency W-9
7. Direct Deposit form with voided check or bank letter
8. Workforce Eligibility Affidavit and E-Verify MOU
9. United Way 211 Registration
10. Eviction Relief Certification
11. Personnel Agreement to Comply with HSED Information Security Standards

Disbursement Procedure and Timeline

MHDC will automatically disburse 25 percent of the total grant award amount upon execution of the grant agreement, and once the above grant documents are received and approved. Grantee may back-up disbursed funds by submitting the HSED Expense Detail Form (CP-106) to Grant Interface.

MHDC will automatically disburse funds in 25 percent increments no more than once per month and no less than once per quarter, once sufficient back-up submission covering all previously disbursed funds has been received and approved. MHDC may advance funds in increments greater than 25 percent at its discretion if sufficient back-up is provided. Additional disbursements (upon approval) will be made in 25 percent increments upon full funding expenditure, at the sole discretion of MHDC.

Please see the sample disbursement chart and back-up examples below:

Percent of Total Grant Award Amount Disbursed	25% (initial advance)	50%	75%	100%
Percent Backed Up and Approved	0-24%	25-49%	50-74%	75-100%

Example 1:

Grantee A is awarded \$50,000.00 therefore \$12,500.00 (25%) is advanced to Grantee A upon execution of the grant agreement. Once the grantee has expended those funds the grantee is ready to submit back-up for the next installment of funds. Grantee A submits back-up of expenses totaling \$12,500.00 (25%), once it is approved Grantee A will automatically be advanced a second installment of \$12,500.00 (25% of the grant award amount). Grantee has now been disbursed a total of 50% of their total grant award amount.

Example 2:

Grantee B is awarded \$50,000.00 therefore \$12,500.00 (25%) is advanced to Grantee B upon execution of the grant agreement. Once the grantee has expended those funds the grantee is ready to submit back-up for the next installment of funds. Grantee B submits back-up of expenses totaling \$25,000.00 (50% of the grant award amount), once it is approved Grantee B will automatically be advanced a second installment of \$25,000.00 (50% of the grant award amount). Grantee has now been disbursed a total of 75% of their total grant award amount.

Example 3:

Grantee C is awarded \$50,000 therefore \$12,500 (25%) is advanced to Grantee C upon execution of the grant agreement. Once the grantee has expended those funds the grantee is ready to submit back-up for the next installment of funds. Grantee C submits back-up of expenses totaling \$41,000.00 (82% of the grant award amount), once it is approved Grantee C will automatically be advanced a second installment of \$37,500 (75% of the grant award amount). Grantee has now been disbursed a total of 100% of their total grant award amount.

Submission Requirements

Grantees are required to submit back-up of expenses to account for all HSED spending during the grant period. Back-up must be submitted after any advance of funds is made and before additional installments can be provided. MHDC requires grantees to complete the HSED Expense Detail Form (CP-106) to account for all grant eligible expenses and record client data, as determined by the US Treasury. CP-106 can be found on the MHDC website under the Community Programs section.

Complete and accurate CP-106 forms can be submitted via Grant Interface:
<https://www.grantinterface.com/Home/Logon?urlkey=mhdc>

- **If Submission is Approved:** MHDC will apply back-up balance to grant and determine if agency is eligible for next disbursement of 25 percent. Criteria to receive additional funding can be found below:
 1. Once sufficient back-up covering all previously disbursed funds has been received, or
- **If Submission Requires Corrections:** MHDC administrator will email agency's primary grant contact and provide correction and re-submission instructions. Grantee will need to submit an updated CP-106 for review and processing. Common reasons for submission corrections include reported expenses that are paid/incurred outside of contract period, ineligible activities reported, or missing details that are necessary for the compliance process. Please note that a request for corrections should be addressed in a timely manner to prevent a delay in disbursements.

Quarterly Submissions

Grantees must have a minimum of one Back-Up submission per quarter. Back-Up submissions that result in discard and/or are not greater than zero dollars do not fulfill the quarterly submission requirement. HSED quarters and submission deadlines are detailed above under "Timeline." In the event the quarterly submission deadline falls on a weekend or state/federal holiday, the deadline will default to the next business day.

Grantees may not submit more than one back-up form per month. Any further submissions will need to be resubmitted the following month. Additionally, Grantees must submit at least one back-up submission per quarter. Due to the nature of the monthly submission deadlines, monthly submissions will be accepted from the 2nd through the 1st of the following month.

Spending Deadlines

Grantees must provide Back-Up of 25 percent of their overall grant award amount by May 1, 2024 and provide Back-Up of 75 percent of their overall grant award by October 1, 2024. Failure to meet the spending deadlines will result in a reduction of points on future applications. Back-Up submissions that result in discard do not fulfill the spending deadlines.

Supporting Documentation

Along with the back-up form, HSED grantees are also required to maintain supporting documentation for financial assistance on-site. Grantees are not required to submit supporting documentation with their quarterly expenses, but it must be readily available on-site for review by MHDC's Compliance Officer. More information regarding supporting documentation can be found under Recordkeeping Requirements on pgs. 15-18 of the HSED Desk Guide.

Funding Period

All HSED funding provided to grantees must be used for expenses that are incurred, paid, and submitted for payment to MHDC during the Grant Funding Period as defined in the Grant Agreement. Billing for

salary, pay periods, and eviction relief must also incur completely within the funding period. Grantees may request a prorated payment for payroll taxes and/or insurance, which covers any portion of the funding period, but which was paid outside of the funding period.

Reporting Requirements

All approved applicants must collect and submit all required US Treasury reporting elements in a format and frequency determined by MHDC. Reporting elements are subject to change pending US Treasury guidance. Required program participant reporting elements include: name, city, county, gender, race, income range, and US Treasury federal priority criteria.

MHDC requires grantees to complete monthly reporting regarding client demographic data (at entry to the HSED program) using form CP-107. **Client demographic data for each calendar month should be for those clients that agencies began serving or served for the first time (using HSED funds) within that month.**

Agencies must submit all client data for the month by the 5th day of the following month by sending CP-107 to cp.submissions@mhdc.com.

Program Components and Eligible Activities

Eviction Relief

Housing Stability and Eviction Diversion funds may be used to provide direct assistance to eligible individuals and households to support eviction relief. **Recipients are only eligible for Eviction Relief if they are in active eviction proceedings or experienced an eviction after March 13, 2020 and meet all other qualifying criteria as outlined in the eligibility requirements.** Furthermore, **direct assistance dollars cannot be paid directly to the tenant under any circumstances.** Grantees are expected to apply reasonable fraud-prevention procedures and to investigate and address potential instances of fraud or the misuse of direct assistance funds that they become aware of.

Eligibility for Eviction Relief must be documented on HSED Eligibility Form CP-101 and Eviction Relief Eligibility Form CP-112. All Eviction Relief recipient files must also include a completed copy of CP-116 Clearing House Verification Tool. Eligible components of these services and activities are outlined below.

Eligible Activities

- **Rental Judgements:** Grantees may provide payment to the court and/or its appropriate parties in order to satisfy eviction judgements and/or eviction filings on behalf of eligible households. The purpose of these funds is to reduce barriers to stable housing for tenants that are experiencing/have experienced an eviction as a result of the COVID-19 Pandemic. Eligible eviction relief expenses include:
 - Up to \$15,000 per household for those whose hardship occurred after March 13, 2020. Rental judgement payments cannot be made to collection agencies.

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- **Forward Rent:** Grantees may provide 3-6 months of forward rent payments to the property owner on behalf of eligible households **who are receiving direct HSED assistance via Rental Judgements**. The purpose of these funds is to ensure ongoing housing stability after an eviction filing or judgement has been released. The following criteria must be met to provide forward rent payments:
 - Forward rent payments can only be remitted in increments of 3 months. If a client re-attests to ongoing hardship (via new CP-101) after the initial 3 months of assistance, agencies may provide an additional 3 months of forward rent payments, not to exceed 6 months total.
 - Clients are not eligible for forward rent if they have exceeded their 18 month maximum benefit, verified using CP-112/116.
 - Lease Agreement must be in effect for the months of assistance provided. Forward rent payments provided for months outside of the lease duration are not eligible under HSED 2023.
 - Forward rent payments must be made directly to the property owner/property management company, and cannot under any circumstances be made directly to the client.

- **Security Deposit:** Grantees may provide a security deposit to the property owner on behalf of eligible households. The purpose of these funds is to secure stable housing for qualifying tenants that are experiencing/have experienced an eviction as a result of the COVID-19 pandemic. Eligible security deposit expenses include:
 - Funds may be used to pay for a security deposit that is **less than or equal to one months' rent**. The security deposit must secure a lease with a duration of at least 6 months.

- **Utility Arrears:** Grantees may provide direct payment to utility companies in order to satisfy utility arrears on behalf of eligible households **who are receiving direct HSED assistance via Rental Judgements and/or a Security Deposit**. The purpose of these funds is to reduce barriers to stable housing for tenants that may have acquired utility arrears as a result of the COVID-19 Pandemic. Eligible Utility Arrears expenses include:
 - Up to six (6) months of utility arrears **if the arrearages are preventing future housing** and occurred after March 13, 2020.
 - Qualifying utilities include:
 - Up to a combined 6 months of gas, electric, water, sewage/waste water, and trash, if the arrearages are preventing future housing for qualifying recipients of HSED direct assistance.

Ineligible Activities

- Eviction Relief (rental judgement, security deposit, utility assistance) for individuals and families not eligible for the HSED program;
- Eviction relief for judgements in excess of \$15,000;
- Eviction relief for judgements occurring on or before March 13, 2020;
- Eviction relief for tenants who have already received their maximum ERA benefit of 18 months of utility/rental assistance.
- Eviction relief for tenants who have already received ERA benefits for overlapping months;
- Eviction relief for tenants who's eviction has not been filed with the courts;
- Eviction Relief payments made to ineligible parties (i.e., client, collection agencies);
- Damage fees;
- Forward rent for months outside of the Lease Agreement;
- Forward rent payments exceeding 6 months;
- Security deposits that are greater than one months' rent;
- Security deposits for leases that have less than 6 month duration;
- Security deposits for rent-to-own agreements where the renter:
 - i. is a signor or co-signor to the mortgage on the property
 - ii. holds the deed or title to the property
 - iii. has exercised their option to purchase the property.
- Rental Insurance;
- Utility Assistance exceeding 6 months of arrears;
- Utility Assistance for arrearages that are not preventing future housing;
- Forward utilities;
- Forward rent;
- Client incentives (i.e., gift cards, bus passes etc.);
- Direct financial assistance outside of the parameters outlined in Eviction Relief, Security Deposit and Utility Assistance.

Housing Stability and Eviction Diversion

Housing Stability and Eviction Diversion funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized case management and legal services to facilitate housing stability for a client that is determined to be HSED eligible (documented using HSED Eligibility Form CP-101). Eligible components of these services and activities are outlined below.

Case Management Services

Housing Stability and Eviction Diversion funds may be used to pay cost of case management and the delivery of case management services to facilitate housing stability for a client that is determined as

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HSED eligible (documented using HSED Eligibility Form CP-101). Eligible components of these services and activities are outlined below:

Eligible Activities

- Salaries and benefits associated with staff serving eligible HSED clients in:
 - Conducting initial evaluation or intake, including verifying and documenting HSED eligibility;
 - Counseling;
 - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
 - Monitoring and evaluating client progress;
 - Providing information and referrals to other providers;
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability;
 - Providing remote and/or outreach services to eligible HSED clients.
- Time spent making case notes that document client interactions.
- Mileage costs associated with assisting HSED eligible clients (i.e., transporting clients or travel to and from meeting with clients, outreach). *Mileage costs may not exceed the state of Missouri's standard mileage rate of \$0.655/mile.*

Ineligible Activities

- Case Management services for individuals and families not eligible for the HSED program
- Conference costs
- Training costs
- Food purchases
- Direct financial assistance (other than HSED Eviction Relief)
- Technology purchases/rentals
- Office furniture purchases/rentals
- Client incentives (i.e., gift cards, bus passes etc.)

Legal Services

Housing Stability and Eviction Diversion funds may be used to pay cost of legal advice and representation in the delivery of legal services to facilitate housing stability for a client that is determined as HSED eligible (documented using HSED Eligibility Form CP-101). Eligible components of these services and activities are outlined below.

Eligible Activities

- Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the Missouri Bar Association in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the client's ability to obtain and retain housing. Hourly fees for legal services must not exceed a maximum cap of \$150 dollars an hour.
- Eligible costs may also include mediation between the client and the owner or person(s) with whom the client is living, provided that the mediation is necessary to prevent the client from losing permanent housing in which the client currently resides.
- Eligible subject matters are limited to evictions.
- Component services or activities may include client intake, preparation of cases for trial, preparation/disbursement of Eviction Relief, provision of legal advice, representation at hearings, and counseling.
- Mileage costs for assisting HSED eligible clients (i.e., traveling to and from court or meetings with clients). *Mileage costs may not exceed the state of Missouri's standard mileage rate of \$0.655/mile.*

Ineligible Activities

- Legal services for individuals and families not eligible for the HSED program
- Legal services for matters not regarding evictions.
- Conference costs
- Training costs
- Food purchases
- Direct financial assistance (other than HSED Eviction Relief)
- Technology purchases/rentals
- Office furniture purchases/rentals
- Client incentives (i.e., gift cards, bus passes etc.)

Administration

Housing Stability and Eviction Diversion funds may be used to support the reporting and administration of this grant. Eligible components of these services and activities are outlined below: **Administration expenses cannot exceed 10% of the total grant award/expenditure.**

Eligible Activities

- Salaries and benefits associated with staff backing up eligible activities and their expenses.
- Other costs for goods and services required for administration of the program, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- Staff salaries, wages, and related costs of staff engaged in eligible program administration activities.

Ineligible Activities

- Administrative services for activities not related to the HSED program
- Conference costs
- Training costs
- Food purchases
- Mileage costs
- Technology purchases/rentals
- Office furniture purchases/rentals
- Client incentives (i.e., gift cards, bus passes etc.)

Client Income Eligibility

All households assisted through the HSED program are required to be at or below 80 percent of the Area Median Income (AMI) and/or be verified as a low income family in connection with another local, state or federal government assistance program (verified by CP-101 HSED Eligibility Form). HSED grantees should use the 2023 Department of Housing and Urban Development (HUD) Median Income data set at: https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn.

The Area Median Income Limits are to be used throughout the entire grant period unless otherwise specified by MHDC. MHDC bases its income calculation method from HUD's Handbook 4350.3, Chapter 5, Section 5-5; grantees should refer to this guidance for the correct calculation of income.

Additionally, one or more individuals within a household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.

Client Housing Status Eligibility

All recipients of HSED assistance must be currently renting, or seeking to rent a residential property in the state of Missouri. One or more individuals within a household must have experienced/are experiencing homelessness or housing instability during or due, directly or indirectly, to the coronavirus pandemic (verified using CP-101 HSED Eligibility Form).

Additionally, qualifying recipients of Eviction Relief (direct assistance) **must be able to provide court documentation of an active or prior eviction after March 13, 2020.**

HSED grantees must verify eligibility via court documentation and other criteria to determine direct assistance eligibility. Please see Recordkeeping Requirements for more guidance.

Recordkeeping Requirements

Supporting documentation for expenses will be reviewed by MHDC. The charts below detail the documentation requirements for costs billed to HSED.

NOTE: “Proof of Cleared Payment” must be provided using the documentation outlined in Section A-6 below. Payments made via payment applications (i.e., PayPal, Venmo, CashApp etc.) will not be considered as Proof of Cleared Payment.

***All documentation must be kept on-site and/or in client files for MHDC compliance purposes.*

A. Records to Maintain - Program Participants Receiving Eviction Relief

Record	Acceptable Forms of Documentation
1. HSED Eligibility	<ul style="list-style-type: none"> • HSED Eligibility Form (CP-101) signed by the head of household. • Eviction Relief Eligibility Form (CP-112) signed by head of household and agency representative. • Completed Clearing House Verification Tool (CP-116)
2. Release of Information	<ul style="list-style-type: none"> • HSED Consent Form (CP-102) signed by the head of household.
3. Head of Household Identification	<ul style="list-style-type: none"> • Government Issued ID for the Head of Household. If Government Issued ID is not available, detailed notes of the staff member’s attempt to obtain this requirement must be detailed in the client’s case notes.
4. Rental Judgements	<ul style="list-style-type: none"> • If tenant is in active eviction; copy of eviction filings from the corresponding court (dated after March 13, 2020) and; <ul style="list-style-type: none"> ○ Copy of ledger from landlord/property manager showing the months of assistance included in the judgement and total balance due and; • If tenant had a prior eviction judgement; copy of judgement from the corresponding court (dated after March 13, 2020). <ul style="list-style-type: none"> ○ Copy of ledger from landlord/property manager showing the months of assistance included in the judgement and total balance due and; • Proof of cleared payment (see Section A-6)
5. Forward Rent	<ul style="list-style-type: none"> • New and updated CP-101 HSED Eligibility for clients who receive more than 3 months of forward rent. CP-101 must be recertified after the initial 3 months has passed, and before additional assistance is provided.

	<ul style="list-style-type: none"> • Landlord/owner W9 • Proof of ownership of landlord/property manager <ul style="list-style-type: none"> ○ Copy of mortgage bill, homeowner’s insurance policy, government issued ID, property tax statement. • Proof of cleared payment to landlord (see Section A-6) • Proof of prior eviction (see Section A-3) • Fully executed Lease Agreement that includes; <ul style="list-style-type: none"> ○ Landlord’s name, address and phone number ○ Address of rental property ○ Amount of monthly rent and security deposit ○ Rent due date and grace period (if any) • Term of lease (forward rent must fall within lease term)
<p>6. Security Deposit</p>	<ul style="list-style-type: none"> • Landlord/owner W9 • Proof of ownership of landlord/property manager <ul style="list-style-type: none"> ○ Copy of mortgage bill, homeowner’s insurance policy, government issued ID, property tax statement. • Proof of cleared payment to landlord (see Section A-6) • Proof of prior eviction (see Section A-3) • Fully executed Lease Agreement that includes; <ul style="list-style-type: none"> ○ Landlord’s name, address and phone number ○ Address of rental property ○ Amount of monthly rent and security deposit ○ Rent due date and grace period (if any) ○ Term of lease (must be at least 6 months) ○ Signed by both landlord and tenant
<p>7. Utility Arrears</p>	<ul style="list-style-type: none"> • Copy of utility bill(s) including: <ul style="list-style-type: none"> ○ Tenant name and subject property address ○ Billing date ○ Billing/payment history to ensure months of assistance ○ Total delinquent amount • Proof of cleared payment (see Section A-6) • Proof of eviction (see Section A-3)
<p>8. Proof of Cleared Payment</p>	<ul style="list-style-type: none"> • Copy of satisfied judgement from the corresponding court; and <ul style="list-style-type: none"> ○ Copy of cleared check; or ○ Copy of check and; Bank statement highlighting the cleared payment.
<p>9. Service Engagement Records</p>	<ul style="list-style-type: none"> • Case notes or other documentation of services provided • Notes must be dated and detail housing goals, direct assistance provided, housing plans and referrals.

B. Records to Maintain - Program Participants Receiving Case Management

Record	Acceptable Forms of Documentation
1. HSED Eligibility	<ul style="list-style-type: none"> HSED Eligibility Form (CP-101)
2. Release of Information	<ul style="list-style-type: none"> HSED Consent Form (CP-102)
3. Head of Household Identification	<ul style="list-style-type: none"> Government Issued ID for the Head of Household. If Government Issued ID is not available, detailed notes of the staff member's attempt to obtain this requirement must be detailed in the client's case notes.
4. Service Engagement Records	<ul style="list-style-type: none"> Case notes or other documentation of services provided Notes must be dated and detail housing goals, direct assistance provided, housing plans and referrals.

C. Records to Maintain - Program Participants Receiving Legal Services

Record	Acceptable Forms of Documentation
1. HSED Eligibility	<ul style="list-style-type: none"> HSED Eligibility Form (CP-101)
2. Release of Information	<ul style="list-style-type: none"> HSED Consent Form (CP-102)
3. Head of Household Identification	<ul style="list-style-type: none"> Government Issued ID for the Head of Household. If Government Issued ID is not available, detailed notes of the staff member's attempt to obtain this requirement must be detailed in the client's case notes.
4. Service Engagement Records	<ul style="list-style-type: none"> Case notes or other documentation of services provided Notes must be dated and detail housing goals, direct assistance provided, housing plans and referrals.

F. Records to Maintain - Administration

Activity	Acceptable Forms of Documentation (both Cost Incurred and Proof of Payment are required)	
	Cost Incurred	Proof of Cleared Payment
<ul style="list-style-type: none"> Bills paid Contracted legal staff Supplies purchased 	<ul style="list-style-type: none"> Invoice (detailed invoice of legal services required) Receipt 	<ul style="list-style-type: none"> Invoice/Receipt Canceled checks, bank statement with HSED payments highlighted

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		<ul style="list-style-type: none"> *Legal services cannot exceed a maximum cap of \$150 dollars an hour
<ul style="list-style-type: none"> Employee Compensation 	<ul style="list-style-type: none"> Detailed timesheets, signed by both supervisor and employee detailing time worked under the HSED grant. 	<ul style="list-style-type: none"> Paystub listing the pay period, employee name and last four digits of employees' SSN Timesheets signed by supervisor and employee detailing eligible HSED activities Bank statement with HSED payments highlighted
<ul style="list-style-type: none"> Mileage costs <p><i>*not to exceed the state of Missouri's standard mileage rate of \$0.655/mile.</i></p>	<ul style="list-style-type: none"> Travel request or mileage expense report which includes date(s) of travel, from/to, purpose of travel (eligible client), number of miles, and total mileage costs 	<ul style="list-style-type: none"> Check register or credit card statement with payments made by HSED highlighted and/or returned checks log

Termination and Grievance Procedures

All HSED grantees must have written policies in place that address termination and grievance procedures for program participants that violate program requirements. The policies should detail the program requirements, the termination process, and the grievance procedure for all clients served with HSED. The policies must also detail the timeline and method for notifying clients of their termination, as well as the process to allow clients to appeal the decision. When determining whether program violations merit termination, grantees should consider all extenuating circumstances in order to ensure that assistance is only terminated in the most severe situations. Termination does not prohibit the program from providing further assistance at a later date to the same individual or family. Policies should be retained by grantee and made available upon request by MHDC.

Prioritizing Assistance

All HSED grantees should develop or update current written prioritization standards in relation to administration of its HSED grant. Program Guidelines should clearly detail alignment with U.S. Department of Treasury guidance for prioritization based on income status (households with incomes less than 50% AMI) and prioritization based on employment status (households with one or more individuals that have not been employed for a 90-day period). These policies and procedures for assessing eligibility for assistance and determining and prioritizing which eligible individuals and families will receive assistance should also include prioritization of households currently in eviction proceedings. Procedures should be retained by grantee and made available upon request by MHDC.

Monitoring

In order to track a grantee's program compliance with MHDC regulations, ensure accurate spending of HSED funds, prevent fraud and abuse, and identify technical assistance needs, MHDC staff will monitor grantees' by conducting on-site or desk audit compliance reviews as well as through review of all financial documentation submitted to MHDC.

On-Site Compliance Visits

On-site compliance visits will be conducted at the location designated by the grantee on the Site Contact form. The MHDC Compliance Officer will review expenses billed to HSED. The information reviewed is gathered from the CP-106 back-up forms. Agency processes, procedures, and programmatic data may also be requested for review. The Compliance Officer will not provide the grantee the names of the files to be checked prior to the visit; this is to ensure that all files will be reviewed in the state in which they are normally kept.

The requested files are expected to be produced within fifteen (15) minutes of the Compliance Officer's arrival. Failure to produce requested files within fifteen (15) minutes will result in a compliance

violation*. Therefore, it is vital that a grantee staff member is always available to assist the MHDC staff member as needed at the location and during the times provided by grantee.

* The only exception is if a staff member is assisting a client.

Announced Visit

The announced site visit is scheduled by the Compliance Officer with the grantee. If MHDC staff is unsuccessful in scheduling a site visit after three attempts have been made via telephone and/or e-mail, MHDC staff will notify the grantee informing them that they have 15 days to schedule a site visit, otherwise their funding will be suspended and grantee will be considered out of compliance until the visit is scheduled.

Unannounced Visit

MHDC staff members have the right to conduct unannounced visits at the location(s) and times furnished by the grantee. It is the grantee's responsibility to notify MHDC if business hours change or if the grantee will be closed for an extended amount of time. Unannounced site visits are conducted based on certain factors, including but not limited to, agency's prior history with Community Programs grants, outcome of announced visit, and fulfilling grant requirements such as timely and accurate submission of back-up. MHDC will not conduct site visits on state or federal holidays.

Electronic Files

If the grantee elects to maintain electronic files in lieu of paper files, the grantee will be required to print off all required documentation for compliance visits. As with all files, the time limit to produce these files is fifteen (15) minutes during a site visit.

Desk Audit Compliance

MHDC staff may conduct a remote desk audit in lieu of or in addition to an on-site visit. The MHDC Compliance Officer will review electronically submitted expenses billed to HSED and any other programmatic documentation. The financial information reviewed is gathered from the CP-106 back-up reports. Specific files for review will be requested on a previously agreed-upon date. The grantee will have 24 hours to upload the requested documentation per MHDC's instructions.

Audit Follow-Up

Exit Interview

At the conclusion of the site visit or desk audit, the Compliance Officer will conduct an exit interview. In the case of an on-site visit, the grantee will be given the opportunity to discuss the findings as well as any other questions and concerns with the Compliance Officer. The Compliance Officer will conduct a written exit interview in order to ensure that grantee representative understands the outcome of the visit, and to document any follow-up actions required by MHDC and/or grantee. In the case of a Desk

Audit, the exit interview will be sent via email. The grantee will be given a timeframe to address any questions and/or concerns and to provide any missing documentation outlined in the email. The final compliance status is determined at the discretion of MHDC.

Monitoring Notification

After completing an on-site or desk audit, MHDC staff will prepare a notification detailing the results of the review, including any minor or major findings, areas for improvement, corrective actions that need to be taken and the deadline to complete these actions.

Compliance Violations

If the MHDC staff member finds the grantee to be out of compliance, the MHDC staff member will record the grantees' out of compliance status. Until it has been verified that the issue(s) has/have been resolved, funding will be suspended. If the grantee is found out of compliance they will be required to submit a Corrective Action Plan (CAP) detailing the reason(s) for out of compliance status and how the findings will be corrected. Grantee may also be subject to a follow-up site visit conducted by MHDC staff in order to ensure that the issues have been resolved.

If an agency is found to be out of compliance, funding will be suspended. Once the grantee is placed back into compliance with the HSED grant in which they were found to be out of compliance, funding will be reinstated. If the issue(s) that caused the grantee to be out of compliance are resolved after the CAP and/or follow-up site visit review, the Compliance Officer will notify the grantee that their funding is no longer suspended. If the issue(s) that caused the grantee to be out of compliance are still not resolved after the CAP and/or follow-up site visit review, the Compliance Officer will notify the grantee of their findings and funding will be suspended for all grants that the agency has been awarded through the Community Programs department.

Consequences for Non-Compliance

The following violations will be noted in grantee's records, and points may be assessed during future application cycles:

- Grant partially or fully recaptured (i.e., funds not fully expended by the end of the grant term)
- More than half of files reviewed at an on-site visit had missing or incomplete information
- Funds not drawn quarterly
- Grant not fully closed out by deadline

The following violations will result in grantee being out of compliance, which will require MHDC to suspend funding for the HSED grant, assess point reductions for future applications, and in most instances, a Corrective Action Plan will be required in order to reinstate compliance:

- More than one-half of files or financial documentation reviewed during on-site compliance visit or desk audit contained findings
- Files were unable to be reviewed during the site visit

- Files were not produced within 15 minute time frame
- Grantee will not schedule visit; after three attempts and no response from request sent within 15 days of date of request
- Grantee accommodations deemed to be unsafe or unsanitary; allegations of clients being put in danger by grantee

Grant Close Out

Once all HSED funds have been expended, the grantee is required to close out their grant. The close out process consists of the following components:

1. Final Expense Detail (CP-106) showing a full expenditure of funds.
2. Final Demographic Reporting (CP-107)

All complete and final close out information is to be submitted no later than the deadlines outlined above in the Program Timeline. Any funds that are not backed up by the deadline will be recaptured, and any disbursed funds that are not backed up shall be repaid to MHDC. The final date to incur or pay HSED expenditures is December 31, 2024. All incurred and paid expenses must be reported to MHDC using CP-106 no later than the end of business on January 31, 2025.

Desk Guide and/or program procedures are subject to change, at the discretion of MHDC in accordance with Treasury Guidance.

Appendix A – Initial Grant Documents

Before any funds can be released, all required initial grant documents must be completed and received by MHDC. All documents must be submitted electronically.

Grant Agreement

Description: The grant agreement is required for all grantees. The grant agreement specifically details the requirements and expectations for the administration of the grant. It is the grantee's responsibility to know and adhere to all provisions set forth in the grant agreement.

Site Contact Form (CP-100)

Description: This form ensures that MHDC has updated information for the upcoming grant period, including staff contact information, office location(s), hours of operation, and any other relevant information. Please note that the information provided may be used to conduct scheduled and unscheduled site visits.

Public Contact Form (MHDC-115)

Description: This form ensures that MHDC has updated agency information for the upcoming grant period, including primary address and phone number, counties served, satellite locations, office closings, and services provided.

Certificate of Liability Insurance

Description: The Certificate of Insurance is a one page summary of current Liability Insurance held by grantee. The insurance held by grantee may include: General Liability, Automobile Liability, Umbrella Liability, Excess Liability, Workers Compensation and Employers' Liability. The Certificate of Liability Insurance must be current. If coverage lapses during the grant year, grantee must provide MHDC with an updated Certificate.

Authorized Signature Card (MHDC-101)

Description: This form designates all authorized signatories for each grant. All documents that are required to be signed by grantee must be signed by authorized signatories only. If an unauthorized person signs any HSED document, the document will be rejected.

Direct Deposit Form (MHDC-100) and Blank Check/Bank Letter

Description: All disbursements from MHDC to grantee will occur using an Electronic Funds Transfer (EFT). The Direct Deposit Form provides MHDC with the grantee's banking information for the electronic transfer. A blank voided check or letter from the indicated banking institution is also required to be submitted with the Direct Deposit form. If the agency

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does not have access to a blank voided check a letter from the bank confirming the account and routing number will be accepted.

***Please note that by default your grantee's banking information will be updated for ALL MHDC accounts. If the banking information provided is for HSED or one grant ONLY – it must be indicated on the Direct Deposit Form.**

Workforce Eligibility Affidavit

Description:

This document is required for all grantees. This form certifies that the grantee does not employ any person who is an unauthorized alien in conjunction with the contracted services, and that the Respondent is enrolled and participates, or will enroll and participate, in a federal work authorization program with respect to the employees working in connection with the contracted services.

E-Verify Memorandum of Understanding (MOU)

Description:

The E-Verify MOU is an agreement between the Department of Homeland Security (DHS) and Grantee stating that grantee agrees to participate in the Employment Eligibility Verification Program (E-Verify).

Form W-9

Description:

Form W-9 is used to verify the grantee's Tax Identification Number (TIN).

United Way 2-1-1 Registration

Description:

United Way 2-1-1 is a phone number that individuals can call in order to receive needed resources in their area. In order to be a reliable resource for households in need, organizations are required to submit updated information as changes arise.

Completion Instructions:

Grantees are required to register/update their organization's information on the United Way website, and print the webpage showing the organization's information is available. Additional instructions are located on the United Way's website at: <http://www.211helps.org/get-listed/>

Sources and Uses (CP-113)

Description:

The Sources and Uses details the program budget and how HSED funds will be used for the grant funding period.

Completion Instructions:

Agency must submit this form at the time of application submission. All sources of funding that are used in the program where HSED funds will be utilized must be listed in the "Sources" sections at the top of the document. The general uses of each funding source should be listed under the "Revenue Uses" column. Any uses of HSED funding should be eligible uses of the grant.

Eviction Relief Certification (CP-114)

Due Date: Completed before administering Eviction Relief assistance.
Required: Yes – For all staff administering Eviction Relief assistance.
Submission / Retention: Upload to Grant Interface.
Description: The Eviction Relief Certification is required for all staff who will administer the Eviction Relief component of the HSED grant. This is to be completed **after** staff have reviewed the HSED Eviction Relief Funded Agency Training.

Personnel Agreement to Comply with HSED Security Standards

Due Date: Completed before administering Eviction Relief assistance. Provided by Program Administrator.
Required: Yes – For all staff administering Eviction Relief assistance.
Submission / Retention: Upload to Grant Interface.
Description: The Personnel Agreement to Comply with HSED Security Standards is required for all staff who will administer the Eviction Relief component of the HSED grant and monitor Clearing House eligibility/data entry.

Appendix B – Agency Forms/Data Submissions

HSED Expense Detail Form (CP-106)

Due Date: At minimum, the expense detail form is to be submitted quarterly.
Required: Yes
Submission: Submitted via Grant Interface.
Description: This Expense Detail Form is used to submit a record of all grant eligible expenses as back-up against the agency disbursement.

HSED Monthly Reporting Form (CP-107)

Due Date: By or on the 5th day of every month for the previous month's data. If the 5th falls on a weekend or holiday, reporting is due on the prior business day.
Required: Yes
Submission: Emailed to cp.submissions@mhdc.com
Description: This monthly reporting form provides client level demographic data that MHDC is periodically required to provide to Treasury.

Clearing House Batch Upload Template

Due Date: Within 72 hours of Eviction Relief payment on behalf of an eligible household.
Required: Yes
Submission: Uploaded to the MHDC Clearing House
Description: The Clearing House Batch Upload Template must be used to upload payment and client data into the MHDC Clearing House within 72 business hours of Eviction Relief disbursement.

Appendix C – Client File Forms

Head of Household (HoH)

Government Issued Identification

Due Date:	Completed at first instance of assistance with HSED.
Required:	Yes
Submission/Retention:	Retained in client file
Description:	The HoH's Government Issued Identification is required for each recipient of HSED Services (Case Management, Legal Services, and Eviction Relief). If the recipient does not have a Government Issued ID, staff must detail attempts to obtain this document in the case notes retained in the client file.

HSED Eligibility Form (CP-101)

Due Date:	Completed at first instance of assistance with HSED, and again at second instance of Forward Rent assistance, if applicable.
Required:	Yes
Submission / Retention:	Retained in client file
Description:	This form is intended to be used to verify HSED eligibility according to Treasury guidelines, certifying both income and housing status. This form will also be available in Spanish at: https://mhdc.com/programs/community-programs/covid-relief/

HSED Consent Form (CP-102)

Due Date:	Completed at first instance of assistance with HSED.
Required:	Yes
Submission / Retention:	Retained in client file
Description:	The Consent Form is a release of information that authorizes MHDC to review the household's file. The consent form must be completed and signed by head of household before first instance of HSED assistance. The MHDC Consent Form is the only acceptable consent form and other versions or alterations of this form will not be accepted. This form will also be available in Spanish at: https://mhdc.com/programs/community-programs/covid-relief/

Eviction Relief Eligibility Form (CP-112)

Due Date:	Completed at first instance of assistance with HSED Eviction Relief to determine eligibility.
Required:	Yes – For Eviction Relief recipients only.
Submission / Retention:	Retained in client file (if receiving Eviction Relief assistance)
Description:	The Eviction Relief Eligibility Form must be included in each client file (if receiving Eviction Relief assistance) for purposes of determining direct assistance eligibility. This form includes a Duplication of Benefits check through the MHDC Clearing House and must be completed and signed by both the Head of Household, and an Agency Representative.

Clearing House Verification Tool (CP-116)

Due Date:	Completed at first instance of assistance with HSED Eviction Relief to determine eligibility.
Required:	Yes – For Eviction Relief recipients only.
Submission / Retention:	Retained in client file (if receiving Eviction Relief assistance)
Description:	The Clearing House Verification Tool must be included in each client file (if receiving Eviction Relief assistance) for purposes of determining direct assistance eligibility. This form assists with a Duplication of Benefits check through the MHDC Clearing House and must be completed by a certified Agency Representative to determine eligibility.

Exhibit B

Rental and Utility Assistance Direct Aid Program Requirements

A. Agency's Responsibilities. Agency must:

1. Ensure that tenants are homeless, or are in danger of becoming homeless.
2. Ensure eligible tenants have an agreement with an agency providing supportive services prior to providing rental assistance.
3. Rents must be affordable according to federal requirements applicable to the HOME program. Agency must also provide City with rent and income information, demonstrating that rents are affordable
4. Ensure that tenants have a written lease between the tenant and the owner of the rental housing that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
5. Units assisted with rental assistance must comply with the City's Property Maintenance Code and HUD's Quality Standards at 24 CFR 982-401. Rental properties must have a valid certificate of rental compliance.
6. Leases must not contain any of the prohibited lease terms in 24 CFR Section 92.253(b).
7. 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.
8. Not make any payments directly to the client.

B. Eligibility Requirements.

1. Income. Annualized income for all adults in the household must be at or below fifty percent (50%) of the Area Median Income.
2. At Risk of Homelessness. Past due on rent documented by an eviction filing after March 13, 2020; current notice of intent to evict; or current past due notice.
3. Residence. Recipients must be residents of the City of Columbia, Missouri. The address of their home must be within the city limits of Columbia, Missouri.
4. Sustainability
 - a. Rent assistance is intended to achieve housing stability by maintaining client's current situation or obtaining new housing.
 - b. Assistance for a prior eviction must be preventing the client from obtaining new housing.
 - c. Assistance for a current eviction must result in dismissal of an active case or satisfaction of a previous eviction judgment.

d. Rent assistance intends ongoing sustainability for housing stability. Households must demonstrate ability to otherwise pay rent without being cost-burdened once the rent assistance period ends. If a household is unable to pay rent without being cost-burdened, participants will be referred to appropriate Love Columbia or community programs to promote sustainability, including but not limited to Extra Mile financial coaching, career coaching, Rentwell tenant training, and/or case management. Forward rent assistance requires continued engagement with the participant's housing sustainability plan.

C. Eligible Activities

1. Rental Arrears. Up to three months of rental arrears may be provided on behalf of households in need. Arrears can include late fees accrued by the household, court costs, and reasonable attorney fees incurred due to an eviction being filed. Late fees should be consistent with the fees outlined in the lease.

2. Application Fees. Application fees can be paid for households who are unhoused or need to relocate to sustainable housing. Application fees should be reasonable and screening requirements discussed with a housing provider prior to applying.

3. Security Deposits. Funds may be used to pay for a security deposit that is less than or equal to two months' rent for households who are unhoused or households receiving assistance for rental arrears needing to relocate to sustainable housing.

4. Forward Rent. Monthly forward rental assistance for up to three (3) months, depending on financial need, can be paid on behalf of eligible households that have received assistance for rental arrears or for unhoused households to provide short-term assistance to stabilize and promote sustainability. Unless otherwise authorized by the City's Director of Housing and Neighborhood Services, the following caps apply to the amount of monthly rent that may be paid.

First month: up to 100% of the monthly rent amount may be paid.

Second month: up to 75% of the monthly rent amount may be paid

Third month: Up to 50% of the monthly rent amount may be paid.

D. Total Assistance. Unless otherwise authorized by the City's Director of Housing and Neighborhood Services, the total assistance provided for a household across all eligible activities must not exceed a maximum of six thousand dollars (\$6,000.00).

Exhibit C

Monitoring Requirements

A. Records for Monitoring. Unless waived by the City's Director of Housing and Neighborhood Services, Agency must collect and maintain the following documentation for monitoring purposes:

1. Love Columbia Release of Information
2. Identification, including the photographic identification, for adults in household; and social security cards/numbers for all household members
3. MHTF-204 Income Verification Worksheet
4. Income documentation dated within the last 30 days, such as pay stubs, SSI/SSDI award letter/printout, child support statement, EBT statement for TANF
5. Verification of Need such as a copy of the eviction filing, notice of intent to evict or past due notice.
6. Proof of Need, including the lease agreement covering period of assistance requested signed by the household and landlord, eviction judgment or filing documents, ledger documenting all past due charges and fees. If a ledger is unavailable, a written statement from landlord itemizing charges and fees including number of months of rent in arrears and/or judgment.

B. City's Monitoring Requirements. In the manner, format and timeframe required by the City, the Agency agrees to adhere to all City monitoring policies including the following:

1. Agency must provide detailed financial reporting.
2. Agency must participate in compliance training (one-time).
3. Agency must receive prior approvals for certain expenditures.
4. Agency must comply with payment validations including invoices and proof of payment.
5. Agency must report semi-annual reviews.
6. Agency must submit to quarterly desk reviews.
7. Agency agrees to onsite reviews (bi-annually, or more frequently as requested by City of Columbia or subrecipient)
8. Agency agrees to an annual audit review or more frequently as requested by City.
9. Agency agrees to procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Attachment 1

Subaward details

This funding to Subrecipient constitutes a subaward of federal financial assistance provided to the City by the Treasury pursuant to Section 602(b) of the Act, as added by Section 9901 of ARPA Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

Subrecipient listed below is a subrecipient and the City is a pass-through entity for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Subrecipient pursuant to 2 C.F.R. § 200.332(a)(1):

Subrecipient name (which must match the name associated with its unique entity identifier): Love Columbia, Corp.

Subrecipient's unique entity identifier: FHXEE3LTW4H3

Federal Award Identification Number (FAIN): SLFRP1214

Federal Award Date of award to the recipient by the Federal Agency: March 11, 2021

Subaward Period of Performance Start and End Date: Effective Date to December 31, 2026

Subaward Budget Period Start and End Date: Effective Date to December 31, 2026

Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient: \$350,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the pass through entity including the current financial obligation: \$950,000.00.

Total Amount of the Federal Award committed to the subrecipient by the pass through entity: \$950,000.00.

Federal award project description: The U.S. Congress appropriated funds to the Coronavirus Local Fiscal Recovery Fund pursuant to Section 603 of Title VI of the Social Security Act, 42 U.S.C. 801

Name of Federal awarding agency: U.S. Department of Treasury

Name of pass-through entity: City of Columbia, Missouri

Contact information for awarding official of pass-through entity:

Name: City of Columbia, Missouri
701 E. Broadway
Columbia, Missouri 65201
Phone Number: 573-874-2489

Contact Information for City Project Manager:

Name: Jordan Bales
1005 W. Worley Street
Columbia, Missouri 65203
Phone Number: 573-441-6613
Email Address: jordan.bales@como.gov

Assistance Listings number and title (pass through entity must identify the dollar amount made available under each Federal Award and the Assistance Listings Number at time of disbursement): 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS.

This is not a research and development subaward.

Indirect Costs Rate: 10% de minimis rate