CDBG-DR MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND THE
INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN, MISSOURI

THIS MEMORANDUM OF AGREEMENT (MOA) entered this ____ day of March, 2017 by and between the City of Joplin (herein called "The City") and the Industrial Development Authority of the City of Joplin, Missouri DUNS# 079393283 (herein called "JIDA").

WHEREAS, the City has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2011, Public Law 112-55, Federal Award ID # B-12-MT-29-0001; and

WHEREAS, the City intends to allocate $4,959,000 of Disaster Recovery funds to improve infrastructure within the JIDA owned Crossroads Industrial Park; and

WHEREAS, the City must meet the CDBG-DR national objective of Low-Moderate Income – Job Creation; and

WHEREAS, the City wishes to engage JIDA to assist the City in creating jobs to boost the City's economy; and

WHEREAS, JIDA will create a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) individuals, within one (1) year of the completion date of the infrastructure being built; and

WHEREAS, JIDA will adhere to the project compliance requirements as outlined in section I. B. of this MOA;

WHEREAS, in the event that the JIDA has failed to create the jobs made part of this MOA, and HUD has requested return of all or portion of the $4,959,000 of Disaster Recovery funds, the City of Joplin has the right to perform reasonable remedial actions determined appropriate by the City, which may include, but are not limited to:

1. The repayment or reimbursement to the City of the CDBG-DR funds invested by the City for the design and construction of the improvements within the JIDA owned industrial park;
2. Reasonable or other actions the City deems appropriate.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF PROJECT

A. Activities

The Industrial Development Authority of the City of Joplin, Missouri (JIDA) will be responsible for creating jobs as a part of a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant in a manner satisfactory to the City. Such program will include the following

activities eligible under the Community Development Block Grant, Disaster Recovery program:

Program Delivery
Activity: Funds invested by the City will used for the design and construction of necessary infrastructure improvements within the Industrial Park, including roadways, sewer improvements and associated lift stations. A traffic impact study for the entire Crossroads Industrial Park has been performed to ensure that future street construction will not negatively impact the surrounding roadways. Negotiation and acquisition of easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area and assisting with the annexation of the easements to the City of Joplin as determined necessary to utilize the grant funds. This new infrastructure will provide access to LMI jobs being generated in the Industrial Park and will facilitate business, commercial and economic growth within the City of Joplin.

General Administration
JIDA will maintain program records documenting quantity of jobs created and made available to LMI persons and financial information on the individuals who received those jobs when required by the City.

JIDA shall provide the City with a resolution from its governing board accepting the terms, conditions and obligations of this MOA, and directing its duly authorized representative to execute the MOA on behalf of the JIDA; said resolution to be attached to this MOA and identified as Exhibit A.

B. Project Compliance Requirements

Due to these improvements to the JIDA owned property, JIDA will benefit through the development of the necessary infrastructure to attract and retain businesses within the Crossroads Industrial Park in the City of Joplin, Missouri. Accordingly JIDA is aware of and agrees to adhere and comply with the following requirements, including but not limited to:

1. Ensuring that the Crossroads Industrial Park as a whole will create a minimum of 100 permanent jobs on a full-time equivalent basis, of which at least 51% (51 jobs) will be held by Low to Moderate Income (LMI) individuals, within one (1) year of the completion date of the infrastructure being built.
2. Maintain proper financial and program administration records related to the management of Project as identified by the City (i.e., number of jobs created and made available to LMI persons financial data for individuals who received those jobs).
3. JIDA will maintain and provide to the City a listing by job title of the permanent jobs filled and which jobs were initially held by LMI individuals. For each LMI individual hired, JIDA will maintain and provide to the City information on the household size and annual income of the household prior to the time the individual was hired for the job.
4. JIDA will use the approved self-certification form used for Crossroads Phase I and will also be subject to verification by the City. (Please see **Appendix A** for approved form). The City may sample for validation at least 20% of the data collected to ensure compliance.

C. Performance Monitoring

The City will monitor the performance of JIDA against compliance requirements, goals, and performance standards required herein. Substandard performance as reasonably determined by the City will constitute noncompliance with this MOA. If action to correct such substandard performance is not taken by JIDA within a reasonable period of time after notification by the City, MOA suspension, termination, and recapture procedures may be initiated.

II. PERIOD OF PERFORMANCE

Services shall start on the day of March, 2017 (the Effective Date) and end on the 1st day of March, 2019 or until such time that the City determines that adequate data was collected to support the goal of job creation.

III. COMMUNICATIONS, NOTICES & DEMANDS

General project communications 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. 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.

Communications, official notices, demands and other details concerning this Agreement shall be directed to the following representatives:

The City		JIDA	
Name:	Troy Bolander	Name:	Rob O'Brian
Title:	Director of Planning, Development & Neighborhood Services	Title:	Vice President
The City:	City of Joplin 602 South Main Street Joplin, Missouri 64801	JIDA:	Industrial Development Authority of the City of Joplin, Missouri 320 East 4th Street Joplin, MO 64801
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 624-4150
Fax:	(417) 525-4738	Fax:	(417) 624-4303
Email:	tbolande@Joplinmo.org	Email:	rob@joplincc.com

IV. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CDBG-DR funds.

A. General Compliance

JIDA 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 CDBG-DR including subpart K of these regulations, except that JIDA does not assume the City's environmental responsibilities described in 24 CFR 570.604. JIDA also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. JIDA further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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. JIDA 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 JIDA is an independent contractor.

C. Hold Harmless

JIDA shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of JIDA's performance or nonperformance of

the services or subject matter called for in this Agreement, except for claims, actions, suits, charges, and judgments arising from the City's performance or nonperformance of its duties and obligations called for in this Agreement.

D. Grantee Recognition

JIDA 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, JIDA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. JIDA agrees not to use CDBG-DR funds for such recognition and/or any other promotional material or efforts.

E. Amendments

The City or JIDA may amend this MOA at any time provided that such amendments make specific reference to this MOA, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's and JIDA's respective governing bodies. Such amendments shall not invalidate this MOA, nor relieve or release the City or JIDA from its obligations under this MOA. The City may, in its discretion, amend this MOA 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 MOA, such modifications will be incorporated only by written amendment signed by both The City and JIDA.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the City may suspend or terminate this Agreement if JIDA materially fails to comply with any terms of this MOA, which include (but are not limited to), the following:

1. 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;
2. Failure, for any reason, of JIDA to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by JIDA to the City reports that are incorrect or incomplete in any material respect.

G. Recapture

In the event that JIDA has, in the City's sole discretion, failed to comply with this MOA, JIDA shall perform reasonable remedial actions determined appropriate by the City to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the City of CDBG-DR funds invested by the City for the design and construction of the improvements highlighted under scope of project;
2. Reasonable other actions the City deems appropriate

The City may terminate this MOA in whole or in part, at any time, including before Project completion, whenever it is determined by the City that JIDA has failed to comply with the conditions of the Agreement. The City shall notify JIDA in writing of the determination and the reasons for the termination, together with the effective date. It shall be JIDA's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

H. Special Conditions

JIDA must demonstrate that they will be able to create 100 jobs, out of which 51 jobs will need to be held by LMI persons. Prior to construction of the proposed infrastructure, JIDA will need to coordinate with the City and verify the number of new businesses and subsequent number of jobs being created prior to the start of any construction. This will allow for the projects to be constructed in phases to accommodate the proposed number of jobs.

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

JIDA shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Records that document that at least 51 percent of the jobs created with funds from this grant will be held by LMI persons.
i. Documentation for each assisted business within the Crossroads Industrial Park to include a copy of a written agreement between JIDA and the assisted business, containing:
    i. A commitment by the business that at least 51 percent of the permanent jobs on a full-time equivalent (FTE) basis will be held by LMI persons;
    ii. A listing by job title of the permanent jobs to be created (identifying which are part-time, if any);
    iii. A listing by job title of the permanent jobs filled and which jobs were initially held by LMI persons; and
    iv. For each LMI person hired, information on the household size and annual income of the household prior to the time the person was hired for the job, or evidence the household qualifies as presumed to be LMI based upon location of the business or the person's residence.

2. Retention

JIDA 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 Quarterly Performance Report (QPR) 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.

3. Job Creation Data
   JIDA shall maintain job creation 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 jobs being created. Such information shall be made available to the City monitors or their designees for review upon request.

4. Disclosure
   JIDA understands that client information collected under this MOA is private and the use or disclosure of such information, when not directly connected with the administration of the City's or JIDA's responsibilities with respect to services provided under this Agreement, 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.

VI. PERSONNEL & PARTICIPANT CONDITIONS

A. Conduct

1. Assignability
   JIDA shall not assign or transfer any interest in this MOA without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to JIDA from the City under this MOA may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Copyright
   If this MOA 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. SERVABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IX. WAIVER

The City's failure to act with respect to a breach by JIDA does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE MOA

This document constitutes the entire MOA between the City and JIDA for the use of funds received under this MOA and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and JIDA with respect to this MOA.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
Municipal Corporation

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

Industrial Development Authority of the City of Joplin, Missouri
Not-For-Profit

Signature:_____
Rob O'Brian
Joplin Area Chamber of Commerce Foundation
President

Appendix A

Joplin Industrial Development Authority (JIDA)

COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE SELF CERTIFICATION

Dear Employee:

JIDA and your Employer are collecting the following information as a result of participating in the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program in the expansion at the Crossroads Industrial Park. To meet federal regulations, we require the collection of certain statistical data on family income so that enhancements to the Industrial Park may continue. This information is reported to HUD to ensure Program Compliance. The information provided may be selected for verification (i.e. W-2, IRS tax return, or pay stubs) by JIDA or the City of Joplin. ***It is only through your cooperation that your community can benefit from this federal program***.

INSTRUCTIONS:

Please answer the below questions then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1. **How many people are in your family? _____ "Family" refers to a householder with one or more other persons living in the same household who are related to the householder by birth, marriage, or adoption.**
2. **Please check the corresponding box if your household income is represented below.**

FY 2016 Income Limits	☐ $0 - $28,950	☐ $28,951 - $33,100	☐ $33,101 - $37,250	☐ $37,251- $41,350	☐ $41,351 - $44,700	☐ $44,701 - $48,000	☐ $48,001 - $51,300	☐ $51,301 - $54, 600

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

Date Hired: _____/_____/_____

3. **ELDERLY: How many persons in your family are 62 years of age or over? _____**

4. **HANDICAPPED: person(s)**
Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities? _____

5. **ETHNICITY (Check one box only): □ Hispanic or Latino □ Not Hispanic or Latino**

6. **HEAD OF HOUSEHOLD): □ Male □ Female**

7. **RACIAL DESIGNATION: Indicate number of family members in each individual category below:**

___ White	**___ Black/ African American**	**___ Asian**
___ American Indian/ Alaskan Native	**___ Native Hawaiian/ Other Pacific Islander**	**___ Other**

I certify that the information provided above is correct to the best of my knowledge

_____ _____ ___/___/_____
Printed Name Signature Date

Joplin Industrial Development Authority (JIDA)

COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE SELF CERTIFICATION

INSTRUCTIONS FOR JIDA (OFFICE USE ONLY)

1.) Once the Self Certification form is completed, verify that the number of people in each family and income complies with the appropriate FY 2015 (effective 3/6/2015) or FY 2016 (effective 3/28/2016) Income Limits Summary below. If the number of people and income of each family does not fall within the stated limits, the employee does not qualify as a LMI Job Creation and therefore should not be calculated as part of LMI Job Creation. Please see https://www.huduser.gov/portal/datasets/il/il2015/select_Geography.odn for updated Income Limits for future years.

FY 2015 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low (80%) Income Limits	$28,300	$32,250	$36,400	$40,400	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

FY 2016 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low (80%) Income Limits	$28,950	$33,100	$37,250	$41,350	$44,700	$48,000	$51,300	$54, 600

The **Joplin, MO MSA** contains the following areas: Jasper County, MO