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AMERICAN RESCUE PLAN ACT
ALLOCATION AGREEMENT

THIS AGREEMENT, made and entered into, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Columbia Community Land Trust, Inc., a nonprofit corporation of the State of Missouri (hereinafter "Agency") with an effective date of the last party's execution of this Agreement. City and Agency are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 constituted a national emergency and the Governor of the State of Missouri declared a state of emergency in the State of Missouri;

WHEREAS, on March 16, 2020, the City Manager of Columbia, Missouri, issued a declaration of emergency and the City Council adopted Resolution 46-20 in support of the declaration of the state of emergency;

WHEREAS, On March 21, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund to provide support to state, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and its impacts on their communities, residents and businesses;

WHEREAS, the City identified affordable housing as a community need to assist with the public health or negative economic impact of COVID-19;

WHEREAS, Agency is in need funding to either purchase or construct affordable housing in Columbia's city limits.

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

1. Allocation Amount. On October 2, 2023, the City Council passed resolution R 154-23 which announced its intent to allocate one million dollars to the Agency for the Agency to acquire land and develop affordable housing utilizing Agency's land trust model. This allocation is subject to all federal, state, and local laws, rules, regulations and guidance that regulate the use of ARPA funds for said purposes.

2. Use of Funds. The use of the allocated funding is restricted to the following uses:
    a. Purchasing vacant land and constructing affordable housing on said properties within the city of Columbia;
    b. Purchasing vacant home(s) for use as affordable housing within the city

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limits of Columbia;
c. Purchasing vacant home(s) and any renovation costs and energy efficiency improvements for use as affordable housing; and/or
d. Purchasing property containing vacant, dilapidated structure(s) and demolishing the structure(s), and building new affordable housing on the land.

3. Conditions Precedent. The City's obligations under this Agreement shall be contingent upon each and every one of the following Conditions Precedent occurring on or before December 1, 2024. Under no circumstances shall any of the following contingencies or Conditions Precedent be waived by the City. The conditions precedent to the City's obligations under this Agreement are each and every one of the following:
   a. Agency shall identify the property within the city limits of Columbia, Missouri, that Agency desires to purchase and shall provide City with a copy of Agency's contract to purchase the property and any estimated construction/renovation costs for that property.
   b. The identified property must meet all federal requirements related to the use of ARPA funding.
   c. For each property identified and approved by the City's Representative, Agency shall enter into a funding agreement, deed of trust and promissory note, substantially in compliance with Exhibits A, B, and C (hereinafter, collectively "Funding Documents") in the amount required for the purchase and any renovation and /or construction costs of that particular property.

4. Payment.
   a. Provided the Conditions Precedent have been satisfied, City shall provide funding for the purchase price and closing costs in the amount designated on the Funding Documents within ten days of the City's receipt of the executed Funding Documents for that property.
   b. Construction, renovation and demolition costs will be based upon reimbursement basis as stated in the Funding Agreement.
   c. The total amount of all payments for all properties including all construction, renovation and demolition costs shall not exceed one million dollars.

5. Term. Unless extended in writing by the City's Designated Representative, the "Term" of this Agreement shall commence on the Effective Date and shall continue until December 15, 2024.

6. Termination.

   a. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
   b. With thirty days written notice, either Party may terminate this Agreement for convenience.

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7. Notices; Designated Representatives.
   a. 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:	If to Agency:
City of Columbia	Columbia Community Land Trust, Inc.
Housing Department	11 North 7th Street
P.O. Box 6015	Columbia, MO 65201-4463
Columbia, MO 65205-6015	ATTN: Registered Agent
ATTN: Director	

   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.

   b. The City hereby designates its Housing Department Director as its Designated Representative for purposes of this Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. General Laws. Agency shall comply with all federal, state, and local laws, rules,

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regulations, and ordinances.

13. Compliance with Section 285.530 RSMo. 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 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 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.

14. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Agency 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'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 providing these services. This provision does not, however, require Agency to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

15. 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.

16. Re-Obligation of Funds. In addition to any other reason authorized in accordance with Federal laws, rules, and regulations, City may re-obligate the ARPA funding allocated in this Agreement under the following circumstances:

    a. City terminates the Agreement because of the Agency's default;

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b. City terminates the Agreement because the Agency goes out of business or dissolves;
c. City terminates the Agreement because the City determines that Agency will not be able to perform under the Agreement or otherwise carry out the subaward; and/or
d. Agency and City mutually agree to terminate the contract or subaward for convenience.

17. Electronic Signature. 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.

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

Exhibit	Description
A	Funding Agreement Template
B	Deed of Trust Template
C	Promissory Note Template

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

19. Entire Agreement. This Agreement represents the entire and integrated Agreement between Agency and City relative to the Allocation of ARPA funding herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the ARPA allocation described herein are superseded.

[Signatures on following page]

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IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlon Seewood, City Manager

Date:_____

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11008500-504990 HOUSINGNS G43102 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____

Matthew Lue, Finance Director

COLUMBIA COMMUNITY LAND TRUST, INC.

By: _____

Name: Anthony Stanton

Title: President

Date: 2/22/2024

ATTEST:

_____

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Exhibit A - Funding Agreement Template

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AFFORDABLE HOUSING FUNDING AGREEMENT

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

WITNESSETH:

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 constituted a national emergency and the Governor of the State of Missouri declared a state of emergency in the State of Missouri;

WHEREAS, on March 16, 2020, the City Manager of Columbia, Missouri, issued a declaration of emergency and the City Council adopted Resolution 46-20 in support of the declaration of the state of emergency;

WHEREAS, On March 21, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund to provide support to state, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and its impacts on their communities, residents and businesses;

WHEREAS, the City identified affordable housing as a community need to assist with the public health or negative economic impact of COVID-19;

WHEREAS, the City identified that the Agency's Project, as hereinafter described, will thereby address the public health and economic needs of those impacted by the pandemic within the City of Columbia city limits, as well as addressing longstanding health and economic disparities which amplified the impact of the pandemic in disproportionately impacted communities within Columbia, resulting in more severe pandemic impacts;

WHEREAS, Agency is in need of funds to create or purchase ____ housing units in Columbia, Missouri to maintain affordable housing for low income populations;

WHEREAS, the Agency now has a contract to purchase a qualifying property located at:

ADD LEGAL DESCRIPTION HERE

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

WHEREAS, City determined that the proposed Project is related and reasonably proportional to the public health or negative economic impact of COVID 19, and desires to use ARPA funding for the proposed Project and related services.

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

1. Statement of Work
   Subject to the terms and conditions of this Agreement, the City agrees to provide the Agency ADD AMOUNT HERE DOLLARS ($ADD AMOUNT HERE.00) to purchase and/or develop ____ affordable housing unit(s) in Columbia, Missouri legally described above; in accordance with items included in its application for ARPA funding submitted by the Agency. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with Section 603 of Title VI of the Social Security Act, the terms of this Agreement, or for uses prohibited by Section 603 of Title VI of the Social Security Act, prior to the Discharge Date. Failure of Agency to comply with all terms, conditions and requirements of the ARPA Program prior to the Discharge Date shall require

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repayment of funds to the City of Columbia upon demand.

2. Long Term Loan and Affordability Covenant

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

3. Levels of Accomplishment – Goals and Performance Measures
   The Agency shall purchase or construct --- residential units over the period of this agreement, in accordance with the following:
   a. The Agency agrees to begin utilization of city funds within 90 days of the Effective Date.
   b. The Agency agrees that all eligible costs associated with the Project for funding with this Agreement shall be incurred no later than December 31, 2024.
   c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2026.
   d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Housing and Neighborhood Services Department Director and City Council, and be subject to termination without reimbursement of additional expenditures.
   e. The Agency's obligations shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over city's funds, including program income.

4. Payments

   a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency for the Agency's costs of renovation, construction, design and inspection services, including all improvements to the real property, in Columbia, Missouri for which the City is being billed consistent with the Agency's ARPA proposal for the identified property. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon (if applicable) and state prevailing wage compliance, lien waivers from contractors, material

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suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.

b. To the extent applicable to this Project, the Agency shall not obligate funds for payment for construction activities under this agreement until the Agency has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the Agency from the Department of Housing and Urban Development and/or the U.S. Treasury.

5. Matching Funds
No matching funds are required.

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

7. Records and Reports:

a. The Agency shall provide all information needed for monitoring purposes by the City, the U.S. Treasury, or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City, the U.S. Treasury, and the Department of Housing and Urban Development.

b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the ARPA Program.

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

d. In addition to income information, the Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.

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

8. Termination.

a. Termination for Cause. In the event that Agency fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR § 200.339 through 200.343. Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following: (i) Reasonable description of the default/reason for termination; (ii) Demand for a cure; and (iii) Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than thirty, nor more than

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sixty, days. Such times shall be measured from the actual receipt of said notice. In the event of termination of this Agreement by the City, when termination is due to noncompliance as set forth above, Agency shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, Agency may also be required to refund all the funding awarded during the period of this Agreement that have already been spent by Agency and reimbursed by the City. If Agency cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

b. Termination by Mutual Agreement. The parties may agree to terminate this Agreement for their mutual convenience. The Parties will state the effective date of the termination and the procedures for proper closeout of the Agreement, which shall be documented in writing and signed by both parties.

9. Other Provisions.

a. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia.

b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.

c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.

d. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)

e. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.

f. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

g. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.

h. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.

i. The Agency agrees to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act (if applicable) and state laws with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.

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j. Agency shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

p. The Agency shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).

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

r. The Agency shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.

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

t. Program Income. Per 2 CFR 200.307, the U.S. Treasury specified that recipients may add program income to the Federal award. Any program income generated from the use of the funds must be used for the purposes and under the conditions of the Federal award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds **is not** program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1.

10. Certification Of Agency Regarding Debarment

Agency certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Agency, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Agency will accomplish this by: (1) Checking the System for Award Management at website: http://www.sam.gov.; (2) Collecting a certification statement

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similar to the Certification of Agency Regarding Debarment above; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the U.S. Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered into the covered transaction, the U.S. Treasury may pursue any available remedies, including suspension and debarment of the non-compliant participant.

11. Certification Regarding Lobbying

Agency certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. Federal Funding

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

13. Increasing Seat Belt Use in the United States

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

14. Reducing Text Messaging While Driving

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

15. Procurement Of Recovered Materials

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

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resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

17. Compliance with Laws
    Agency shall comply with all applicable laws, ordinances, codes, and regulations of the United States, State of Missouri, and the City of Columbia, including but not limited to Section 285.530 RSMo

18. Section 200.322 Domestic Preferences For Procurements; and the Build America, Buy America Act
    To the greatest extent consistent with law, Agency shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel cement, and other manufactured products). The requirements of this section 200.322 and the Build America, Buy America Act must be included in all subcontracts and purchase orders for work or products under this award, as those terms are defined in Section 200.322 of Title 2, Subtitle A, Chapter II, Part 200 Subpart D, and in the Build America, Buy America Act

19. Never Contract with the Enemy
    Agency shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.

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

21. Compliance
    Upon finding that the Agency materially fails to comply with any term of this Agreement, subject to the provisions of Paragraph 8, the City may require that any ARPA funds on hand at the time of such funding shall be transferred to the City of Columbia and future assistance may be denied.

22. Federal Funding Accountability and Transparency Act of 2006
    Agency shall provide City with all information requested by City to enable City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

23. Governing Law and Venue
    This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

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

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25. Notice To Transferees

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

{Signatures on following page}

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

COLUMBIA COMMUNITY LAND TRUST, INC.

By: _____
Anthony Stanton, President
Date: _____

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager
Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11008500-504990 HOUSINGNS G43102 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

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Exhibit B – Deed of Trust Template

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DEED OF TRUST

THIS DEED, made and entered into as of the _____ day of _____, 2024, by and between Columbia Community Land Trust, Inc., a nonprofit corporation organized in the State of Missouri, (Grantor), of the City of Columbia, State of Missouri, hereinafter called Party of the First Part and Nancy Thompson (Trustee), Party of the Second Part, and the City of Columbia, State of Missouri, a municipal corporation (Grantee), whose address is P.O. Box 6015,Columbia, Mo, 65205-6015, Columbia, State of Missouri, Party of the Third Part.

WITNESSETH: That the said Party of the First Part, for and in consideration of the debt and trust hereinafter described and created, and the sum of One Dollar to said Party of the First Part paid by the Said Party of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said Party of the Second Part, the following described Real Estate situated in the City of Columbia and State of Missouri, towit:

ADD LEGAL DESCRIPTION HERE

together with all rights, interests, easements, hereditaments and appurtenances thereunto belong, the rents, issues and profits thereof and revenues and income therefrom, all buildings, improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and airconditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TO HAVE AND TO HOLD the above described property, as now or hereafter existing, unto the said Party of the Second Part and to his successor, successors, heirs in this Trust forever and possession of said property and premises is not delivered unto said Party of the Second Part, including the right to collect rents and other revenues as hereinafter set forth.

IN TRUST, however, for the following purposes:

WHEREAS, the said Party of the First Part, being justly indebted to the Party of the Third Part for money in the principal sum of **ADD AMOUNT HERE DOLLARS ($ADD AMOUNT HERE.00)** has to secure said principal and interest to be earned thereon, executed and delivered to the Party of the Third Part, promissory note or notes of even date herewith, expressed to be for value received, drawn to the order of the Party of the Third Part.

TO SECURE the payment of promissory note or notes on file with the Department of Housing and Neighborhood Services, City of Columbia, the party of the First Part has executed this Deed of Trust, and has also agreed with said Third Party, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; and also to keep the improvements upon said premises constantly and satisfactorily insured, until said

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note is fully paid, against fire and extended coverage, in the full amount of this Deed of Trust, and to carry such other insurance and in such companies as holder of said note may require, and the policies therefore to keep constantly assigned unto the said Party of the Second Part and deposited with the party of the Third Part for further securing the payment of said note, and the proceeds thereof apply towards the payment of said note. The holder of said note is hereby given the privilege and authority to make proof of loss and adjust and collect insurance. The trustee may assign policies to purchaser at foreclosure, and owner shall not be entitled to unearned premiums. And the said party of the First Part hereby guarantees to the said Party of the Third Part, that the said property herein described is free and clear of mechanics' liens; and said Party of the First Part further agrees that, in case any liens should hereafter be filed against said property, then said liens so filed shall have the same force and effect as if any installment of said note, hereinbefore described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect, and carried out as if said note were actually in default. Party of the First Part also agrees promptly to pay when due all notes; and to perform all covenants, in any deed of trust prior in lien to these presents. It shall be the privilege of said Party of the Third Part, and assigns, in case of default on the part of the Party of the First Part or assigns to promptly pay all taxes, effect insurance, remove mechanics' liens and pay prior notes, as above herein provided, to pay such taxes, insurance and mechanics' liens, or notes of any prior deed of trust, and in the event that the said Party of the Third Part, assigns or legal representatives, or the Party of the Second Part, or her successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes, insurance, mechanics' liens, or notes, than all money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of six per centum per annum, from the time of so expending the same.

THE said Party of the First Part hereby appoints the said Party of the Second Part a true and lawful attorney in fact to manage said property and collect the rents, with full power to bring suit for collection of said rents and possessions of said property. Giving and granting unto the said Party of the Second Part and unto her agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Party of the Second Part to make to cause to be made, any repairs that may be needed and necessary. The said Party of the Second Part shall receive the proceeds of the rents and profits and said premises, out of which she shall pay: FIRST: Reasonable charges for collection of said rents, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents; NEXT: General and Special Tax and accrued principal and interest under prior deed of trust due and remaining unpaid, and the remainder, if any, she shall apply toward the payment of the note herein mentioned as it falls due. This power of attorney and assignment of rents shall be irrevocable until this deed of trust has been satisfied and released of record and the releasing of this deed of trust shall act as a revocation of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment of principal or interest notes secured hereby or any extension thereof, or default in performance of any covenant in this deed contained, and shall continue only during such default or any subsequent default.

SAID Party of the First Part hereby covenants to keep all the buildings now or hereafter on said premises, in good repair and in tenant able condition, without any liability of the Party of the Third Part to any person for damages, for failure to repair; nor for any mechanics' lien therefore, and upon the actual or threatened demolition or removal of any of the buildings on said premises, or the completed condemnation of lot or buildings for streets or otherwise, the whole principal sum shall at the option of the Party of the Third Part, at once, become due and payable. Any amounts awarded in condemnation proceedings or taking the property herein described or any part thereof, shall be paid to said Party of the Third Part, to be applied on the indebtedness hereby secured, and, that at the option of the Party of the Third Part, upon transfer of possession or title to said premises, the whole unpaid principal sum shall, at once, become due and payable.

IT having been agreed between the parties hereto, that when any installment of said note, or any note secured by any prior deed of trust, whether of interest or principal, after having become due and

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payable, shall remain unpaid, or upon default of any condition set out in the promissory note, then the entire unpaid balance of said note herein described shall, at the option of the holder thereof, become due and payable, at once, whether due on its face or not.

WITHOUT the written consent of the Third Party, no security interest will be created or suffered to be created under the provisions of the Missouri Uniform Commercial Code, as same, together with any amendments or supplements thereto, may be in effect, with respect to any goods fixtures equipment, appliances, or articles of personal property now attached to or used or hereafter attached to or used in connection with the premises.

FURTHER PROVIDED, however, that Party of the First Part may separate ownership of the above-described property from ownership of the improvements located on such property and may sell, transfer and convey such improvements free and clear of this Deed of Trust with the underlying property remaining subject to the terms and conditions of this Deed of Trust. Such sale shall not constitute a default or breach of this Deed of Trust. So long as Party of the First Part is not otherwise in default, Party of the Third Part shall execute a deed of release as to such improvements upon request.

NOW THEREFORE, if the said Party of the First Part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holder thereof, respectfully, the said promissory note above mentioned and all installments thereof, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements hereinbefore set forth, then this trust shall cease and be void, and the property hereinbefore conveyed shall be released at the cost of the said Party of the First Part; but if said note, or any part thereof or any note or part thereof secured by any prior deed of trust, be not so paid at maturity, according to the tenor of the same, or if said taxes, general and special, or insurance premiums be not promptly paid when due and mechanics' liens released, or if default be made in due fulfillment of said covenants and agreements, or if any of them, then this conveyance shall remain in force, and said Party of the Second Part, or in case of his death, or disability, or his or its neglect or refusal to act, then the sheriff of Boone County as successors in trust, or in the case of his inability to act, then a successor appointed by the holder of the note, or, if none be so appointed then a successor by the Circuit Court, may, at the request of the legal holder of the note secured hereby, proceed to sell the property hereinbefore conveyed, or any part thereof, at public venue or outcry at the south front door of the Court House in Columbia, in the County of Boone, and State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgage and deeds of trust then in effect; and upon such sale shall execute a deed in fee simple of the property sold, to purchaser or purchasers thereof, and shall receive the proceeds of such sale, out of which said trustee shall pay, first the cost and expense of executing this Trust, including lawful compensation of said Trustee; and next, shall repay any person and persons who may or shall, under the covenants herein before set forth, have advanced or paid any money for taxes, mechanics' liens, insurance or prior notes, as above provided, all sums so by said persons advanced and not already repaid, together with interest thereon at the rate of six per centum per annum from the date of such advance, till day of payment; and, next, the amount unpaid on the note secured hereby, together with the interest accrued thereon, and next the amount due on junior encumbrances, and the balance to the Party of the First Part, assigns, or legal representatives. And each time that it shall become necessary to insert an advertisement for foreclosure and sale if not had, then the trustee shall be entitled to receive the amount of all advertising charges from the Party of the First Part.

PROVIDED, however, that nothing in this Deed shall be construed as to prevent the legal holder of said note, to have and to take every legal step and means to enforce payment of said note, without having first caused the execution of the Trust herein created.

AND the said Party of the Second Part covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct.

WHENEVER in this instrument the expression "First Party", "Second Party", or "Third Party", appears, it shall be held in each case to refer to and include the person or persons, singular or plural,

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natural or artificial, described in the premises of this deed, and the covenants and agreements herein above contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "First Party", and any legally appointed successor of said "Second Party", and the endorsees, assigns and legal representatives of said "Third Party".

IN WITNESS WHEREOF, said party of the first part has executed these presents as of the day and year first above written.

COLUMBIA COMMUNITY LAND TRUST, INC., a nonprofit corporation

BY: _____

Anthony Stanton, President

[ ]

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 20____, before me, the undersigned notary, personally appeared Anthony Stanton (name of document signer), (personally known to me)(proved to me through identification documents, which were _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposeas President for Columbia Community Land Trust, Inc, a nonprofit corporation.

_____ (official signature and seal of notary.)

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Exhibit C – Promissory Note Template

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PROMISSORY NOTE

Project No. ---------- Place: Columbia, Boone County, Missouri

Loan Number --------- Date: _____

Loan Amount $ADD AMOUNT HERE Discharge Date: _____ (being twenty (20) years from the Date of this Promissory Note)

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the City of Columbia, Missouri, the sum of ADD AMOUNT HERE DOLLARS ($ADD AMOUNT HERE.00), with interest from the date hereof at the rate of ZERO percent (0%) per annum, payable and contingent upon the sale, conveyance, or other disposition of the following described real property prior to the Discharge Date, or failure to comply with the provisions of the Affordable Housing Funding Agreement between the undersigned and the City dated _____, 2024, for the following described real property, prior to the Discharge Date:

ADD LEGAL DESCRIPTION HERE

IN THE EVENT that the aforesaid contingencies of failure to use the property as specified or of sale, conveyance or other disposition of the above-described real property occurs prior to the Discharge Date, the principal amount shall become immediately due and payable in lawful money of the United States at the office of the Finance Department of the City of Columbia, Missouri, or at such other place as may be designated by the City; provided, however, that upon the Discharge Date, if there has not been a failure of said contingencies, as evidenced by the City's prior demand for payment, this note and all amounts otherwise due hereunder, shall be cancelled, discharged and of no further force or effect.

THE UNDERSIGNED reserve(s) the right to prepay at any time all or any part of the principal amount of this note without the payment of penalties or premiums. All payments on this Note shall be applied to the principal due on the Note, and the remaining balance shall be applied to late charges if any. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed 6% per annum.

IF SUIT is instituted by the City to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorneys' fees and court costs.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

COLUMBIA COMMUNITY LAND TRUST, INC. A NONPROFIT CORPORATION

BY: _____
Anthony Stanton, President