



**CITY OF INDEPENDENCE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2025-26 PUBLIC SERVICE APPLICATION**

Applications Open for 2025-26 Program Year (July 2025 – June 2026)

The City of Independence is now accepting applications for the 2025-26 Community Development Block Grant (CDBG) Public Service Program. This program is aimed at providing essential services to residents within the City of Independence, with a focus on targeting the City’s Low- and Moderate-Income Census Block Groups.

Application Requirements:

- All application forms must be completed in full, with all required documents attached.
- Incomplete applications, missing documents, or submissions past the deadline will not be eligible for funding.

Submission Deadline:

All applications must be submitted by **5:00 P.M. on December 13, 2024** and emailed to cdbg@indepmo.org.

Next Steps:

- Applicant agencies will be required to present their proposals to the City’s CDBG Advisory Committee, this will be scheduled for January 2025.
- Agencies will receive confirmation of the meeting date, time, and location via email.
- Following presentations and discussions, the CDBG Advisory Committee will provide funding recommendations to City staff.
- City staff will email each applicant the awarded funding amount. (Sample Written Agreement attached).

**INCOME LIMITS*
PERCENTAGE OF MEDIAN INCOME FOR KC Mo-Ks Metro**

Number in Household	Very Low Income (50% of Median or less)	Extremely Low Income	Low Income (not greater than 80% of Median)
1	\$36,100.00	\$21,700.00	\$57,750.00
2	\$41,250.00	\$24,800.00	\$66,000.00
3	\$46,400.00	\$27,900.00	\$74,250.00
4	\$51,550.00	\$31,200.00	\$82,500.00
5	\$55,700.00	\$36,580.00	\$89,100.00
6	\$59,800.00	\$41,960.00	\$95,700.00
7	\$63,950.00	\$47,340.00	\$102,300.00
8	\$68,050.00	\$52,720.00	\$108,900.00

*These limits will change in June 2025 and updated figures will be confirmed prior to execution of the agreement.

For additional information or questions please contact cdbg@indepmo.org.

Organization & Program Information

Organization Name	DBA (if applicable)		
Type of Organization	Amount Requested		
Tax ID Number	UEI Number		
Organization Mailing Address	City	State	Zip
Program Contact Name / Title	Phone	Email	
Authorized Contact Name / Title	Phone	Email	

Program Project Name & Description (brief description of program for which the requested funds would be used). The explanation must reference the eligibility activity and national objective that will be met and what activities are proposed to be undertaken with the funds:

Outcome Performance Measurements

Please mark the appropriate performance measurement objective (check only one):

*Tip – When selecting an objective, ask: What is the purpose of the activity? What does the larger community need that you program/project is seeking to address?

- Creating Suitable Living Environments
- Provide Decent Affordable Housing
- Create Economic Opportunities

Please mark the appropriate performance measurement outcome (check only one):

*Tip – When selecting an outcome, ask: What type of change or result am I seeking?

- Availability/Accessibility
- Affordability
- Sustainability

Please identify Performance Indicators: e.g., Income level of persons, households assisted, homeless persons assisted, seniors assisted:

Please identify the CDBG National Object your program/project achieves:

Each activity must meet one of the three broad national objectives: a) to benefit low and moderate-income persons; b) to aid in the prevention or elimination of slums or blight; c) to meet other community development needs having a particular urgency. Mark one of the boxes below that appropriately describes the low to moderate income persons the national objective the proposed activity intends to meet:

- Area Benefit** - Area-wide activities benefit all residents in a particular area, where at least 51% of the people are low and moderate-income. The service area of the project must be specifically identified by Census Tracts Block Groups
- Limited Clientele** - Limited clientele activities benefit low and moderate-income persons without regard to the area being served. At least 51% of the persons participating in the activity must be low and moderate-income and the activity must meet one of the following criteria:
 - Income guidelines. The activity must have eligibility requirements which limit the activity exclusively to low and moderate-income persons; or
 - Nature and location. The activity must be of such nature and in such a location that it may be concluded that the activity's clientele will primarily be low and moderate-income persons, i.e., public housing activities.
- "Client Based" (Provides services City-wide to low-income clients)**
Activities are offered to all residents of a specific group of low-income residents in the entire City. Income verification is required of all clients serves along with all other client statistical requirements (e.g., racial data).
- "Presumed Benefit" Clients (Provides services only to specific approved groups)**
Activities that exclusively serve a group of persons in any one or a combination of the following HUD approved categories that are designated as "presumed to benefit" persons who are low to moderate income. Because these groups are "presumed" to be low income, individual verification is not required, although other client statistical information is required. *HUD Definition of "Presumed Benefit" Categories include Elderly Person (over 62 years of age), Homeless Persons, Persons with HIV/AIDS, Domestic Violence Victims, Abused Children & Disabled Adults.
- Job Retention Activities** - An activity designed to create or retain permanent jobs where at least 51% of which, computed on a full-time equivalent basis, involve the employment of low and moderate-income persons.
- Housing** - Community development activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low to moderate-income households.

Standards to Determine Program/Project Eligibility

Identify which of the 2022-2026 Consolidated Plan Goals would be addressed by your program/project:

- Community Code Enforcement & Blight Removal
- Single & Multi-Family Residential Rehabilitation
- Community Infrastructure Support
- Community Facilities Support
- Community Public Services for All Types of Clients
- Economic Development

Identify which of the City's Consolidated Plan Public Service priorities are addressed by your program/project:

- Subsistence level housing (rent/utilities) assistance to prevent disconnection
- Homeless Case Management & Counseling
- Homeless Shelter & Transitional Housing Operations
- Public Services for Special Needs Populations
- Supportive Services for Homeless & At-Risk Homeless
- Transportation Services
- Job Training
- Domestic Violence Prevention & Services
- Education/Self-Sufficiency Programs
- Fair Housing Activities

Describe the population/target group your project will serve and how low and moderate-income persons will benefit:

- Seniors
- Homeless
- Disabled
- Youth
- Single female head of household

Will the proposed program/project serve Low-Income Census Tracts? Yes No

Briefly describe how the program/project addresses the Consolidated Plan priorities and how it relates to other City of Independence activities:

Relationship to Existing Programs

Describe how the need for existing City services would be increased, decreased, or otherwise affected by this proposal:

Identify short- and long-term funding sources (both City & non-City) which have been sought, or are anticipated to be sought, by the applicant. Please segregate by program and sources. Attach commitment or approval letters of funding, if available.

Source	Federal	State	Other	Private	Status*	Award Date

*Status – Committed or Pending

Funding Request, Goals, and Objectives

Complete for activity for which you are requesting funding:

Eligible Activity (Program Name): _____

Funds Requested: _____

Goal (Proposed No. of Service Units): _____

Unit Cost: _____

Goal (Proposed No. of Clients Served): _____

Projected Number of persons served (unduplicated counts) for July 2025 – June 2026 _____

Describe how your agency evaluates the effectiveness of the activity to be funded. Please include a copy of any recent evaluations, internal or external, of the agency’s programs. Attach copies of all intake forms and data collection tools that will be used to verify achievement of program goals and objectives. Specify the staff person (name/title) who will be responsible for monitoring progress.

Organizational Capacity & Experience

Please attach documentation answering the following questions (note page number on Checklist below):

1. Please outline your organization’s purpose, including how long the organization has been in operation, mission statement, and current business plan, if applicable.
2. The locations of facilities, and days and hours of operation within the City of Independence.
3. The area served by the organization and how long the organization has been serving the area.
4. Outline executive staff’s experience and qualifications for managing the proposed program. Include staff members who will be directly responsible for managing the activity proposed for funding. Please provide copies of operational job descriptions of the executive staff and members involved in the program.
5. Describe internal administrative controls to be used, including financial record-keeping procedures and management controls. Include/attach copy of financial policies.
6. Describe the record-keeping system to be used to maintain program data.
7. Describe the mechanism to be used to fulfill responsibilities regarding federal cross-cutting regulations that may apply (e.g., non-discrimination, equal employment, other local, state, and other federal requirements). If applicable, please provide copy of existing administrative and/or program policies.

Certification

I certify that, to the best of my knowledge, all the information provided in this application, including all the additional information attached, is true and complete. I further certify that my agency has fully and accurately analyzed the needs and has exhausted all its resources in its effort to identify and secure other funding for this program. I understand that the City’s CDBG/HOME funding is limited and should be directed to high priority programs and projects and this application should not be considered as a guarantee that CDBG/HOME funding will be granted for this program. I further understand that CDBG funded activities must be carried out within the existing City Limits of the City of Independence, Missouri.

_____ (Name of Agency Requesting CDBG/HOME Funding) certifies that it will provide the services as described herein, if CDBG/HOME funding is granted, and agree to adhere to all relevant Federal, State, and local regulations and other requirements as established by the City of Independence, Missouri.

I certify that my agency has reviewed HUD’s Playing By the Rules manual (viewable and downloadable at www.hudexchange.info/resource/687/playing-by-the-rules-a-handbook-for-cdbg-subrecipients-on-administrative-systems/) and fully understands its responsibility for significant records tracking and reporting requirements and for all necessary adjustments to the agency’s management and operation procedures so that they are in compliance.

Signature – Person completing the application

Title

Date

Signature – President/CEO of the agency

Title

Date



Checklist	Comments	Page Number
<input type="checkbox"/> Application		
<input type="checkbox"/> Agency Annual Operational Budget (see spreadsheet template on website)		
<input type="checkbox"/> Organizational Capacity & Experience		
<input type="checkbox"/> Federal & State Tax Exemption Determination Letters/Non-Profit Certification (e.g. IRS 501C(3) letter)		
<input type="checkbox"/> Articles of Incorporation/Bylaws		
<input type="checkbox"/> City of Independence Business License		
<input type="checkbox"/> Agency Organizational Chart		
<input type="checkbox"/> List of Current Board Members (with titles & current terms)		
<input type="checkbox"/> Resume of Program Administrator & Fiscal Officer		
<input type="checkbox"/> Evidence of Insurance/Worker's Compensation		
<input type="checkbox"/> Annual Financial Statements & Audit		
<input type="checkbox"/> Signed Authorization to Request Funds (usually Executive Director or Board of Directors)		
<input type="checkbox"/> Designation of Authorized Officials (usually Executive Director or Board of Directors)		
<input type="checkbox"/> Conflict of Interest Policy		
<input type="checkbox"/> Intake/Data Collection Forms		
<input type="checkbox"/> Job Descriptions of Positions to be Funded		
<input type="checkbox"/> Outreach materials (if existing program)		
<input type="checkbox"/> Financial policies		
<input type="checkbox"/> Funding commitment or approval letters		
<input type="checkbox"/> Existing administrative and/or program policies		
<input type="checkbox"/> Program evaluations		

A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

THIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT is made and entered this 1st day of July 2025, by and between the City of Independence, (hereafter referred to as City) and (**Agency**) (hereafter referred to as Sub-recipient).

RECITALS

- A. The City of Independence has applied for and entered into a contract for **FY (year)** with the U.S. Department of Housing and Urban Development (HUD), under which HUD has agreed to provide (**amount**) in Community Development Block Grant (CDBG)(CFDA#14.218) entitlement funds under Title I of the Housing and Community Development Act of 1974, as amended.
- B. (**Name**) (“Subrecipient”), submitted to the City a project application (a copy of which is affixed hereto as Appendix A) requesting funding for (**NAME**) () be included, in the City's entitlement grant in the 2024-25 CDBG program year.
- C. City staff has reviewed all project applications with the CDBG Advisory committee and has awarded the Sub-recipient funding in the amount of **\$Amount** to assist the City in carrying out a portion of the program described in its 2024-25 Annual Action Plan.

1. SCOPE OF SERVICE

The Subrecipient will be responsible for providing support of its CDBG Year 2024-25 (**Name**). As a CDBG Public Service activity in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following Activities, National Objective, and Performance monitoring under the Community Development Block Grant program:

(a) Activities

- (i) The Sub-recipient will (**Description of Activity**).. Such activities are eligible as a Public Service under 24 CFR 570.201(e).

(b) National Objective

- (i) It is understood and agreed by the parties hereto that activities funded in whole or in part with CDBG funds must principally benefit persons of low- and moderate-income as defined in 24 CFR 570.208. The activity covered by this agreement must qualify as meeting the

national objective of Benefiting Low- and Moderate- Income (LMI) Persons serving a LMI Limited Clientele.

- (ii) The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective of Benefiting Low- and Moderate- Income (LMI) Persons serving a LMI Limited Clientele, as defined specifically in 24 CFR 570.208(a)(2)(i)(B).
- (iii) The Subrecipient agrees to document information on family size and income so that it is evident that 51% of the clientele assisted with CDBG funds are persons whose family income does not exceed the low- and moderate-income limit. To assist the City in assuring compliance with the above requirements, Subrecipient agrees to utilize the "CDBG/HOME Client Eligibility" or the "Self-Certification Report", attached as Appendix C, for proposed project recipients/households. This form must be filled out and returned with your invoice and CDBG SUBRECIPIENT STATISTICS REPORT, appendix D every quarter. Family refers to the definition of "family" in 24 CFR 5.403. Annual income refers to the definition under the Section 8 Housing Assistance Payments program at 24 CFR 813.106.

(c) Performance Monitoring

- (i) It is understood and agreed by the parties hereto that activities funded in whole or in part with CDBG funds will be monitored by the City on a continuing basis to assure that activities/projects set forth by the Subrecipient (as amended and approved by the Governing Body, if applicable) are being carried out as proposed.
- (ii) The City will monitor the performance of the Subrecipient against stated goals and performance standards as listed in Appendix A, (Grant Application) Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

2. PAYMENT

- (a) It is understood and agreed by the parties hereto that the total amount of funds to be disbursed by the City to the Subrecipient, pursuant to the provisions and conditions stated herein, shall in no event exceed the sum of **(Amount)**. The total amount to be disbursed shall be subject to the CDBG Public Service category limits and Subrecipient shall not request, nor the City disburse, funds, which would cause any category limit to be exceeded. Underspending on one or more categories shall not justify exceeding other category limits, even in the event the total amount to be disbursed, as stated herein, is not exceeded.
- (b) It is further understood that, to receive CDBG funds, Subrecipient shall submit payment requests to the City, which include such documentation, in the form of receipts, payroll records (including time sheets showing days worked and number of hours worked on eligible grant activities),

cancelled checks or other evidence of payment of obligation, as is necessary, in the City's sole judgment, to determine that the amount requested is legitimate and the total amount of funds to be distributed, as stated herein, has not been, or by payment of the amount requested, will not be, exceeded.

- (c) Eligible budget expenses include labor for the provision of the public service. No payment shall be made for funds encumbered or monies spent by Subrecipient prior to notification by the City authorizing such expenditure.
- (d) Payment requests shall be made within thirty (30) days of the date of service. Upon approval of the payment request, the City shall cause the amount requested to be disbursed to or on behalf of Subrecipient in accordance with the City Finance Department regular payment schedule, provided that no funds may be disbursed for services rendered or expenses incurred after June 30, 2026, without the express, written consent of the City.

3. **TIME OF PERFORMANCE**

Services of the Sub-recipient shall start on the **1st day of July 2025, and end on the 30th day of June 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time/period during which the Sub-recipient remains in control of CDBG funds or other assets including Program income. The term of this CDBG Public Services Agreement may not be extended.

4. **GENERAL CONDITIONS**

(a) **General Compliance**

- (i) The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of those regulations, except that: (a) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604; and (b) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(b) **Independent Contractor**

- (i) Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services

to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

(c) Hold Harmless

- (i) The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

(d) Worker's Compensation

- (i) The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

(e) Insurance & Bonding

- (i) The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.304 Bonds.

(f) City Recognition

- (i) The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

(g) Amendments

- (i) The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.
- (ii) The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of

the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

(h) Suspension or Termination

- (i) In accordance with 24 CFR 570.503(b)(6) and 2 CFR 200.339- 200.343, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
- (A) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - (B) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - (C) Ineffective or improper use of funds provided under this Agreement; or
 - (D) Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.
- (ii) In accordance with 2 CFR Part 200, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by 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 purpose for which the award was made, the City may terminate the award in its entirety.

5. **ADMINISTRATIVE REQUIREMENTS**

(a) Financial Management

- (i) Accounting Standards. The Subrecipient agrees to comply with 24 CFR 570.502 applicability of uniform administrative requirements and 2 CFR 200.302(b) financial management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls in conformance with 2 CFR 200.303, and maintain necessary source documentation for all costs incurred.
- (ii) Cost Principles. The Subrecipient shall submit support documentation to receive payment of CDBG funds in sufficient detail to determine cost eligibility and allowability under 24 CFR 570.502, 2 CFR 200.302, 2 CFR 200.305(b), 2 CFR 200.403, and reasonable under 2 CFR 200.403 and 2 CFR 200.404.

(b) Documentation and Record-Keeping

- (i) Records to be Maintained - The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:
- (A) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, set forth in 240 CFR 570.201;
 - (B) Records required to determine the eligibility of activities, as prescribed in 24 CFR 570.201;
 - (C) Records providing a full description of each activity assisted with CDBG Funds;
 - (D) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance as required by 24 CFR 570.502 and 2 CFR 200.311
 - (E) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (F) Records for salaries and wages that accurately reflect the grant work Performed as prescribed in 2 CFR 200.430 (i), Standards for Documentation of Personal Expenses;
 - (G) Records that demonstrate compliance with the citizen participation requirements outlined in 24 CFR part 91, subpart B;
 - (H) Records which demonstrate compliance with the procurement and/or subcontracting requirements of 2 CFR 200.318- 200.326;
- (ii) Retention - The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- (iii) Client Data - The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

To assist City in assuring compliance with the above requirements, Subrecipient agrees to utilize either the "CDBG/HOME Client Eligibility" or the "Self-Certification Report" form attached as Appendix C, for proposed project recipients/households. Subrecipient shall have policies and procedures protecting Personally Identifiable Information of clients. Such information shall be made available to City monitors or their designees for review upon request.

- (iv) Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (v) Close-outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out 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 City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- (vi) Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311, 200.313, 24 CFR 570.502, 570.503(b)(7), and 570.504, as applicable, which include but are not limited to the following:
 - (A) The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - (B) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

(C) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (i) transferred to the City for the CDBG program or (ii) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

(vii) Audits & Inspections

(A) It is understood and agreed by the parties hereto that the City may, at its sole option, conduct an audit of the funds disbursed pursuant to the provisions and conditions stated herein. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, Inspectors General, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, in accordance with 2 CFR 200.337. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

(B) The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR 200 Subpart F Audit Requirements.

(viii) Reporting. Subrecipient agrees to submit to the City, invoices, and quarterly reports, based on the program year, that disclose income level of each recipient/household served under the Subrecipient program, calculated as defined in 24 CFR 5.609, race and ethnicity of each recipient, and sex of the head-of- household of each recipient/household served under the Subrecipient program. This information is to be submitted on the "CDBG SUBRECIPIENT STATISTICS REPORT", a copy of which is affixed hereto as Appendix D, and are due to the Community Development Division no later than ten days after the end of each quarter. Failure to submit reports by the due dates may result in a delay of reimbursement until all reporting requirements have been fulfilled.

Invoice, Agency Self Certification/Beneficiary Worksheet & Subrecipients Statistics Quarterly Due Dates

- 1st Quarter -July 1st -September 30th - due by October 15th
- 2nd Quarter – October 1st -December 31st - due by January 15th

- 3rd Quarter – January 1st – March 31st – due by April 15th
- 4th Quarter – April 1st – June 30th – due by July 15th

(ix) Program Income. Unless explicitly stated in this Agreement, Subrecipient shall not generate program income (as defined at 24 CFR 570.500(a)). In the event that program income is generated, it shall be returned to the City. It is further understood and agreed that the receipt and expenditure of program income shall be recorded as part of the financial transactions of the Subrecipient's activities. "Program income" shall be defined as gross income received by the Subrecipient, which was directly generated from the use of CDBG funds, and shall include, but not be limited to, any proceeds received by the Subrecipient from the disposition of equipment or furniture purchased with CDBG funds.

(x) Procurement. The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-200.326. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

6. PERSONNEL & PARTICIPANT CONDITIONS

It is understood and agreed by the parties hereto that if Subrecipient shall employ or contract, or shall have employed or contracted any person(s) to carry out the duties and responsibilities of the program as described in Appendix A, Subrecipient shall abide by all federal and state laws with regard to employment or contracting, applicable to the compensation paid to the person employed or contracted in the above-described position.

(a) Civil Rights

(i) Compliance

(A) The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(ii) Nondiscrimination

- (A) The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- (B) The Subrecipient will provide meaningful access to Limited English Proficient (LEP) persons and thus comply with Title VI regulations forbidding funding recipients from restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program or from utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin (24 CFR 1.4).

(iii) Land Covenants

- (A) This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(iv) Section 504

- (A) The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(i) Program

(A) The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

(ii) Women and Minority Owned Businesses (W/MBE)

(A) The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty- one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(iii) Access to Records

(A) The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

(iv) Notifications

(A) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

(A) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(vi) Subcontract Provisions

(A) The Subrecipient will include the provisions of Paragraphs 6. (a), Civil Rights, and (b), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

(c) Employment Restrictions

(i) Prohibited Activity

(A) The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(ii) Labor Standards

(A) The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

(B) The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(d) Section 3 Requirements

(i) Compliance

(A) If applicable, the parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, priority for opportunities and training described in this section should be given to Section 3 workers residing within the service area or the neighborhood of the project, and participants in YouthBuild programs.

(B) If applicable, the Subrecipient agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.”

(ii) Notifications

(A) If applicable, the Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iii) Subcontracts

(A) If applicable, the contractor agrees to include these Section 3 requirements in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in these Section 3 requirements, upon a finding that the

subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(e) Conduct

(i) Assignability

(A) The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

(ii) Subcontracts

(A) Approvals - The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

(B) Monitoring - The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(C) Content - The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(D) Selection Process - The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

(iii) Hatch Act

(A) The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(iv) Conflict of Interest

- (A) The Subrecipient agrees to abide by the conflict-of-interest provisions of 2 CFR 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:
- (1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
 - (2) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - (3) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG- assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

(v) Lobbying

(A) The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- (2) 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- (3) It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- (4) 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.C. 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.

(vi) Copyright

- (A) If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

(vii) Religious Activities

- (A) The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

6. ENVIRONMENTAL REVIEW AND APPROVAL

- (a) This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project’s environmental review and its approval by the City. The provision of funding is further conditioned on the City’s determination to proceed with, modify, or cancel the project based on the results of the environmental review. Subrecipient further agrees to abide by the special conditions, mitigation measures or requirements identified in the City’s environmental approval and shall ensure that project contract and other relevant documents will include such special conditions, mitigation measures or requirements.
- (b) Until the City has approved the environmental review for the project, neither the Subrecipient nor any participant in the development process, including public or private nonprofit or for-profit

entities, or any of their contractors, may commit HUD assistance to the project or a project activity. Further, no participant in the development process, including contractor, may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Choice limiting activities include the acquisition of real property, demolition, construction, conversion, leasing, repair, or rehabilitation activities.

(c) The Subrecipient must provide the City with all available environmental information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

(d) The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(i) Air and Water

(A) Clean Air Act, 42 U.S.C., 7401, et seq.;

(B) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(C) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(ii) Flood Disaster Protection

(A) In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(iii) Lead-Based Paint

(A) The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

(iv) Historic Preservation

- (A) The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

8. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

- (a) The Subrecipient agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iii) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **MISCELLANEOUS TERMS**

- (a) It is understood and agreed by the parties that this Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and Subrecipient with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all parties.
- (b) The failure of the City to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment of any right in the future to enforce such term or provision, and the same shall

continue in full force and effect. No waiver or relinquishment of any term or provision of this Agreement shall be deemed to have been made by the City unless said waiver or relinquishment is in writing and signed by the City.

- (c) Each of the persons executing this Agreement, on behalf of their respective parties, represents and warrants that they have the authority to bind the party on behalf of whom they have executed this Agreement, and that all acts requisite to that authorization have been taken and completed.
- (d) This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or by other electronic means is as effective as a manually executed counterpart of this Agreement.
- (e) Appendices A-D, affixed hereto, are adopted hereby and are incorporated herein by reference as if set forth in full.
- (f) If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
- (g) This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the state Missouri.

IN WITNESS WHEREOF, the undersigned have caused this 2025-26 Community Development Block Grant (CDBG) Agreement to be executed as of the date noted above.

CITY OF INDEPENDENCE

Tom Scannell
Community Development Director
City of Independence, Com. Dev. Dept.
111 E. Maple Ave.
Independence, Missouri 64050

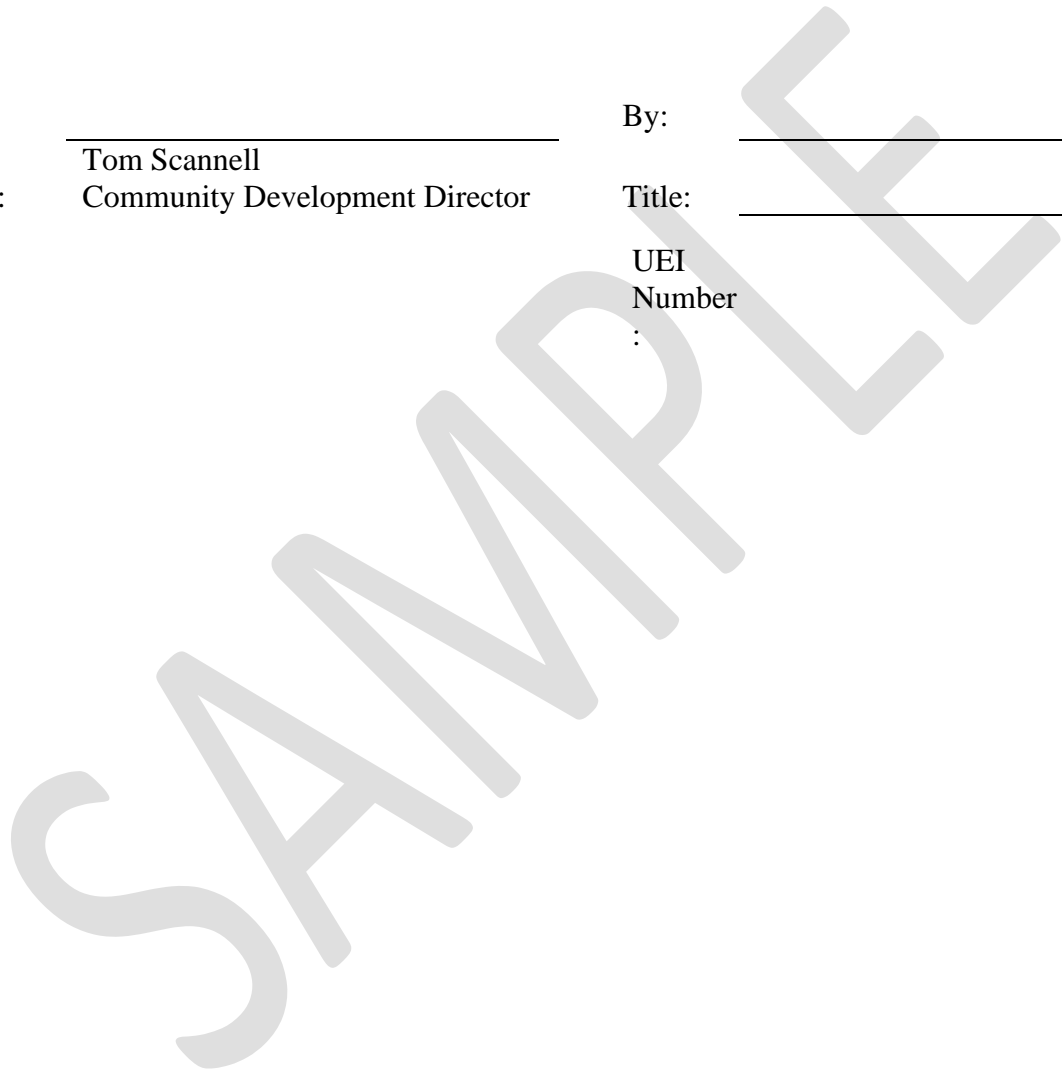
SUB-RECIPIENT

(NAME)
(ADDRESS).
(PHONE)

By: _____
Tom Scannell
Title: Community Development Director

By: _____
Title: _____

UEI
Number
:



APPENDIX A
APPLICATION COPY

APPENDIX B

FEDERAL AWARD IDENTIFICATION WORKSHEET

(as required by 2 CFR 200.332(a)(1)(i-xiv))

i. Subrecipient -		ii. UEI #
iii. FAIN -		iv. Federal Award Date 07/01/2025
v. Subaward Period of Performance		
Start Date: 07/01/2025 End Date: 6/30/2026		
vi. Subaward Budget Period		
Start Date: 7/01/2025 End Date: 6/30/2026		
vii. Amount of Federal Funds Obligated to the Subrecipient by this action:		\$ _____
viii. Total Amount of Federal Funds Obligated to the Subrecipient:		\$ _____
ix. Total Amount of the Federal Award Committed to the Subrecipient		\$ _____
x. Federal Award Project Description -		
xi. Federal Awarding Agency:		
United States Department of Housing and Urban Development		
Grantee: City of Independence, Missouri		
Awarding Official: <i>{Contact information for pass-through entity awarding official}</i>		
Zachary Walker, City Manager, zwalker@indepmo.org, Tom Scannell, Community Development Director, tscannell@indepmo.org, City of Independence, City Hall, Community Development, 111 E Maple Ave, Independence, MO 64050, phone 816-325-7398		
xii. Assistance Listing Number and Title: 14.218		
xiii. Is award for Research and Development? Yes X No		
xiv. Indirect Cost Rate: N/A		

APPENDIX C - Self Certification of Annual Income by Beneficiary - PRESUMED BENEFIT CLIENTS

**U.S. Department of Housing and Urban Development Community Planning and Development
Community Development Block Grant (CDBG)**

"Presumed Benefit" Clients

Activities that exclusively serve a group of persons in any one or a combination of the following HUD approved categories that are designated as "presumed to benefit" persons who are low to moderate income. Because these groups are "presumed" to be low income, individual verification is not required, although other client statistical information is required. *HUD Definition of "Presumed Benefit" Categories include Elderly Person (over 62 years of age), Homeless Persons, Persons with HIV/AIDS, Domestic Violence Victims, Abused Children & Disabled Adults.

A L/M income limited clientele activity is an activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons. It should be noted, however, that because of certain statutory limitations, the regulations preclude the following kinds of activities from qualifying under this subcategory:

- ❖ *Activities involving the acquisition, construction, or rehabilitation of property for housing, including homeownership assistance (these must qualify under the Housing subcategory, because of section 105(c)(3) of the authorizing statute); or*
- ❖ *Activities where the benefit to L/M income persons is the creation or retention of jobs (these must qualify under the Jobs subcategory with certain exceptions as noted under the previous area benefit section, because of the different presumptions provided under sections 105(c)(1)(C) and (4) of the authorizing statute).*

To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

- ❖ *Exclusively benefit a clientele who are generally presumed by HUD to be principally L/M income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons:*
 - ♦ *abused children,*
 - ♦ *elderly persons,*
 - ♦ *battered spouses,*
 - ♦ *homeless persons,*
 - ♦ *adults meeting Bureau of Census' definition of severely disabled persons*,*
 - ♦ *illiterate adults,*
 - ♦ *persons living with AIDS, and*
 - ♦ *migrant farm workers.*

By signing this form, the agency ensures that they 100% meet the definition of a Limited Clientele as described above and will not be required to fill out individual Self Certification of Annual Income by Beneficiary for each client.

Agency Name

Date

Agency Representative - Signature

Agency Representative - Printed Name

L/M Income Limited Clientele

Criteria

A *L/M income limited clientele activity* is an activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons. It should be noted, however, that because of certain statutory limitations, the regulations preclude the following kinds of activities from qualifying under this subcategory:

- ❖ Activities involving the acquisition, construction, or rehabilitation of property for housing, including homeownership assistance (these must qualify under the Housing subcategory, because of section 105(c)(3) of the authorizing statute); or
- ❖ Activities where the benefit to L/M income persons is the creation or retention of jobs (these must qualify under the Jobs subcategory with certain exceptions as noted under the previous area benefit section, because of the different presumptions provided under sections 105(c)(1)(C) and (4) of the authorizing statute).

To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

- ❖ Exclusively benefit a clientele who are generally *presumed by HUD to be principally L/M income persons*. The following groups are currently presumed by HUD to be made up principally of L/M income persons:
 - ◆ abused children,
 - ◆ elderly persons,
 - ◆ battered spouses,
 - ◆ homeless persons,
 - ◆ adults meeting Bureau of Census' definition of severely disabled persons*,
 - ◆ illiterate adults,
 - ◆ persons living with AIDS, and
 - ◆ migrant farm workers.

Reference: §570.208(a)(2)(i)(A)

- See discussion about the change from the term "handicapped" under the *Miscellaneous Activities* section in Chapter 2, page 2-84.

(*Note:* this presumption may be challenged in a particular situation, however, if there is substantial evidence that the persons in the actual group that the

activity is to serve are *most likely not* principally L/M income persons.)

OR

- ❖ Require *information on family size and income* so that it is evident that *at least 51%* of the clientele are persons whose family income does not exceed the L/M income limit. (This includes the case where the activity is restricted *exclusively to L/M* income persons). *Reference: §570.208(a)(2)(i)(B) and (C)*

OR

- ❖ Be *of such nature and in such location* that it may reasonably be concluded that the activity's clientele will primarily be L/M income persons (e.g., a day care center that is designed to serve residents of a public housing complex). *Reference: §570.208(a)(2)(i)(D)*

OR

- ❖ Be an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," **provided** it is restricted, to the extent practicable, to the removal of such barriers by assisting:
 - ◆ the reconstruction of a public facility or improvement, or portion thereof, that does not qualify under the L/M income area benefit criteria;
 - ◆ the rehabilitation of a privately-owned nonresidential building or improvement that does not qualify under the L/M income area benefit criteria or the L/M income jobs criteria; or
 - ◆ the rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under the L/M income housing criteria.

Reference: §570.208(a)(2)(ii)

OR

- ❖ Be a microenterprise assistance activity carried out in accordance with the provisions of §570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. (Note that, for these purposes, once a person is determined to be L/M income, he/she may be presumed to continue to qualify as such for up to a three-year period. This would enable the provision of general support services to such a person during that three-year period, without having to check to determine whether the person's income has risen.) *Reference: §570.208(a)(2)(iii)*

OR

- ❖ Be an activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent which qualifies under the limited clientele national objective in the following **limited circumstance**:

- ◆ in such cases where such training or provision of supportive services assists business(es), *and the only use of CDBG assistance* received by the business is to provide the job training and/or supportive services; *and the proportion of the total cost of the services borne by CDBG funds is no greater than the proportion of the total number of persons benefiting from the services who are L/M income.*

Reference: §570.208(a)(2)(iv)

It should be noted that the so-called "presumed" categories were modified in the regulations in 1995. A new group has been added: "persons living with AIDS." The former category of "handicapped persons" has been replaced with "severely disabled adults." This latter change was made for two reasons. First, the word "persons" was replaced with "adults" to make it clear that an activity designed to treat handicapped children would not qualify for the presumption, because HUD has been unable to find evidence that the majority of handicapped (or even severely disabled) children are members of a L/M income family. Moreover, the term "handicapped" has been replaced with "severely disabled" (which now will use the census definition of that term). This change was made because the term "handicapped" has been used in so many different ways for different Federal programs and has taken on a much broader meaning than had been envisioned when it was originally introduced as a "presumed" L/M income group for CDBG purposes. A review of census data supports the

presumption that adults (but not children, as mentioned above) having severe disability are predominantly L/M income persons.

The census definition of “severely disabled” follows:

- ❖ Persons are classified as having a severe disability if they: (a) used a wheel-chair or had used another special aid for six months or longer; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL or IADL”; (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

Note: For purposes of this definition, the term “functional activities” includes seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an “activity of daily living” which includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an “instrumental activity of daily living” and includes going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

Example

Activities that would be expected to qualify under the L/M income Limited Clientele subcategory include:

- Construction of a senior center,
- Public services for the homeless,
- Assistance to L/M income persons developing a microenterprise,
- Meals on wheels for the elderly, and
- Construction of job training facilities for severely disabled adults.

Records to be Maintained

For each activity, *one* of the following five types of documentation must be kept:

- (1) Documentation showing that the activity is designed to be used exclusively by a segment of the population presumed by HUD to be L/M income persons (e.g., abused children); **or**
- (2) Documentation describing how the nature and the location of the activity establishes that it will be used predominantly by L/M income persons; **or**
- (3) Data showing the size and annual income of the family of each person receiving the benefit; **or**
- (4) Data showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized under this subcategory; **or**
- (5) Documentation showing that the activity qualifies under the special conditions regarding job services where less than 51% of the persons benefiting are L/M income persons. *Reference: §570.506(b)(3)*

Tips

Activities which serve an area generally cannot qualify under the limited clientele criterion. For example, while a clinic serving only persons with AIDS living in a particular area would clearly qualify as a limited clientele activity, a clinic providing CDBG-subsidized health services which are available to *all* persons in a neighborhood would not. It must instead meet the criteria for an area benefit activity. However, if the use of a clinic providing general health care were to be administered in a way such that the services are not available to everyone in the neighborhood, but only to L/M income persons, the activity would qualify under limited clientele. (This is, of course, because the benefits would not be available to all the residents of the area.)

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine “Annual (Gross) Income”, the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

HUD 24 CFR Part 5

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Household Member Information

First Names:	Member IDs (if applicable):	HH	CH	DIS	62+	S≥18	<18	Race	Ethnicity
	1								
	2								
	3								
	4								
	5								
	6								

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **62+** = Person 62 years of age or older; **S≥18** = Fulltime student age 18 or over; **<18** = Child under the age of 18 years **Race** = 11-White, 12-Black/African American, 13-Asian, 14-American Indian or Alaska Native, 15-Native Hawaiian/Other Pacific Islander, 16-American Indian/Alaskan Native & White, 17-Asian & White, 18-Black/African American & White, 19-American Indian/Alaskan Native & Black/African American, 20-Other multi-racial; **Ethnicity** = 21-Hispanic, 22-Non-Hispanic

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all household members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

Appendix C - Continued

**U.S. Department of Housing and Urban Development Community Planning and Development
Community Development Block Grant (CDBG)**

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

* Attach another copy of this page if additional signature lines are require

APPENDIX D

CDBG GRANT SUBRECIPIENT STATISTICS 2024-25

Organization Name:	7/1-7/31		8/1-8/31		9/1-9/30		10/1-10/31		11/1-11/30		12/1-12/31	
	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic
White												
Black/African American												
Asian												
American Indian/Alaskan Native												
Native Hawaiian/Other Pacific Islander												
American Indian/Alaskan Native & White												
Asian & White												
Black/African American & White												
American Indian/Alaskan Native & Black/African American												
Other Multi-Racial												
Total number of people benefitting from your program for this period:	0	0	0	0	0	0	0	0	0	0	0	0

Of your total, how many were:

Elderly (Over 62)												
Female Head of Household												
Please breakdown total # of Clients into Income Levels below												
Extremely Low Income Level												
Low Income Level												
Moderate Income Level												
Non-Low/Moderate Income Level												

	1/1-1/31		2/1-2/28		3/1-3/31		4/1-4/30		5/1-5/31		6/1-6/30	
	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic	# Of Clients	# Hispanic
White												
Black/African American												
Asian												
American Indian/Alaskan Native												
Native Hawaiian/Other Pacific Islander												
American Indian/Alaskan Native & White												
Asian & White												
Black/African American & White												
American Indian/Alaskan Native & Black/African American												
Other Multi-Racial												
Total number of people benefitting from your program for this period:	0	0	0	0	0	0	0	0	0	0	0	0

Of your total, how many were:

Elderly (Over 62)												
Female Head of Household												
Please breakdown total # of Clients into Income Levels below												
Extremely Low Income Level												
Low Income Level												
Moderate Income Level												
Non-Low/Moderate Income Level												

For City of Independence Use Only:	Cumulative Totals Reported	
	# Of Clients	# of Hispanic
White	0	0
Black/African American	0	0
Asian	0	0
American Indian/Alaskan Native	0	0
Native Hawaiian/Other Pacific Islander	0	0
American Indian/Alaskan Native & White	0	0
Asian & White	0	0
Black/African American & White	0	0
American Indian/Alaskan Native & Black/African American	0	0
Other Multi-Racial	0	0
Total benefitted by this program:	0	0
Elderly (Over 62)	0	
Female Head of Household	0	
Total Income Level below must equal Total Benefitted by this program		
Extremely Low Income Level	0	
Very Low Income Level (50%)	0	
Low-Moderate Income Level (80%)	0	
Non-Low/Moderate Income Level	0	

2024 HUD Income Limits Summary for Kansas City, MO Metro										
Number in Household:	1	2	3	4	5	6	7	8		
Extremely Low Income Level	\$21,700	\$24,800	\$27,900	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720		
Very Low Income Level (50%)	\$36,100	\$41,250	\$46,400	\$51,550	\$55,700	\$59,800	\$63,950	\$68,050		
Low-Moderate Income Level (80%)	\$57,750	\$66,000	\$74,250	\$82,500	\$89,100	\$95,700	\$102,300	\$108,900		