City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-402
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2016 CDBG Recipient Agreement
2) Council Bill No 2018-402

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Legal Aid of Western Missouri for 2016 Community Development Block Grant funds.

DISCUSSION:

The Abandoned Housing Act (S.B. 376, *amended* S.B. 513, *et al.*) allows for not-for-profit organizations to file with the respective circuit court to clean and ultimately retain title of abandoned properties, abandoned being defined by state statute. This act has been well used, in terms of successful implementation and improvement of neighborhood health, in other jurisdictions within the state of Missouri.

Quite Title Action (RS MO Section 527.150) allows for the confirmation of ownership following tax sale or any property with uncertain receivership. The City of Joplin currently holds sixty-three properties deeded by Jasper County or other parties that titles are not "clean."

The attached agreement is funding for a pilot program, in which, Legal Aid of Western Missouri will provide Abandoned Housing Act and Quite Title Action legal services for non-profit affordable housing developers. This Council Bill provides Ten Thousand Dollars and Zero Cents ($10,000.00) from Community Development Block Grant B16MC290008. The funds will be used to subsidize soft-costs for the provision of affordable housing, and familiarize area affordable housing providers with these legal tools for future implementation.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement.

CDBG RECIPIENT AGREEMENT BETWEEN THE CITY OF JOPLIN AND LEGAL AID OF WESTERN MISSOURI FOR 2016 CDBG PROGRAM YEAR

THIS AGREEMENT, made and entered into as of the date on the signature page, by and between the CITY OF JOPLIN, hereinafter referred to as "CITY," and LEGAL AID OF WESTERN MISSOURI, hereinafter referred to as "LEGAL AID."

WITNESSETH;

That in consideration of the covenants and agreements contained herein, the CITY agrees to subsidize the cost of the completion of two Abandoned Housing and Clean Title Projects, which provides legal services to acquire clear title and/or possession for those properties for its partners who will rehabilitate them and turn them into high quality housing. The total subsidy is not to exceed Ten Thousand Dollars ($10,000.00).

LEGAL AID, in consideration of mutual covenants and agreements contained herein, agrees to provide the following services for CITY:

SECTION 1. DESCRIPTION OF WORK:

1.1 The Abandoned Housing and Clean Title Project will identify abandoned properties that can be rehabbed and will take legal action to acquire clear title and/or possession of those properties for its partners who will rehab them and turn them into high quality housing. LEGAL AID's attorneys will complete the legal work for two Abandoned Housing and/or Clean Title Projects for the sum of $10,000.

1.2 Only those properties within the boundaries of the City of Joplin, Missouri will be eligible for the Abandoned Housing and Clean Title Project.

1.3 LEGAL AID and its partner organization shall determine and document the eligibility of each property under this contract.

1.4 The services to be performed pursuant to this Contract shall terminate and no financial commitment shall be made by LEGAL AID that extends beyond one year from the date of this contract.

1.5 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

SECTION 2. BUDGET AND USE OF FUNDS:

2.1 LEGAL AID will utilize the CDBG funds. The source of CDBG funds come from Grant B16MC290008. LEGAL AID will utilize the CDBG funds for its Abandoned Housing and Clean Title Project by billing only direct service time it provides performing the tasks required for this program, with costs and billing to be handled on a "purchase of service" basis. Billable work under this contract will include the recruiting, training, collaboration with and oversight of project partners, including but not limited to not-for-profit organizations that have an ownership interest or are seeking an ownership interest in abandoned or blighted properties, and contractors and others who may do actual rehabilitation work on property.

2.2 LEGAL AID states the present charge for its legal services is as follows: $10,000 for the legal services to complete two Abandoned Housing Act cases.

2.3 LEGAL AID understands and agrees that receipt of said funds is conditioned upon LEGAL AID's compliance with 24 CFR Part 570, "Community Development Block Grants; Final Rule," a copy of which has been provided to LEGAL AID and is on file in the Office of the City Clerk and is incorporated herein by reference as part of this Contract.

2.4 LEGAL AID further understands and agrees that no funds herein shall be authorized to assist ineligible activities described in 24 CFR Part 570.207(a).

2.5 LEGAL AID further understand and agrees that all activities funded with CDBG funds must meet one of the CDBG programs's National Objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2.6 LEGAL AID further understands and agrees that the activities carried out under this AGREEMENT will meet an activity directly benefiting low and moderate income homeownership as described in 570.201(n).

2.7 LEGAL AID understands and further agrees that Community Development Block Grant funds are NOT to be used for the purpose of fund raising activities, including the purchase of prizes, supplies, printing expenses, or other expenses which are for the direct or indirect use of fund raising activities.

2.8 LEGAL AID further understands and agrees that Community Development Block Grant funds are NOT to be used for gratuitous expenses or bonuses, i.e., employee Christmas bonuses.

SECTION 3. PERFORMANCE REPORTS AND REPORTING REQUIREMENTS:

3.1 CITY, however, reserves the right to request additional information as may be necessary and LEGAL AID further agrees to provide the Planning and Community Development Department with such additional information as may be required for the

City to comply with its sub-grantee monitoring requirements for HUD purposes unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

3.2 LEGAL AID agrees to retain all information pertaining to the CDBG funded activity for a period of five years.

3.3 CITY OF JOPLIN agrees that the CDBG program's National Objective will be documented with data collected during the acquisition and rehabilitation process.

SECTION 4. PROHIBITION OF RELIGIOUS INFLUENCES:

4.1 LEGAL AID agrees to conduct its CDBG funded services in a manner that is free from religious influences and in accordance with the following principles:

a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b) It will not discriminate against any person applying for emergency assistance on the basis of religion and will not limit such activities or give preference to persons on the basis of religion; and

c) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of counseling services provided under this contract.

SECTION 5. EQUAL EMPLOYMENT OPPORTUNITIES:

5.1 LEGAL AID gives assurance and understands that this contract is awarded in reliance on such assurance that LEGAL AID will not unlawfully exclude persons from services or employment under this contract on the basis of sex, race, color, religion, national origin, age, handicap or veteran status.

5.2 LEGAL AID agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin; and shall take affirmative action to insure that applicants for employment and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship; shall post in

conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause; and shall agree that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

5.3 LEGAL AID further agrees to provide to CITY, data on employees in each of the recipient's programs funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and provide to CITY documentation of any actions undertaken to assure equal employment opportunities are provided to all persons regardless of race, color, national origin, sex or handicap in agency's CDBG assisted programs.

SECTION 6. PROVISIONS OF AGREEMENT:

6.1 LEGAL AID agrees to conduct its Community Development Block Grant (CDBG) funded activity or service in compliance with 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and to comply with the requirements and standards of the following regulations, a copy of which has been provided to LEGAL AID and is on file in the office of the City Clerk and the Department of Planning and Community Development and is incorporated herein by reference as part of this contract:

- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments." This circular establishes principles and standards for determining allowable costs under federal grants.

- OMB Circular A-122 "Cost Principles for Non-Profit Organizations." This circular establishes principles for determining allowable costs under grants, contracts and other agreements with non-profit organizations.

- OMB Circular A-133 "Audits of Institutions of States, Local Governments and Non-profit Institutions"

- Specific provisions of 24 CFR Part 84. These regulations set forth uniform requirements for non-profit organizations, including financial management systems, property standards, procurement standards, reporting and recordkeeping. These regulations also implement OMB Circular A-110.

6.2 *Provide Opportunities for Local Businesses, Residents, and Low Income Persons*: LEGAL AID agrees to provide opportunities for local businesses, residents, and low income persons through compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and further agrees to include the Section 3 requirements in all contracts and subcontracts for work or services assisted in full or in part with CDBG funds. These requirements are expressly set out in Exhibits 1 and 2, which are by this reference incorporated herein as part of the contract. LEGAL AID further agrees to provide CITY documentation of its

actions undertaken to meet the requirements of Section 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate- income persons and the use of local businesses.

6.3 *Environmental Review of Record:* The CITY OF JOPLIN(Responsible Entity) has completed an Environmental Review of Record(ERR) and the CITY OF JOPLIN(Responsible Entity) shall maintain the ERR, as required by HUD.

6.4 *Non-Discrimination:* LEGAL AID agrees to comply with the terms and conditions relating to compliance with Title VI of the Civil Rights Act of 1964, and HUD regulations with respect thereto, which provide that no person shall be excluded from participation, denied benefits or be subjected to discrimination on the grounds of age, race, religion, creed, color, sex, national origin, ancestry or disability under any program or activity receiving Federal financial assistance. LEGAL AID further agrees to require all its contractors and subcontractors to comply with this Act which prohibit unfair or discriminatory employment practices.

6.5 *Non-Discrimination Based on Handicap*: LEGAL AID agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112) as amended, referring to nondiscrimination based on handicap.

6.6 *Drug Free Workplace*: LEGAL AID agrees to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), and certifies it will adhere to the requirements of said Act, by executing and filing with CITY a "Certification Regarding Drug-Free Workplace Requirements", a copy of which is attached hereto and made a part of this contract. LEGAL AID further agrees that the requirements of the Drug-Free Workplace Act will be initiated within thirty days after execution of this Contract and CITY will be notified in writing accordingly.

SECTION 7. RECORDS REQUIRED WHEN EQUIPMENT IS ACQUIRED WITH FEDERAL FUNDS:

7.1 LEGAL AID agrees to maintain property records on any equipment (including replacement equipment) acquired in whole or in part with CDBG funds. Property records must include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of CDBG participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A copy of the property record shall be provided to CITY.

7.2 LEGAL AID further agrees to conduct annually a physical inventory of the property and reconcile the results of the inventory with the property records, and develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property,

and agree to investigate and report any loss, damage or theft to CITY in accordance with 24 CFR 85.32.

SECTION 8. AUDIT REQUIREMENTS:

8.1 LEGAL AID agrees to comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), LEGAL AID will provide the CITY with a complete audit of its expenses for the term of this contract, if required by the Single Audit Act.

8.2 LEGAL AID further agrees to make all records concerning expenditures and services funded by CDBG available at all times to the CITY for the term of this contract and allow the CITY to conduct routine monitoring and reviews of internal control and actual expenditures unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

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SECTION 9. MUTUAL AGREEMENTS:

9.1 LEGAL AID agrees to indemnify, defend, and hold harmless the CITY, its officials, employees and agents from any and all loss, liability, or damage as a result of claims, demands, costs, or judgments of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this contract.

9.2 LEGAL AID agrees to abide by all federal, state, and local laws, rules, regulations, and ordinances which may now or hereafter be in effect, applicable to providing services under this contract, and LEGAL AID agrees to indemnify, defend and hold harmless the CITY, its officials, employees, and agents from any violation of said laws, rules, regulations, and ordinances.

9.3 The parties to this contract agree that LEGAL AID is an independent contractor and LEGAL AID shall not, under any circumstances, be deemed an employee of the CITY.

9.4 No member, officer, or employee of LEGAL AID, or its designees or agents, no member of the CITY, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Grant.

9.5 LEGAL AID agrees to provide any workers compensation insurance for its employees as required by state law. In addition, LEGAL AID will maintain motor vehicle insurance pursuant to minimum state requirements for operation of any motor vehicles under its direction and control.

SECTION 10. COMPLIANCE WITH TERMS OF CONTRACT:

10.1 The terms of this contract shall be binding on the parties and their heirs, successors, assigns, agents or representatives and the terms herein may only be modified in writing and executed by the parties hereto.

10.2 CITY and LEGAL AID agree that upon expiration of this contract, LEGAL AID shall transfer to CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, with the exception that LEGAL AID has been notified by CITY it will receive additional CDBG funding in the next fiscal period.

10.3 LEGAL AID understands and agrees that if LEGAL AID materially fails to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances: Temporarily withhold cash payments pending correction of the deficiency by LEGAL AID; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the program; withhold further awards for the program, or take other remedies that may be legally available.

10.4 CITY agrees to provide LEGAL AID an opportunity for a hearing, appeal, or other administrative proceeding to which LEGAL AID is entitled under any statute or regulation applicable to the action involved, as provided in 24 CFR 85.43.

10.5 Except as provided above, this contract may be terminated in whole or in part only as follows: (a) By the CITY with the consent of LEGAL AID in which case the CITY and LEGAL AID shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By LEGAL AID upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44 (a).

SECTION 11. NOTICES:

11.1 Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:
Grantee: City of Joplin, Troy Bolander, Director of Planning, Development and Neighborhood Services, 602 S. Main Street, Joplin, MO 64801
Phone: 417-624-0820
Fax: 417-625-4738

Recipient: Legal Aid of Western Missouri, Pamela Roychaudhury, Managing Attorney, 302 South Joplin, Joplin, MO 64802
Phone: 417-782-1650
Fax: 417-782-1653

SECTION 12. ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the Grantee and the Recipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____day of _____, 2018.

A T T E S T:

_____
Thomas Walters, Planner

CITY OF JOPLIN, MISSOURI

_____
Troy Bolander, Director of Planning, Development, and Neighborhood Services

LEGAL AID OF WESTERN MISSOURI

_____
Joseph P. Dandurand, Executive Director

COUNCIL BILL NO. 2018-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

WHEREAS, the City of Joplin and Legal Aid of Western Missouri, are desirous of entering into an agreement whereby Legal Aid will provide legal services to assist the non-profit affordable housing organizations through the expenditure of Community Development Block Grant Program (CDBG) funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri is entered into that describes the expenditure of 2016 CDBG funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager or his designee**,** Director of Planning, Development and Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney