

AGREEMENT FOR HUD CERTIFIED HOUSING COUNSELING

THIS AGREEMENT is made as of the date of last signatory noted below (hereinafter "Effective Date"), by and between the CITY of Columbia, Missouri, hereinafter referred called the CITY, and Love Columbia, of Columbia, MO, hereinafter called "Love Columbia or Agency"

WHEREAS, the CITY requires HUD CERTIFIED HOUSING COUNSELING and

WHEREAS, the CITY has advertised for proposals for these services, and has received and analyzed such proposals.

The parties agree as follows:

1. Services, The City agrees to grant the Agency SIXTY THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND 22/100 (\$60,668.22) in CDBG-CV funds for the purpose of providing HUD Certified Housing Counseling. Love Columbia will perform all services set forth in this agreement in a diligent, competent and workman like manner. Agency agrees that all work will be completed and funds expended by April 1, 2027.
2. Payments, upon presentation of proper Upon presentation of proper documentation by the agency, the City will authorize payment of CDBG-CV funds in the form of a grant. Eligible project costs include housing counseling services for individuals using HOME Investment Partnerships funds for homeownership assistance.
3. Term, this agreement shall be for an initial one-year period, subject to appropriation of funds. The City may renew the agreement for up to four additional one-year periods. In no event will the term of this agreement exceed five years and three months from execution of this agreement.
4. Records and reports: The Agency shall survey all counseling attendees to obtain required information needed for monitoring purposes by the City or U.S. Department of Housing and Urban Development. The Agency agrees to provide the City with quarterly reports, and an Annual Program Report, including race, ethnicity, income category, female-headed households, and elderly persons attending. Information provided shall be submitted in the most recent format provided by the City for this purpose.
5. City Recognition: The Agency shall ensure recognition of the role of the City Community Development Block Grant-CV funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
6. Other Provisions
 - a. Agencies must provide counseling to current and future participants utilizing the City of Columbia Homeownership Assistance Program, the Columbia Community Land Trust or other HOME funded homeownership activity to assist them in improving their housing conditions and in meeting the responsibilities of homeownership. Agency is familiar with Title 24 CFR, Part 214 and all subparts thereof pertaining to Housing Counseling Agencies and all rules, regulations and requirements for compliance with the HUD Housing Counseling Program. Agency affirms that it is now and will remain throughout the term of this agreement a HUD approved counseling agency and shall adhere to and comply with all HUD rules and regulations for counseling services. In the event Agency loses its approved status a housing counseling agency, the agency shall immediately notify

City and this agreement shall become null and void. Agency shall maintain adequate documentation and records of counseling services, including characteristics of the attendees (i.e. race and income information, female headed households, etc.) and an audit trail of expenses, including but not limited to, cost of counseling materials, leasing of space and utility costs, if any, local and long distance telephone service, refreshments, copying charges, and all other expenses related to HUD Housing Counseling Program. All records shall, upon request, be subject to review by staff from the City of Columbia or the Department of Housing and Urban Development. Contractor will be responsible for submitting quarterly reports containing characteristics of attendees to the City Housing Programs Division staff in a timely manner and in a format required by the Department of Housing and Urban Development (HUD).

- b. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including, 2 CFR Part 200, Uniform Guidance for Federal Awards and those procurement related requirements that are specified in 2 CFR Part 570.502.
- c. In accordance with the provisions of 2 CFR 200, the Agency agrees that the City may suspend or terminate this agreement should the Agency materially fail to comply with any of the terms of this agreement and that the award may be terminated for convenience.
- d. The Agency agrees that should the program terminate during the period of time covered by this Agreement, any CDBG-CV funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG-CV funds shall be transferred to the City of Columbia.
- e. The Agency agrees to comply with the following laws governing fair housing and equal opportunity, Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- f. The Agency agrees to certify compliance with Section 504 of the Rehabilitation Act of 1973, as amended, incorporated herein by reference.
- g. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

7. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to agency having a contract with Contractor or subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
8. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Love Columbia relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to services described herein are superseded.

IN WITNESS WHEREOF, the CITY and LOVE COLUMBIA have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Date _____ BY: _____
Sheela Amin, City Clerk De'Carlton Seewood, City Manager

APPROVED AS TO FORM:

LOVE COLUMBIA

Date _____
Nancy Thompson, City Counselor

BY: Jane Williams Date 1/16/20
Jane Williams, Executive Director

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26604130-504990 CDBG HOUSINGNS CITYWIDE-COVID19-CDBG, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Date _____
Matthew Lue, Director of Finance

