Fifth Amendment to the Community Development Block Grant Disaster Recovery (CDBG-DR) Sub-Recipient Agreement
Between
The City of Joplin and Joplin Area Chamber of Commerce Foundation (JACCF)

This Fifth Amendment to the Community Development Block Grant- Disaster Recovery (CDBG-DR) Sub-Recipient Agreement between the City of Joplin (the City) and the Joplin Area Chamber of Commerce Foundation (JACCF) executed on December 23, 2015 is made and entered into as of ____ day of May, 2018.

RECITALS

1. FOR VALUE RECEIVED, the parties amend their agreement dated December 15, 2015 and all subsequent amendments thereto in each and all of the following respects:

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E. Staffing is amended and restated as follows:

Staff Member & Title	**General Project Duties**
Mark Turnbull, President / Chief Financial Officer	Authorized Signatory/Project Supervision
Tonya Sprenkle, Vice President and Secretary	Project Supervision
Loni Smith, Director of Entrepreneurship & Small Business	Project Supervision

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III. **Budgets – Development & Operation**, amended and restated as follows:

The Grantee will reimburse the Sub-Recipient for not more than Three Million Nine Hundred Fifteen Thousand ($3,915,000.00) Dollars to purchase and renovate the proposed approximately 51,000sq. ft. building for the development of an advanced training and business incubator facility.

The budget has been increased by Two Hundred Ten Thousand ($210,000.00) Dollars to cover costs associated with rehabilitation of the existing roof. A copy of the amended project budget is included as Exhibit A. No additional Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funds will be available to reimburse for costs associated with the repair or furnishings of the Advanced Training & Technology Center (see Exhibit B).

2. In all other respects, the parties affirm, ratify and readopt the original terms and provisions of their agreement dated December 15, 2015 and all subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this amendment as

Date_____

City of Joplin, Missouri

Signature: _____

Troy Bolander

Planning, Development & Neighborhood Services

Director

Joplin Area Chamber of Commerce Foundation

Signature: _____

Mark Turnbull

President

Exhibit A – Project Budget

Advanced Training Center Phase I

Description	Vendor	Original Committed	Change Orders	Committed to Date	Completed & Stored	Retainage	Expenditures	EAC	ETC
		A	B	C=A+B	F	G=F*%	H=F-G	I=C+D+E	J=I-H
Sub-Recipient									
City	**JACCF**	$ 3,705,000.00	$ 210,000.00	$ 3,915,000.00	$ 3,656,661.40	$ 82,094.98	$ 3,574,566.42	$ 3,915,000.00	$ 340,433.58
Total SR Budget		**$ 3,705,000.00**	**$ 210,000.00**	**$ 3,915,000.00**	**$ 3,656,661.40**	**$ 82,094.98**	**$ 3,574,566.42**	**$ 3,915,000.00**	**$ 340,433.58**

Exhibit B - MOU

CDBG-DR MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF JOPLIN

AND THE

JOPLIN AREA CHAMBER OF COMMERCE FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into this ____ day of May, 2018 by and between the City of Joplin (herein called "the City") and the Joplin Area Chamber of Commerce Foundation (herein called "JACCF").

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 113-2 Federal Award ID# B-13-MS-29-0001; and

WHEREAS, the City has previously entered into a Sub-Recipient Agreement with the JACCF, in an amount not to exceed Three Million Seven Hundred Five Thousand Dollars ($3,705,000), to fund the purchase and renovation of an approximately 51,000 sq. ft. building for the development of an advanced training and business incubator center; and

WHEREAS, the JACCF has requested additional funds to perform a roof replacement on the existing facility; and

WHEREAS, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) at 42 U.S.C. 5155 states any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source; and

WHEREAS, the City has calculated a potential Duplication of Benefits (DOB) in the amount of $10,201.76 which will not be reimbursed by the City through the CDBG-DR program; and

WHEREAS, the City intends to reimburse the JACCF for additional costs associated with the roof rehabilitation in an amount not to exceed Two Hundred Ten Thousand ($210,000) Dollars; and

WHEREAS, no additional CDBG-DR funds will be made available to the JACCF for any additional costs associated with the acquisition or renovation of the Advanced Training & Technology Center following the roof rehabilitation.

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

The JACCF will be responsible for the administration of additional Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The City will reimburse the JACCF, through amendment 5, an additional amount not to exceed Two Hundred Ten Thousand ($210,000.00) Dollars for the procurement of a general contractor to perform a roof rehabilitation on the existing Advanced Training & Technology Center.

IN WITNESS WHEREOF, the Parties have executed this MOU as

Date_____

City of Joplin, Missouri

Signature: _____

Troy Bolander

Planning, Development & Neighborhood Services

Director

Joplin Area Chamber of Commerce Foundation

Signature: _____

Mark Turnbull

President