SUBRECIPIENT AGREEMENT

FOR

ARPA JOPLIN HOMEOWNER REHABILITATION PROGRAM

Between

CITY OF JOPLIN

And

ECONOMIC SECURITY CORPORATION (ESC) OF SOUTHWEST AREA

(Subrecipient)

Entered into this 20th day of August 2024

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.332(a)(1):

- Subrecipient's name: Economic Security Corporation of Southwest Area
- Subrecipient's unique entity identifier: KQN2BSLHJRA9
- Federal Award Identification Number (FAIN): SLFRP4542
- CFDA Number: 21.027 Coronavirus State Fiscal Recovery Fund
- Federal Award Date: 8/4/2021
- Subaward Period of Performance Start and End Date: 08/19/2024 – 08/31/2025.
- Amount of Federal Funds Obligated by this Agreement: $1,000,000.00
- Amount of Non-Federal Funds Obligated by this Agreement: $1,350,000.00 ($1,000,000 Local Match and $350,000.00 Not to Exceed Administrative Budget)
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: $1,000,000.00
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: $1,000,000.00.
- Federal Award Program Description:

  The federal American Rescue Plan Act ("ARPA") of 2021 established a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") for the purpose of responding to the impact of COVID-19 and the affects felt within communities, residents, and businesses across the nation. The funding aims to provide governments with the resources to respond to the public health emergency and its economic impacts within four allowable use categories.

  The Department of Treasury awarded the State of Missouri a $2.5 billion share of the federal funding and the Missouri General Assembly appropriated $100 million of the State Fiscal Recovery Funds to the Missouri Department of Economic Development ("MO DED") for community development and revitalization. The MO DED established a competitive program entitled "Missouri ARPA Community Revitalization Grant Program". The City of Joplin was awarded $3.5 million for allowable activities and may expend funds under the "negative economic impacts" allowable use category. This permits a response to the negative economic impacts caused or made worse by COVID-19 as codified in Title VI of the Social Security Act.

  Funding under this Subrecipient Agreement shall be for the Economic Security Corporation to carry out the Joplin Homeowner Rehabilitation Program.
- Name of Federal Awarding Agency: Department of Treasury
- Name of Level 1 Pass-Through Entity (Direct Recipient): State of Missouri Department of Economic Development
- Name of Level 2 Pass-through Entity: City of Joplin

- Contact Information for City of Joplin:

  Attn: Leslie L. Haase

  Title: Finance Director

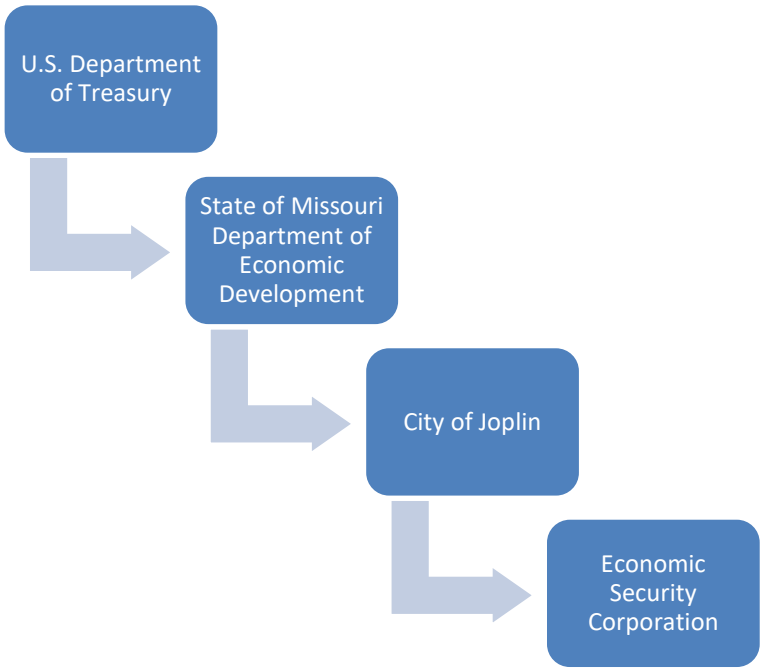
  Street: 602 S Main Street

  City, MO Zip: Joplin, MO 64801

  Phone: 1-417-624-0820

  Email: LHaase@joplinmo.org
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: de minimis

Flow of Federal financial assistance in this Subrecipient Agreement:



THIS AGREEMENT entered this 20th day of August 2024 by and between the City of Joplin (herein called the "City") and Economic Security Corporation (herein called the "Subrecipient") in connection with a certain grant to Subrecipient under the State and Local Fiscal Recovery Funds ("SLFRF"). The foregoing City and Subrecipient shall sometimes be referred to herein individually as the "Party" and collectively as the "Parties".

The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the City of Joplin by the State of Missouri Department of Development ("MO DED") through the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the City; and

WHEREAS, the federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") (42 U.S.C. § 802), and appropriated $195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19"; and

WHEREAS, the SFRF is further implemented by Treasury through regulations (31 C.F.R. Part 35) and other guidance; and

WHEREAS, the State of Missouri ("State") entered into an agreement with Treasury regarding the State's SFRF funding ("Treasury-State Grant Agreement"); and

WHEREAS, the SFRF award to the State is over $2.5 billion; and

WHEREAS, the Missouri General Assembly appropriated, and the Governor approved, $100,000,000 in SFRF funds to Missouri Department of Economic Development ("DED") for community development and revitalization for State Fiscal Year 2023 (July l, 2022 - June 30, 2023) (House Bill 3020, § 20.065, 2022); and

WHEREAS, DED established the Missouri ARPA Community Revitalization Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for investments in communities in the State; and

WHEREAS, the City of Joplin submitted an application for a community revitalization project, and DED approved the project for funding; and

WHEREAS, the City of Joplin has received SFRF funds from DED; and

WHEREAS, the City is authorized to disburse all or a portion of its SFRF funds to Subrecipients to carry out eligible uses on behalf of the City; and

WHEREAS, the City has determined that the Joplin Homeowner Rehabilitation Program is an eligible use of SFRF funds; and

WHEREAS, the Subrecipient has been designated by the City to carry out the Joplin Homeowner Rehabilitation Program; and

WHEREAS, the City has defined eligible uses of the SFRF funds under the Joplin Homeowner Rehabilitation Program in the form attached hereto as Exhibit A; and

WHEREAS, the City shall award the Subrecipient SFRF funds in the amount of $2,350,000.00 (the "Award") to carry out the Joplin Homeowner Rehabilitation Program, subject to the City and the Subrecipient entering into this Agreement with respect to the use of said funds; and

WHEREAS, in order to provide funds for the Subrecipient to pay necessary expenditures it has or will incur to carry out the Joplin Homeowner Rehabilitation Program, the Parties have agreed that City shall provide reimbursements for eligible expenses as described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

A. Initial Agreement Term

This Agreement shall become effective on the 20th day of August 2024 and end on the 31st day of August 2025.

B. Renewal Terms

a. Written Renewal- This Agreement may only be renewed by action evidenced in writing and executed by both Parties. The exercise of the option to renew under this provision shall be with the understanding that all terms and conditions remain in full force and effect unless this Agreement is specifically amended.

II. PROGRAM ACTIVITIES & BUDGET

A. Program Activities

The Subrecipient will be responsible for administering all activities and completing the Program in accordance with the approved Program Guidelines and Program Description in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Program Activities are defined under Attachment A – Program Guidelines and Attachment B – Program Description. The Subrecipient is responsible for completing the Program in accordance with the approved Program Description and Scope of Work as outlined in Attachment B attached hereto and made a part hereof. In any instance where the Program Description may be in conflict with other terms of this Agreement, the Agreement will prevail.

If the Subrecipient wishes to amend the Program Description, the Subrecipient shall seek approval from the City in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Agreement at the City's discretion.

B. Program Budget & Eligible Expenses

The Subrecipient shall not obligate, encumber, spend or otherwise utilize SFRF funds for any activity or purpose not included or not in conformance with the Agreement unless the Subrecipient has received explicit written approval from the City to undertake such action. The City shall only reimburse Subrecipient for eligible expenses. The City will not reimburse for costs incurred for any purpose other than those specified in the Agreement as eligible expenses. Failure to comply with provisions of this Agreement, or failure to perform activities as specified in the Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. 200, including but not limited to costs being disallowed, withholding of federal funds, and/or termination of the Agreement.

Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Eligible expenses shall be contingent on approval from The City. An approved budget is incorporated and made a part of this Agreement as attached in

Attachment C - Program Budget & Eligible Expenses.

C. Program Schedule

a. Initial Program Schedule: The Parties acknowledge that, as of the execution date of this Agreement, only the start and end dates of the agreement have been established. The detailed program schedule, including key milestones, deliverables, and deadlines, is still under development.

b. Submission of Detailed Program Schedule: The Subrecipient shall submit a detailed program schedule to the City within thirty (30) days of the execution date of this Agreement. This schedule shall outline specific activities, timelines, and responsibilities necessary to achieve the program objectives.

c. Review and Approval: The detailed program schedule shall be subject to review and approval by the City. The Parties may mutually agree to amend the program schedule as necessary to accommodate changes in program requirements or unforeseen circumstances. Any amendments to the schedule must be documented in writing and approved by both the City and the Subrecipient.

d. Compliance with Approved Schedule: The Subrecipient shall adhere to the approved program schedule and complete all activities, deliverables, and milestones as outlined. Any deviations from the approved schedule must be promptly reported to the City and may require an amendment to the schedule as described above. The City will regularly monitor progress against the approved program schedule and the subrecipient shall include updates in its periodic progress reports to the City. These reports shall highlight any delays or issues and propose corrective actions as needed to ensure timely completion of the program.

D. Re-obligation of Program Funds

a. Authority to Re-obligate Funds: The City, acting as the pass-through entity, reserves the right to re-obligate any and all program funds included in this Subrecipient Agreement at any time and for any reason. This re-obligation may be executed as the City deems appropriate and necessary to ensure the timely expenditure of grant funds by the federally required expenditure deadline for ARPA SLFRF funds.

b. Notification of Re-obligation: The City will provide written notice to the Subrecipient of any decision to re-obligate funds under this provision. This notice will include the amount of funds to be re-obligated, the reasons for the re-obligation, and the effective date of the re-obligation.

c. Subrecipient Compliance: Upon receipt of the re-obligation notice, the Subrecipient shall comply with any directives issued by the City related to the re-obligation of funds. The Subrecipient shall cease all expenditures of re-obligated funds as of the effective date specified in the notice.

d. Revised Work Plan and Budget: If applicable, the Subrecipient shall submit a revised work plan and budget to the City within ten (10) business days of receiving the re-obligation notice. The revised work plan and budget must reflect the changes resulting from the re-obligation of funds and must be approved by the City before any further expenditures are made.

e. Continued Obligations: Notwithstanding the re-obligation of funds, the Subrecipient shall continue to fulfill all other obligations and responsibilities under this Agreement, unless

otherwise directed by the City. The re-obligation of funds does not relieve the Subrecipient of its duty to achieve the objectives and deliverables outlined in this Agreement.

f. Final Settlement and Reporting: The Subrecipient shall submit a final financial report and settlement of accounts, as directed by the City, within thirty (30) days of the effective date of the re-obligation. This report shall detail all expenditures up to the date of re-obligation and shall return any unexpended funds to the City as required.

g. Indemnification: The Subrecipient agrees to indemnify and hold harmless the City from any claims, liabilities, or damages arising from the re-obligation of funds under this provision.

III. NOTICES

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

City of Joplin Point of Contact:

Troy Bolander

Planning, Development & Neighborhood Services

602 S Main Street

Joplin, MO 64801

1-417-624-0820

TBolande@Joplinmo.org

Subrecipient Point of Contact:

Ryan Peterson

Chief Executive Officer

Economic Security Corporation

1- 417-627-2014

rpeterson@escswa.org

IV. REPORTING & PAYMENT PROCEDURES

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

B. The City will reimburse the Subrecipient only for Eligible Expenses.

C. Eligible Expenses are listed in Attachment C – Program Budget & Eligible Expenses.

D. The City will review any request for reimbursement by comparing the documentation provided by the

Subrecipient against the allowable costs outlined in this Agreement and pursuant to the federal funding agency and pass-through entity requirements.

E. The maximum amount for the entirety of this Agreement is $2,350,000.00.

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SFRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the state of Missouri and City of Joplin, and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

Missouri Department of Economic Development Contract Provisions attached hereto as Attachment E and incorporated herein by reference.

B. Compliance with Federal Requirements

Subrecipient must comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient must comply with all applicable Federal law, statutes, regulations, executive orders, Department of Treasury policies and directives. Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Agreement include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and the Department of Transportation's implementing regulations, 49 CFR part 24, that apply to projects funded with federal financial assistance, such as SFRF funds.

- Generally applicable federal environmental laws and regulations.
- Federal Contract Provisions attached hereto as Attachment D and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions (Attachment D).

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

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. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City of Joplin, its officers, agents and employees, the State of Missouri, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the City. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the City. Subrecipient shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the City under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by City to provide the funding under this Agreement.

Subrecipient shall promptly notify City, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement. Subrecipient further certifies that Subrecipient has disclosed to City all insurance proceeds and other funds received from governmental sources.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect Agreement 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 City. Subrecipient shall comply with the insurance requirements of 2 C.F.R. 200.310 (Insurance coverage) and 2 C.F.R. 200.447 (Insurance and indemnification).

Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Subrecipient to always maintain adequate insurance coverage during the term of the Contract. Failure of the Subrecipient to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Subrecipient. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Subrecipient agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Subrecipient, its employees, officers or agents. Subrecipient agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Subrecipient shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Subrecipient shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Subrecipient shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Subrecipient and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Subrecipient, upon 10 days written notice, to execute an addendum to this agreement whereby the Subrecipient agrees to provide, at a price not exceeding Subrecipient's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

H. Bonding

Subrecipient shall be responsible for ensuring its contractors comply with all bonding requirements of 2 C.F.R. 200.326 (Bonding requirements).

For construction or facility improvement contracts or subcontracts exceeding $15,000.00 the minimum bonding requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

I. Amendments

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.

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 program, 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.

J. Suspension or Termination

In accordance with 2 C.F.R. 200.340, 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:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient 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 the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

K. Termination for Cause

In the event of material breach of the contractual obligations by the Subrecipient, the City may terminate the Agreement for Cause. In its sole discretion, the City may give the Subrecipient an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Subrecipient must provide the City within 10 working days from notification a written plan detailing how the Subrecipient intends to cure the breach. If the Subrecipient fails to cure the breach or if circumstances demand immediate action, the City will issue a notice of cancellation terminating the Agreement immediately.

If it is determined the City improperly terminated the Agreement, such cancellation shall be deemed a Termination for Convenience.

L. Termination for Convenience

The City reserves the right to terminate the Agreement at any time, for the convenience of the City, without penalty or recourse, by giving written notice to the Subrecipient at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Subrecipient pursuant to the terms of the contract shall, at the option of the City, become the property of the City. When applicable, the Subrecipient shall be entitled to receive compensation for services and/or property delivered to and accepted by the City pursuant to the Agreement prior to the effective date of termination.

M. Lobbying

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 (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
4. Subrecipient shall complete and submit the Certification Regarding Lobbying – SF-LLL (Attachment D). 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. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient's financial management system must comply with 2 C.F.R. 200.302. The Subrecipient agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards and must follow approved practices as outlined in 2 C.F.R. 200.

B. Cost Principles

If any indirect costs will be charged to the City under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Subrecipient.

C. Pre-award Costs

Pre-award costs, as defined in 2 C.F.R. §f 200.458, may not be paid with funding from this award.

D. Administrative Costs

a. The City agrees to provide up to $350,000 in local use tax funding to cover the Subrecipient's administrative costs for the program. This funding is based on a two-year estimate of necessary administrative expenditures.

b. Initial Term and Funding Allocation

    i. The initial term of this Agreement shall be for one year. For this initial term, the City shall allocate up to $175,000 to cover the Subrecipient's administrative costs. This allocation is based on the approved funding amount and represents half of the total estimated administrative costs for the two-year period.

c. Eligible Administrative Costs

    i. Administrative costs covered under this Agreement include, but are not limited to, general management, oversight, and coordination expenses necessary for the implementation and administration of the program. These costs must be documented and justified in accordance with applicable regulations and guidelines.

d. Reimbursement and Reporting

    i. The Subrecipient shall submit detailed invoices and reports to the City on at least a monthly basis, outlining the administrative costs incurred. The City will review and approve these submissions before reimbursing the Subrecipient up to the agreed amount for the initial term.

e. Accessing Additional Funding

    i. If the Subrecipient incurs eligible administrative costs exceeding $175,000 within the initial term, or if there is a need to extend the term of this Agreement to cover additional costs, the Subrecipient may request additional funding from the remaining $175,000. Such requests must be submitted in writing, providing detailed justification for the additional costs. The City will review and may approve the request based on available funds and the justification provided.

f. Extension of Agreement Term

    i. If it becomes necessary to extend the term of this Agreement to utilize the remaining $175,000, an amendment to this Agreement must be negotiated and approved by both parties. The amendment shall specify the extended term and any additional terms and conditions related to the extended funding.

E. Cost Sharing

Cost sharing or matching funds are not required to be provided by Subrecipient.

F. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The Subrecipient shall carry out the activities under this agreement in compliance with the City’s procedures to prevent duplication of benefits.

If the Subrecipient receives duplicate benefits from another source for projects related to this disaster, the Subrecipient must refund the benefits provided by the City to the City. The City may also recover the amount to be repaid, or any part thereof, by deductions from any funds which were to be paid to Subrecipient.

Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.

G. Remedies for Noncompliance; Recoupment

In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the City may impose additional conditions on future award funds, if any, or take other available remedies as set forth in 2 C.F.R. 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

H. Documentation & Recordkeeping

1. Access to Records (2 C.F.R. 200.337)

    a. As required by the Department of Treasury, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. 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, the State of Missouri, the Federal awarding agency or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

    b. As required by 2 C.F.R. 200.332(a)(5), the City of Joplin, the State of Missouri and appropriate state agencies as designated by the State of Missouri, auditors, or any of their authorized representatives, shall have the right of access to any records, documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

    c. The right of access is not limited to the required retention period but lasts as long as the records are retained.

2. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of for five (5) years from the date of City of Joplin's closeout of their Subaward with DED, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.in accordance with 2 C.F.R. 200.334.

3. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

4. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

5. Client Data

Subrecipient 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. Such information shall be made available to the City monitors or their designees for review upon request.

6. Disclosure

Subrecipient understands that client information collected under this Agreement 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 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.

7. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. 200.344. Subrecipient's obligation to 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 Subrecipient has control over funding provided under this Agreement.

8. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City, the Federal awarding agency, 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. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Subrecipients that expend $750,000 or more in total federal assistance (all programs) in a single year must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 C.F.R. 200 Subpart F – Audit Requirements. Subrecipient may be required to submit a copy of that audit to the City of Joplin in accordance with Office of Management and Budget Super Circular. This may be provided to the City of Joplin by email at JBulling@joplinmo.org.

I. Reporting & Payment Procedures

1. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City. Any indirect costs must be consistent 2 C.F.R. 200 Appendix II Subpart E – Cost Principals.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and the City's policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by City staff.

a. Subrecipient must carefully track all costs related to the Program. Costs should be segregated by Administrative Costs, Delivery- Hard Costs, and Delivery- Soft Costs.

b. Time spent on Program related issues should be tracked using a unique identifier for each home/applicant.

c. These codes are to enable City to monitor Program costs and can be used by Subrecipient when producing reimbursement requests.

d. Subrecipient must track Program costs within their systems for the purpose of requesting reimbursement. These costs must also be reported to the City upon request.

e. Requests for reimbursement must be submitted to Johan Bulling at least monthly, or more frequently as determined by the City. All reimbursement requests will go through an approval process and funds will be reimbursed up to 100% depending on the total amount of claims and the funds available. A reimbursement of 100% is not guaranteed. Reimbursements will be made within 30 days of receipt of the reimbursement request.

f. Reimbursement requests must contain sufficient documentation to support:

    i. Each home was determined eligible.

    ii. Supporting documentation for all elements of hard and soft costs included in the reimbursement request, including but not limited to vendor invoices, proof of payment,

final inspections, bidding information, etc.

iii. All personally identifiable information must be redacted from the reimbursement requests.

g. All requests are subject to audit and additional documentation must be provided upon request.

3. Progress Reports

The Subrecipient must submit regular Progress Reports to the City in the form, content, and frequency as required by the City. The City may require the Subrecipient to provide the City with quarterly status reports.

J. Procurement

Subrecipient must follow the regulations at 2 C.F.R. 200.318 (General Procurement Standards) through 2 C.F.R. 200.327 (Contract Provisions) for any procurement activities undertaken with funds authorized by this Agreement and must include Appendix II to Part 200 provision in applicable contracts. The Subrecipient shall impose the Subrecipient's obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

In addition to the requirements pursuant to 2 C.F.R. 200.318-327, Subrecipient shall also:

1. Not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
2. Not enter into any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities may be verified through SAM.GOV.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

a. Attachment A – Program Guidelines

b. Attachment B – Program Description

c. Attachment C – Program Budget & Eligible Expenses

d. Attachment D – Federal Contract Provisions

e. Attachment E – City of Joplin Additional Specific Award Conditions

f. Attachment F – Missouri Department of Economic Development Contract Provisions

g. Attachment G – Certification Regarding Lobbying

VIII. SEVERABILITY

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.

IX. WAIVER

The City's failure to act with respect to a breach by the Subrecipient 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 AGREEMENT

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

XI. ELECTRONIC SIGNATURE

In the event that the City of Joplin shall execute this Agreement by the use of an electronic signature, such electronic signature shall create a valid and binding obligation by the City of Joplin.

XII. EXECUTORY CLAUSE

This Agreement is subject to availability of Federal assistance under ARPA or other federal COVID-19 relief funds. The City of Joplin shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Subrecipient beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the City of Joplin from the State of Missouri or the Federal Government.

XIII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by the City of Joplin.

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

ECONOMIC SECURITY CORPORATION OF SOUTHWEST AREA

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Reviewed for Approval

Certificate of Director of Finance

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase
Director of Finance

Approved as to Form

_____

Peter Edwards
City Attorney

CITY OF JOPLIN

_____

Nicholas Edwards
City Manager

ATTACHMENT A – PROGRAM GUIDELINES

Missouri Department of Economic Development Community Revitalization Grant Program Guidelines may be found at the following link:

https://ded.mo.gov/media/pdf/community-revitalization-grant-program-round-2-guidelines-north-region

ATTACHMENT B – PROGRAM DESCRIPTION

ARPA-Funded Joplin Home Rehabilitation Program (JHRP2)

Overview: The JHRP2 is designed to provide essential repairs to owner-occupied single-family homes, enhancing the quality of life for residents in disproportionately impacted communities. With a total budget of $2,350,000.00, this program aims to prevent further deterioration of homes, promote property appreciation, reduce vacancy due to disrepair, and decrease code enforcement cases and complaints.

Funding and Budget:

- **Total Budget:** $2,350,000.00
    - **Program Funding (ARPA SFRF and Local Match):** $2,000,000.00
        - **Federal Funds:** $1,000,000.00
        - **Local Match:** $1,000,000.00
    - **Local Not to Exceed Administrative Funding:** $350,000.00
- **Maximum Allocation per Home:** Up to $25,000 of Program Funding for eligible repairs, plus necessary and reasonable administrative costs

Program Objectives: The primary objectives of the Home Rehabilitation Program include:

- **Preventing Further Deterioration:** Addressing critical repairs to prevent homes from falling into further disrepair.
- **Enhancing Quality of Life:** Implementing improvements that contribute to a better living environment for residents.
- **Property Appreciation:** Facilitating home repairs that increase property values and contribute to community stability.
- **Reducing Vacancies:** Decreasing the number of vacant homes by making necessary repairs that allow homes to remain occupied.
- **Decreasing Code Enforcement Issues:** Reducing the incidence of code enforcement cases and complaints by addressing common violations through targeted repairs.

Focus Areas for Repairs: The rehabilitation efforts will prioritize the following areas:

- Roof repairs
- Gas and electrical systems
- Utility systems
- Facades and sidewalks

Eligibility Criteria: To be eligible for this program, homes must meet the following criteria:

- Must be owner-occupied single-family dwellings
- Cannot be manufactured or mobile homes
- Must be located within one of the four qualified census tracts

Subrecipient: The Economic Security Corporation (ESC) will serve as the subrecipient responsible for the following, including but not limited to:

- Receiving and processing applications
- Evaluating eligibility of applicants
- Inspecting homes and identifying deficiencies
- Determining the scope of necessary repairs
- Procuring qualified rehabilitation contractors
- Inspecting completed work to ensure quality and compliance

ATTACHMENT C – PROGRAM BUDGET & ELIGIBLE EXPENSES

Program Budget and eligible expenses are subject to approval by the City of Joplin and are contingent on allowability under the funding source(s). The City of Joplin will review all expenses submitted for reimbursement. Reimbursement shall only be made for program activities and eligible expenses. Expenses must be allowable pursuant to the Federal agency award requirements.

Program Budget and Eligible Expenses

1. Program Budget: The total program budget for this Subrecipient Agreement is $2,350,000. These funds are allocated for the rehabilitation of properties, covering both administrative and delivery costs as detailed below. Home repairs will focus on the following- health and safety, roofs, gas and electrical, utilities, facades, and sidewalks.
2. Eligible Expenses: Eligible expenses under this program are divided into three categories: Administrative Costs, Delivery- Soft Costs and Delivery- Hard Costs. All expenditures must fall within these categories to be considered for reimbursement.
3. Administrative Costs: Administrative costs covered under this Agreement include, but are not limited to, general management, oversight, and coordination expenses necessary for the implementation and administration of the program. These costs must be documented and justified in accordance with applicable regulations and guidelines.
4. Soft Costs: Soft costs refer to non-construction expenses that are necessary for the successful completion of the rehabilitation projects. Eligible soft costs include, but are not limited to, the following:
    - Title Searches: Expenses incurred for conducting title searches to ensure clear ownership of the properties.
    - Credit Searches: Costs associated with conducting credit searches related to the properties.
    - Recording Fees: Fees for recording legal documents related to the rehabilitation projects.
    - Environmental Testing: Costs for environmental testing, including lead-based paint risk assessments, termite inspections, and pest inspections.
    - Scope of Work Development: Expenses for developing scopes of work for properties with lead-based paint hazards.
    - Permits: Fees for obtaining necessary permits for the rehabilitation work.
5. Hard Costs: Hard costs refer to direct construction expenses incurred during the rehabilitation projects. Eligible hard costs include, but are not limited to, the following:
    - Energy Efficiency Improvements: Significant energy efficiency improvements can be made after addressing health, safety, and City code violations. Eligible energy efficiency improvements include: insulation upgrades, HVAC system replacements, window and door replacements, and installation of energy-efficient appliances.
    - Accessibility Improvements: Costs to improve accessibility in the properties, which may include: installation of accessible showers and toilets, construction of ramps, installation of wheelchair lifts or stair lifts.
6. Documentation and Approval: All expenses must be documented with appropriate receipts, invoices, and records. The Subrecipient must submit detailed reports and supporting documentation for all expenditures to the City for approval and reimbursement.

ATTACHMENT D – FEDERAL CONTRACT PROVISIONS

During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions in accordance with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (2 C.F.R. 200.327). Violations of law will be referred to the proper authority in the applicable jurisdiction.

Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

A. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

If any indirect costs will be charged to the Subrecipient under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by contractor.

B. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.337 & 2 C.F.R. 200.334)

All recipients, subrecipients, developers, successors, transferees, assignees, contractors, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff. Recipients must give the City of Joplin, the State of Missouri, the Department of Treasury, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable regulations and other applicable laws or program guidance.

Subrecipient and contractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report and in accordance with 2 C.F.R. 200.334.

C. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 C.F.R. 200.321)

Prior to awarding contracts, the Subrecipient and any contractors or subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5).

D. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Subrecipient, contractors, and subcontractors are required to comply with all Federal laws, regulations, executive orders, applicable Federal agency policies, procedures and directives.

E. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

F. NON-COLLUSION (THE SHERMAN ACT)

Price-fixing, bid-rigging, and other forms of collusion are illegal and are subject to criminal prosecution by the Department of Justice. The U.S. Sherman Antitrust Act ("the Sherman Act") prohibits any agreement among competitors to fix prices, rig bids or engage in other anticompetitive activity. Recipients, subrecipients, and contractors must comply with the Sherman Act, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

G. HATCH ACT

Subrecipient must comply with provisions of the Hatch Act of 1939 ((5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

H. CONFLICT OF INTEREST

Subrecipient must comply with conflict-of-interest requirements pursuant to 2 C.F.R. 200.318(c). The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Subrecipient must disclose in writing to the City any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

I. LOBBYING

Subrecipient shall certify 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 (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

4. Lobbying Certification: Subrecipient shall be required to complete the Certification Regarding Lobbying (Attachment D). 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.

J. FLOOD DISASTER PROTECTION ACT OF 1973

In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), as amended, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 C.F.R. Parts 59-79, Subrecipient shall assure that for activities located in an Special Flood Hazard Areas (SFHA) as identified by the Federal Emergency Management Agency (FEMA), property owners obtain and maintain flood insurance under the National Flood Insurance Program as a condition of Federal financial assistance for the acquisition, repair, construction, rehabilitation, or improvement of a building. Also required for insurable contents.

K. CHANGES & MODIFICATIONS

To be eligible for reimbursement under the non-Federal entity's grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

L. SEALS, LOGOS, AND FLAGS

Recipients or contractors must obtain permission prior to using the seal(s), logos, crests, or reproductions of flags or likenesses of the Federal agency(ies). It is recommended that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the applicable Federal agency.

M. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS)[1]

Subrecipient, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

N. EXECUTIVE ORDER 13166 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Subrecipient, contractors, subcontractors, successors, transferees, and assignees shall comply with federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," which seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations.

[1] 31 C.F.R. Part 22 and the government-wide regulations contained in 28 CFR part 42.

Accordingly, Subrecipient and its contractor(s) must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Consistent with the preceding nondiscrimination requirements, Subrecipient and its contractors must comply with the following requirements.

- A contractor must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
- A contractor carrying a program or activity under a federal grant award must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
- Contractors must adhere to any Federal implementing regulations and other requirements with respect to nondiscrimination.

O. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING ACT)

Subrecipient and its contractors shall comply with all relevant requirements of Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-19, known as the Fair Housing Act), and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions.

P. SECTION 504 OF THE REHABILITATION ACT OF 1973

Subrecipient and its contractors shall comply with all relevant requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and implementing regulations, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance.

Q. AGE DISCRIMINATION ACT OF 1975[2]

Subrecipient and its contractors shall comply with all relevant requirements of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

R. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ALL SERVICES, PROGRAMS, AND ACTIVITIES PROVIDED OR MADE AVAILABLE BY PUBLIC ENTITIES)

Subrecipient and its contractors shall comply with all relevant requirements of Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and implementing regulations, which prohibits discrimination on the basis of disability in services, programs, and activities provided or made available by state or local governments or instrumentalities or agencies thereto.

S. FALSE STATEMENTS

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

T. PUBLICATIONS

[2] 31 CFR Part 23

Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP4542 awarded to Economic Security Corporation by the City of Joplin through the State of Missouri Department of Economic Development through a direct allocation from the U.S. Department of the Treasury."

U. PROTECTIONS FOR WHISTLEBLOWERS

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

V. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

W. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

X. NO OBLIGATION BY FEDERAL GOVERNMENT

The U.S. Department of Treasury any other federal agency or pass-through entity providing grants or other funding to a subrecipient are not a party to any transaction between the subrecipient and its contractor. The Federal government, Department of Treasury, or any other federal agency or pass-through entity providing grants or other funding are not subject to any obligations or liable to any party for any matter relating to a contract.

Y. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

1. REMEDIES

Contracts for more than the Simplified Acquisition Threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties

as appropriate.

2. TERMINATION FOR CAUSE OR CONVENIENCE

All contracts in excess of $10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.[3]

3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, 11478, 12086, and 12107 (3 C.F.R. 1964-1965 Comp. p. 339; 3 C.F.R., 1966-1970 Comp., p. 684; 3 C.F.R., 1966-1970., p. 803; 3 C.F.R., 1978 Comp., p. 230; 3 C.F.R., 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 C.F.R., 2002 Comp., p. 258; and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).[4]

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

[3] 2 C.F.R. Appendix II to Part 200 (B)
[4] 2 C.F.R. Appendix II to Part 200 (C)

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the State of Missouri, the Department of Treasury and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the State of Missouri, Department of Treasury, and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the State of Missouri and Department of Treasury in the discharge of the Treasury's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the State of Missouri and Department of Treasury may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings."

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT[5]

Where applicable (40 U.S.C. §§ 3701-3708), all contracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. RIGHTS TO INVENTIONS[6]

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. ENVIRONMENTAL REQUIREMENTS

a. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Subrecipient shall comply with the U.S. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended, insofar as they apply to the performance of this Agreement. Contracts and subawards of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specific in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.[7]

b. The Endangered Species Act of 1973

Subrecipient shall be responsible for ensuring compliance with the Federal Endangered Species Act of 1973 (16 U.S.C. 1531-1544), as amended. Subrecipient shall be responsible for ensuring compliance with applicable regulations pursuant to 50 C.F.R. Part 400-424 and ensuring that no Program activities take place in, or in proximity to, designated critical habitats. Subrecipient shall be responsible for ensuring that, should plants and animals belonging to either endangered or threatened species be discovered in areas of construction or adjacent areas, all work in that area will cease immediately, and the Subrecipient shall immediately notify the City.

c. The Migratory Bird Treaty Act of 1918

Subrecipient shall be responsible for ensuring compliance with the Federal Migratory Bird Treaty Act (16 U.S.C.

[5] 2 C.F.R. Appendix II to Part 200 (E)
[6] 2 C.F.R. Appendix II to Part 200 (F)
[7] 2 C.F.R. Appendix II to Part 200 (G)

703-712). Subrecipient shall be responsible for ensuring compliance with applicable regulations pursuant to 50 C.F.R. Part 10 and ensuring that, if in the course of Program activities, a bird rookery, an identified special migratory bird habitat, or a nesting site is discovered on a project site, then the Subrecipient shall be responsible for ensuring all contractor(s) and/or personnel onsite cease work in the area, and the Subrecipient shall immediately notify the City.

Subrecipient shall be responsible for ensuring compliance with applicable regulations pursuant to 50 C.F.R. Part 10 and ensuring that, if in the course of Program activities, a bird rookery, an identified special migratory bird habitat, or a nesting site is discovered on a project site, then the Subrecipient shall be responsible for ensuring all contractor(s) and/or personnel onsite cease work in the area, and the Subrecipient shall immediately notify the City.

d. Toxic Substances Control Act (TSCA)

Subrecipient shall be responsible for ensuring compliance with the Federal Substances Control Act.

e. Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X)

Subrecipient shall be responsible for ensuring compliance with the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992.

f. Safe Drinking Water Act (SDWA)

Subrecipient shall be responsible for ensuring compliance with the Federal Safe Drinking Water Act (SDWA).

g. Resource Conservation and Recovery Act (RCRA)

Subrecipient shall be responsible for ensuring compliance with the Federal Resource Conservation and Recovery Act (RCRA).

h. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

Subrecipient shall be responsible for ensuring compliance with the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

1. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION

a. A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.[8]

b. Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.[9]

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended,

[8] 2 C.F.R. Appendix II to Part 200 (H)
[9] 2 C.F.R. 200.214

or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.[10]

2. BYRD ANTI-LOBBYING AMENDMENT

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Subrecipient, contractor, or other party shall file the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.[11]

3. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.[12]

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Pursuant to 2 C.F.R. 200.216:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the

[10] 2 C.F.R. 180.530
[11] 2 C.F.R. Appendix II to Part 200 (I)
[12] 2 C.F.R. Appendix II to Part 200 (J) and 2 C.F.R. 200.323

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

ATTACHMENT E – CITY OF JOPLIN ADDITIONAL SPECIFIC AWARD CONDITIONS

Procurement Review and Approval

To ensure compliance with federal procurement requirements and to avoid any potential compliance issues, the Subrecipient is required to submit all procurements related to this program for review and approval by the City of Joplin. This requirement is established under the authority of 2 CFR 200.207, which allows the City to impose additional conditions on the award based on a risk assessment.

1. **Submission for Review and Approval**:
    - The Subrecipient must submit all procurement documents, including but not limited to requests for proposals (RFPs), invitations for bids (IFBs), and contracts, to the City for review and approval before initiating any procurement process.
    - Submissions must be made in a timely manner to allow for adequate review and feedback.
2. **Risk Assessment and Additional Conditions**:
    - According to 2 CFR 200.207, the City has conducted a risk assessment of the Subrecipient and determined that additional specific conditions are necessary to ensure compliance with federal procurement standards.
    - The additional conditions are imposed to mitigate identified potential risks and ensure that all procurement actions conform to federal regulations, particularly those outlined in 2 CFR 200.317-326.
3. **Federal Procurement Standards**:
    - The Subrecipient is required to comply with all applicable federal procurement standards as outlined in 2 CFR 200.317-326. This includes ensuring that procurements are conducted in a manner that promotes full and open competition and avoids practices that may restrict or eliminate competition.
    - The Subrecipient must provide documentation demonstrating that all procurement actions meet these standards, including evidence of competitive bidding processes and justification for any non-competitive procurements.
4. **Documentation and Recordkeeping**:
    - The Subrecipient must maintain thorough documentation of all procurement processes, including procurement planning, bid solicitation, evaluation of bids or proposals, and contract award decisions.
    - Records must be retained in accordance with 2 CFR 200.333-337 and be made available to the City for review upon request.
5. **Compliance Assurance**:
    - The City will review all procurement submissions to ensure compliance with federal standards and to provide feedback or required modifications.
    - The Subrecipient must address any feedback or required modifications from the City before proceeding with the procurement.
6. **Acknowledgment of Understanding**:
    - The Subrecipient acknowledges that while they have an understanding of federal procurement requirements, adherence to these requirements is mandatory to ensure the legality and appropriateness of all procurements under this award.
    - The City's review and approval process is implemented to support the Subrecipient in maintaining compliance and avoiding any potential issues related to procurement practices.

By adhering to these additional specific award conditions, the Subrecipient will ensure that all procurement actions are compliant with federal requirements, thereby safeguarding the integrity and success of the program.

ATTACHMENT F – MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT CONTRACT PROVISIONS

1. BUSINESSES REGISTERED TO DO BUSINESS IN MISSOURI AND IN GOOD STANDING

Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri (unless not required by law to register under law) by checking the entity on the Missouri Secretary of State's business entity search or by requiring a copy of a certificate of good standing.

2. PROHIBITION ON EMPLOYMENT OF UNAUTHORIZED ALIENS/E-VERIFY PARTICIPATION REQUIREMENT (§§ 285.525 - 285.550, RSMO)

Pursuant to subsection l of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Subrecipient agrees that it is not knowingly in violation of subsection l of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work in its administration of the Program, and that its employees are lawfully authorized to work in the United States.

Pursuant to section 285.530, RSMo, for contracts in excess of $5,000, Subrecipient affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended).

In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

a. The direct subcontractor is not knowingly in violation of subsection l of section 285.530, RSMo, and shall not henceforth be in such violation.

b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3. ANTI-DISCRIMINATION AGAINST ISRAEL ACT (§ 34.600, RSMO, PASSED IN 2020)

Required to be in public entity contracts “to acquire or dispose of services, supplies, information technology, or construction" unless the total potential value of the contract is less than $100,000 or the contractor has fewer than ten employees.

"Public entity" is defined as "the state of Missouri or any political subdivision thereof. Including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations."

Subrecipient certifies that it is not currently, and will not for the duration of the contract, engage in a boycott of goods or services from : (a) the State of Israel; (b) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (c) persons or entities doing business in the State of Israel, and agrees to not engage in these activities for the duration of this contract.

4. MISSOURI WILDLIFE CODE

Subrecipient shall be responsible for ensuring compliance with the Missouri Wildlife Code, as applicable.

ATTACHMENT G – CERTIFICATION REGARDING LOBBYING

Economic Security Corporation of Southwest Area
302 S Joplin Ave,
Joplin, MO 64801

Anti-Lobbying Certification

In accordance with Section 1352, Title 31 of the U.S. Code, and implementing regulations at 2 CFR 200, as applicable, the undersigned certifies, to the best of their knowledge and belief, that:

1. *No Federal Funds Used for Lobbying:*
   - No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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. *No Lobbying with Non-Federal Funds:*
   - No non-federal funds have been used to engage in lobbying activities in connection with this federal award.
3. *Requirement to Disclose Changes:*
   - If any registrants under the Lobbying Disclosure Act of 1995 have been retained, and lobbying activities as defined in the statute have been performed, the undersigned shall submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
4. *Compliance with Certification:*
   - The undersigned shall require that the language 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.

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. Code. 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.

Authorized Representative

By:_____ Date:_____

Ryan Peterson
Chief Executive Officer
Economic Security Corporation