2025 LEAD HAZZARD REDUCTION PROGRAM
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this 21st day of October, 2025 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "City" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, the City, in accordance with the regulations codified at FR-6800-N-13 for the Lead Hazard Reduction Grant Program (LHRG), has been designated a Grantee by the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes.

WHEREAS, the City has applied for and received a LHRG from the U.S. Department of Housing and Urban Development for FY 2024 LHRG Program.

WHEREAS, Subrecipient requests the City to reserve up to $342,500.12 from its 2024 LHRG/Match for the project management of the LHRG Program.

WHEREAS, the City is responsible for ensuring that LHRG funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the City to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low-income homeowners with lead reduction projects.

WHEREAS, The budget represented in Attachment A may be amended as needed with prior notification to Economic Security Corporation.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the City and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a LHRG Program in accordance with the Lead Hazard Reduction Program regulations as stated in HUD's Title X, the current HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (current HUD Guidelines, applicable Office of Lead Hazard Control and Healthy Homes (OLHCHH) program policies, and applicable federal, state, and local regulations and guidance, including, but not limited to the EPA's Renovation, Repair, and Painting (RRP) Rule found within 40 CFR part 745. Implementation shall include, but is not limited to, attracting eligible participants to the

program, assessing their eligibility under the LHRG program, and informing participants of the requirements for receipt of LHRG benefit.

2. The term of the Agreement shall begin on the date specified above and end three years from this date or until the entire LHRG funds allocated for the LHRG Program pursuant to this Agreement have been expended, whichever comes first.

3. Subrecipient shall provide any reports and information as required by the City to document compliance with LHRG Program regulations. This shall include the following information on each beneficiary: level of income (80% of household area median income or less), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the City, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the City, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the City, its officers, agents, and employees.

5. Subrecipient shall insure that all potential beneficiaries of LHRG Program funds receive information with respect to Lead Safe Housing (24 CFR 35) and the EPA's lead-based paint rules (40 CFR 745).

6. Subrecipient shall recommend applicants to the City eligible beneficiaries. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the LHRG funds required and a signed statement from the prospective homeowner that LHRG Program requirements were explained to them. No recommended applicants are accepted without notice to proceed issued by the City.

ARTICLE II

1. Under any program funded in whole or in part with LHRG funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and

implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. Subrecipient agrees to comply with all applicable regulations and requirements of the LHRG program as set out in FR-6800-N-13, and to maintain adequate records to document such compliance.

5. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The City agrees to reserve $3,106,400.00 from its 2024 LHRG funds for use by eligible and approved beneficiaries of Subrecipient in the implementation of a LHRG Program assisting approximately one hundred (100) homes.

2. Subrecipient agrees to use and the City agrees to provide funding, pursuant to performance of these activities in an amount of $3,106,400.00 from its 2024 LHRG funds overall and not exceeding $30,000 per unit. If a project exceeds $30,000 per unit, the project will not be approved without expressed written approval from the City after consultation from HUD and to program expenditures in accordance to the budget in Attachment A.

3. The City agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient responsibility for compliance.

4. The City agrees to prepare and submit any and all required reports to HUD's Office of Lead Hazard Control and Healthy Homes.

5. The City agrees to assist Subrecipient staff in interpreting LHRG program regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local property maintenance and building codes.

6. The City agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of City of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed application from an eligible LHRG Program beneficiary and finalization of Tier II site specific environmental review, the City will issue notice to proceed and approve beneficiary assistance according to the 2024 LHRG Program Policies and Procedures approved by HUD's Office of Lead Hazard Control and Healthy Homes.

2. Subrecipient clients will have exclusive access to the LHRG funds committed under this agreement for LHRG Program.

3. Subrecipient will ensure that all prospective beneficiaries will receive counseling on the obligations, terms, and conditions associated with a LHRG funded rehabilitation of a house, or unit.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the City.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and Subrecipient.

3. This agreement, in accordance with 2 CFR 200.340 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 2 CFR 200.340 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the City to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the City.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 58, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under 24 CFR Part 58.

4. Subrecipient is responsible for affirmative marketing in accordance with FR-6800-N-13, and priority given to households with children under the age of 6 years for the entirety of the period of performance of this agreement.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests additional LHRG funds from the City.

6. *Reversion of assets.* Upon expiration or termination of this agreement, Subrecipient must transfer to the City any LHRG funds on hand at the time of expiration and any accounts receivable attributable to the use of LHRG funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the City from time to time, and in accordance with 2 CFR 200.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 2 CFR 200.340, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 2 CFR 200.340.

9. If Subrecipient provides LHRG funds to for-profit owners or developers, nonprofit owners, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, Subrecipient must have a written agreement with each party which meets the requirements of this section. The agreement to be utilized for homeowner activities as part of this agreement shall be Attachment A.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2025.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

_____
Ryan Peterson
Chief Executive Officer

_____
Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

_____
Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

_____
Holly Naggy
City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards
City Attorney

ATTACHMENT A

Economic Security Corporation - Subrecipient/Contractor
City of Joplin, MO

Lead Hazard Reduction Grant# MOLHB0807 - 24
Budget Narrative Total $3,448,950.12

1. CATEGORY ONE: PERSONNEL -$281,736.00

a. Program Manager - Curtis Scott -(75%): - Economic Security Corporation will have one employee who will be the Program Manager on behalf of the City. He will spend 75% of his time over four years managing the day-to-day activities, developing the scope of work to test and remediate the homes, bidding the jobs, completing contract agreements and inspecting the job sites. He will oversee all aspects of the lead hazard control work for this grant. It is anticipated that this position will allocate 75% of their time or 6,240 hours over four years at $45.15 per hour:

20% Administrative: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $56,347.20
80% Direct: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $225,388.80

2. CATEGORY TWO: FRINGE BENEFIT - $40,344.60

a. Program Manager - Curtis Scott: This amount represents the Fringe Benefits for the Program Manager, who will spend 75% of his time overseeing and administering this grant for the City. Fringe Benefits for ESC includes FICA of 7.65%, Retirement of 5% and Worker's Compensation of 1.67% for this position.

20% Administrative: Program Manager - 14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)= $8,068.92
80% Direct: Program Manager -14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)=$32,275.68

3. CATEGORY THREE: TRAVEL - $16,254.00

The grant requires 2 trainings for 2 key staff over the life of the grant. It is anticipated that the Project Director, along with the Program Manager as the Subrecipient, will attend both trainings.

a. Transportation - Local Private Vehicle: $6,720.00
Local Travel to Homes: Mileage reimbursement for the Program Manager to use his privately-owned vehicle (POV) to travel to local project sites, to meet with clients, to conduct inspections, or conduct home visits. Rate is .70 per mile for up to 9,600 miles.
100% Direct: $6,720.00

b. Transportation - Airfare: $3,000.00 Airfare for HUD required Training/Conferences.

- New Grantee Orientation (NGO)-Air fare for Program Manager to attend NGO at an estimated cost of $600.00. 100% Other Program Costs: $600.00
- Program Manager Training (PMS)-Airfare for Program Manager to attend (4) PMS classes at an estimated cost of $600.00 each. Program Manager will attend one PMS per year (1x4). 4 classes x $600.00 per class= $2,400.00
100% Other Program Costs: $2,400.00

c. Transportation - Other: $150.00
Ground Transportation for NGO and PMS from airport to hotel and from hotel to airport.

- New Grantee Orientation (NGO)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend NGO at an estimated cost of $15.00 each trip for a total cost of $30.00.
100% Other Program Costs: $30.00
- Program Manager School (PMS)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend (4) PMS classes at an estimated cost of $15.00 each trip for a total cost of $120.00. 4 classes x$15.00 each trip x2 trips each= $120.00
100% Other Program Costs: $120.00

d. Per Diem or Subsistence Total: $6,384.00 NGO will be one time over the life of the grant, while PMS will be once per year over the 4- year grant period. Per Diem for NGO for 3 days and PMS for 4 days for each of the 4 courses for the Program Manager. Lodging for NGO for 3 nights and PMS for 4 nights for each of the 4 courses for the Program Manager.

- New Grantee Orientation: Per Diem - For per diem for the Program Manager for 3 days at $79.00 per day for NGO.
100% Other Program Costs: $237.00
- New Grantee Orientation: Lodging - For lodging for the Program Manager for 3 nights at $257.00 per night for NGO.
100% Other Program Costs: $771.00
- Program Manager School: Per Diem - For per diem for the Program Manager for 4 days at $79.00 per day for PMS for each of the 4 annual courses. 4 classes x 4 days x $79.00 per day= $1,264.00
100% Other Program Costs: $1,264.00

- Program Manager School: Lodging- For lodging for the Program Manager for 4 nights at $257.00 per night for PMS for each of the 4 annual courses. 4 classes x 4 nights x $257.00 per night= $4,112.00
100% Other Program Costs: $4,112.00

4. CATEGORY FOUR: EQUIPMENT (NONE)

5. CATEGORY FIVE: SUPPLIES AND MATERIALS - $215.52
Sa. Consumable Supplies - $215.52

- Office Supplies - Cost to purchase needed office supplies for staff, including paper, pens, envelopes, etc.

100% Administrative: $215.52

6. CATEGORY SIX: CONSULTANTS (NONE)

7. CATEGORY SEVEN: CONTRACTS AND SUBGRANTEES - $3,064,400.00

a. Lead Testing: $64,400.00 -We have budgeted to do lead testing on 161 homes, with the anticipation that about 62% will test positive and the remaining 38% will test negative, thus not requiring remediation. 161 homes x $400 per home= $64,400.00
100% Direct: $64,400.00

b. Lead Remediation: $3,000,000.00-We have budgeted to remediate 100 homes, with the anticipation that 62% of the homes tested will require remediation. Remediation will include any required exterior and interior work, along with possible soil remediation, at a cost of $30,000.00 per home. 100 homes x $30,000.00 per home= $3,000,000.00.
100% Direct: $3,000,000.00

8. CATEGORY EIGHT: CONSTRUCT/ON COSTS (NONE)

9. CATEGORY NINE: OTHER DIRECT COSTS - $46,000.00

- Resident Temporary Relocation Costs - Costs to provide temporary housing in a hotel while lead hazard reduction work is being completed on the units. This cost is based on total relocation fees for 42 families for an average of five (5) nights for an estimated total night of 210 nights at $200.00 per night. 42 residents x 5 nights per relocation x $200 per night= $42,000.00

100% Direct: 42,000.00

- Program Manager School Registration Fee: The Program Manager will travel to unknown locations at this time to attend the required Program Manager School. The estimated registration fee is $1000 per person per training. Training is required annually for each year of the 4-year grant period. 4 classes x $1,000.00 = $4,000.00 100% Other Program Costs: $4,000.00

10. CATEGORY TEN: INDIRECT COSTS (NONE)

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development in an amount to exceed $100,000.00 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75 and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

G. The SUBRECIPIENT certifies that with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT C

HOMEOWNER AGREEMENT

Whereas, _____ ("Homeowner") is receiving Lead Hazard Reduction Grant (LHRG) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate and reduce lead hazards of home located at <*insert address*> in compliance with City of Joplin building codes and Health Home Housing Quality Standards.

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Lead Counseling and Income Eligibility
Homeowner agrees that if during or following the completion of the scope of work any statements or documentation are determined to be false, then the Subrecipient shall require immediate payment in full of the entire funds provided by the Subrecipient.

Homeowner further certifies that the Subrecipient has counselled the homeowner with respect to lead hazards and has received the Protect Your Family From Lead in Your Home booklet published by the United States Department of Housing and Urban Development.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive LHRG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered met in full.

Attachment

A. **Scope of Work**
B. **Protect Your Family From Lead in Your Home (booklet)**

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

_____	_____
Economic Security Corporation	**Homeowner**
_____	_____
Notary Public	**City of Joplin**

Commission Expiration Date:

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____