ATTACHMENT A

RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2016, by and between:

"HS Baking Enterprises, LLC."

hereinafter referred to as "Recipient", and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, the City desires to make certain Community Development Block Grant (CDBG) funds; and

WHEREAS, in exchange for said funds, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, the Recipient and City hereby mutually agree as follows:

1. Statement of Work. Subject to this agreement, the two parties will cooperate in the creation of 50 new full-time jobs, within two years from the start of the contract, at least fifty-one percent (51%) of which shall be filled by low-moderate income persons. By the end of the second year of operation after the date of this agreement, the Recipient must maintain the aforementioned level of job creation for two (2) additional years. The positions will pay wages averaging thirty-three thousand dollars ($33,000.00) per year, plus benefits. A list of these proposed jobs can be found listed by job title in Proposed Job Creation Titles marked Exhibit D. Documentation of persons shall be recorded on the Community Development Block Grant Program Eligibility Form marked Exhibit "C" attached hereto and incorporated herein. If the Recipient fails to comply with these requirements, the Recipient shall make a CDBG refund payment to the City equal to the grant amount according to the terms described in section 3.

2. Schedule. The Recipient program start date shall be August 2016, and the completion date shall be August 2018. These funds will not be available to the Recipient from the Community Development Block Grant Program after the completion date.

3. Budget. The City agrees to furnish not more than Fifty-Thousand Dollars ($50,000.00) or ($1,000 per job created) in CDBG funds to the Recipient, whichever is higher. Said funds shall be in the form of a forgivable loan. Provided the company complies with the applicable provisions and conditions of this agreement, the loan shall be forgiven after five years from the date of the contract signing. All items purchased with Community Development Block Grant funds shall become the property of the City if the Recipient ceases operation or fails to comply with the applicable provisions and conditions of this agreement. The use of the Community Development Block Grant funds provided shall be restricted to the following activities unless otherwise approved by the City's Planning & Community Development Director:

a. equipment/ computer costs;
b. furnishings/ furniture;

c. new employee training; and
d. real property acquisition costs.

CDBG funds may not be reimbursed for project expenses incurred prior to the signing of this agreement.

4. Environmental Review. Once adequate information to determine the full scope of the project is received by the City from the company, the City will commence a Tier I Environmental Review of the project. The company may not be reimbursed for eligible project expenses prior to the City's receipt of an "Authority to Use Grant Funds" form from HUD. The company agrees to meet any and all potential conditions required by the City in order to fully complete the Environmental Review.

5. Cessation of Operations and Reversion of Assets. If for any reason the company ceases operation at the project site prior to the completion date, the company shall make a CDBG refund payment to the City equal to any outstanding grant amount, plus 3% interest and/or return all items purchased with CDBG funds to the City. In the event the Recipient does not establish sufficient jobs at the end of the program period, then a pro-rata amount of the principal, and all accrued interest shall be payable.

6. Payments. Recipient shall provide itemized statements and such other supporting documentation as requested by City to support requests for payments.

7. Program Income. Any program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract shall be returned to the City.

8. Maintenance of Records. Recipient agrees to maintain and make available for inspection by City, upon reasonable notice, the following records of the project:

a. Recipient shall submit reports of direct benefit to Low/Moderate-Income Households/Persons and minority program participation semi-annually for a total of two (2) years.

b. Recipient shall establish and maintain sufficient records as required by 24 CFR 570.506. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

c. Recipient shall establish and maintain sufficient records for the following: (1) Listing by job title of the jobs created; (2) Listing by job title of the jobs filled; (3) The name and income status of the person who filled each position; and (4) The full-time equivalency status of the jobs. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

d. Recipient shall maintain asset management requirements as established in 24 CFR Subtitle A Section 85.32 (d). This will include providing information about assets and access for periodic monitoring by the Community Development office.

9. Uniform Administrative Requirements. Recipient shall comply with all relevant administrative

requirements as set forth in 24 CFR 570.502. In addition, Recipient shall comply with all rules, regulations, laws, and such other matters as set forth on the Statement of Assurances marked Exhibit "A" attached hereto and incorporated herein.

10. Indemnification. Recipient hereby agrees that it will indemnify and save harmless City against any expenditures determined to be ineligible by the United States Department of Housing and Urban Development. In addition, the Recipient, its agents and its employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Recipient shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

11. Modification - Interpretation. The terms, conditions, and provisions of this Contract can neither be modified nor eliminated except by mutual agreement between the City and Recipient and approved by an ordinance or ordinances duly adopted by the Council.

12. Termination. This Agreement terminates after Five (5) years have expired from its date of commencement. Termination of this Agreement may occur prior to the completion of this Agreement in the following manner:

a. Upon mutual agreement, either party may at any time, with or without cause, upon twenty (20) days' written notice terminate this contract; or

b. Upon mutual agreement, when Recipient has demonstrated compliance with all requirements of City, and United States Department of Housing and Urban Development, for such period of time that further monitoring of Recipient's compliance is not required.

14 Reversion of Assets. The City will take a security interest in all equipment that is purchased with the loan proceeds and HS Baking LLC will execute a security agreement as a part of the loan documents. Recipient shall grant a security interest in collateral purchased with the Economic Development Revolving Loan Funds which shall be subject to seizure and sale in the event Recipient ceases operations within the program period, or otherwise is in default under this agreement. In the event Recipient does not establish sufficient jobs at the end of the program period, then a pro-rata amount of the principal, and all accrued interest shall be payable.

14. Retention of Records . The Sub recipient 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 Grantee's annual performance and evaluation report (CAPER) 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.

15. Federal Work Authorization Program "FWAP". Recipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and

that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Recipient does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with the Recipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Recipient agrees to hold harmless and indemnify the City for any liability due to Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. (See Exhibit B; attached hereto and incorporated herein)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HS Baking Enterprises, LLC
an Indiana Company

_____
Phil Hockemeyer
President/ CEO

ATTEST:

_____
Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____
Troy Bolander,
Planning & Community Development Director

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

EXHIBIT A
Statement of Assurances

HS Baking Enterprises, LLC. hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicants' chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines and requirement OMB Circulars Number A-110 and A-122, revised, and A-133 (audit required if the recipient receives $500,000 in federal funds), as they relate to the application, acceptance, and use of Federal funds under this document.

(e) It will comply with:
(1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 470d, 605, and Federal regulations regarding the administration and enforcement of labor standards;
(2) The provisions of the Davis-Bacon Act (46 U.S.C.S. 2786a) with respect to the prevailing wage rates (except where exempted under law);
(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
(4) Federal Fair Labor Standards Act, 29 U.S.C.S. 201 et. seq., requiring that covered employees be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(f) It will comply with all requirements imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. It will comply with:

(g) (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
(3) E.O. 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(4) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
(5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
(6) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60); which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts shall take affirmative termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
(7) Polices required by the State to affirmatively further fair housing.

(h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(i) It will:
(1) To the greatest extent practicable under State law, comply with Section 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Section 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth the regulations at 24 CFR Part 42 and 24 CFR 570.602(b).

(j) It will abide by the terms and conditions of the Department of Economic Development's Conflict of Interest Program Policy as adopted March 1, 1987, and any additions thereto, for all activities paid for or assisted by Block Grant funds.

(k) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(o) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 903-234, 87 Stat. 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase (Federal financial assistance) includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) It will, in connection with its performance of environmental assessments under the National Historical Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Preservation Act of 1968 (16 U.S.C. 469-1, et. seq.) by:

(1) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(q) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetlands;
(4) The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
(7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b));
(9) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et. seq.);
(10) The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C.S. 1251 et. seq.);
(11) The Clean Water Act of 1977 (Public Law 95-217); and
(12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

(r) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(s) It will minimize displacement of persons as a result of activities assisted with such amounts.

(t) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(u) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(v) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

The City may also require additional information in addition to the HUD program benefit requirements.

EXHIBIT B

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

EXHIBIT C

CDBG Program- Job Creation Project
CDBG Reporting Certification Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that requires to meet certain standards. Completion of this form is voluntary and this information will be kept confidential, with access only to the grantee, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____ person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS) for income tax purposes.
2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item (i.e. tax form showing annual income)**

3. **ELDERLY: _____ person(s)**
   Elderly: how many persons in your family are 62 years of age and 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**: (select one or more) for each household, enter the number by race.

☐ **White.** A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

☐ **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

☐ **American Indian/Alaskan Native.** A person having origins in any of the original peoples of *North and South America (including Central America), and who maintains affiliation or* community attachment.

☐ **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.

☐ **American Indian/Alaskan Native & White.** A person having these multiple race heritages as defined above.

☐ **Asian & White.** A person having these multiple race heritages as defined above.
Black/African American & White. A person having these multiple race heritages as defined above.

☐ **American Indian/Alaskan Native & Black/African American**. A person having these multiple race heritages as defined above.

☐ **Other Multi-Racial.** For reporting individual responses that are not included in any of the other categories listed above

Prior Employment Status: ☐ Unemployed ☐ Employed

New Job Category:

☐	Officials and Managers	☐	Professional
☐	Technicians	☐	Sales
☐	Office and Clerical	☐	Craft Workers (skilled)
☐	Operatives (semi-skilled)	☐	Laborers (unskilled)
☐	Service Workers		

Insurance: Does your employer provide health care benefits? ☐ Yes ☐ No

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and The U.S. Department of Housing and Urban Development."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Grantee for assistance.

For Grantee Use Only

Name of Grantee: _____

EXHIBIT D

Proposed Job Creation Titles

Quality Control (2)
Maintenance Manager
Maintenance Mechanic (2)
Sanitation Lead
Sanitation Workers (2)
Warehouse Manager
Material Handler (2)
Purchasing Manager
Plant Accountant/ Office Manager
Office/ Warehouse Clerk
Shift Supervisor (2)
Dough Mixer (8)
Oven Operator (4)
Dough Machine Operator (4)
Packaging Operator Lead (4)
Packaging Assistant (16)
Complete Production Assistant (8)