EXHIBIT "A"

SUBRECIPIENT AGREEMENT BETWEEN
JASPER COUNTY, MISSOURI, AND CITY OF JOPLIN, MISSOURI
FOR 20TH STREET IMPROVEMENTS

THIS SUBRECIPIENT AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as "the Effective Date," by and between Jasper County, a political subdivision of the State of Missouri, hereinafter referred to as "County," and the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and with County and City hereinafter referred to collectively as "the Parties."

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was enacted to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF funds") authorized under ARPA are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the County has received SLFRF funds to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF funds (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the parties find that SLFRF funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the parties find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF funds guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in the City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. GENERAL OVERVIEW AND 20th STREET PROJECT DEFINITIONS

The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Parties' efforts to meet

the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

This Agreement will provide funding for critical infrastructure improvements to 20th Street, an arterial street that serves the community, specifically planning and design between South Schifferdecker Avenue and State Line Road, and construction between South Schifferdecker Avenue and South Central City Road.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

A conceptual drawing of the 20th Street design is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. RESPONSIBILITIES OF CITY

City's responsibilities under this Agreement are limited to the following:

a. City is responsible for planning, designing, and constructing the improvements, the cost of which is to be shared between County and City as described herein.

b. City will own the improvements and be responsible for future maintenance and repair.

c. City will be responsible for funding any project costs in excess of the sum set forth in paragraph 3 of this Agreement.

d. If City does not enter into a contract for the planning, design, or construction of any individual project improvement by December 31, 2024, City shall not be entitled to funding for the subject individual project improvement costs. In such an event, City shall have no obligation to proceed with the subject individual project improvement costs.

e. Any costs funded by City after December 31, 2026 shall not be eligible for reimbursement under this Agreement.

3. PAYMENT

County shall make available an amount of **$4,000,000.00 (FOUR MILLION DOLLARS)** to City from County's SLFRF funds. The Parties acknowledge and agree that County's SLFRF funds are provided on a reimbursement basis. County's SLFRF funds shall be used to reimburse City for expenses related to eligible uses of SLFRF funds as outlined in the Treasury's Final Rule, reflected in Appendix A and B, and in accordance with the terms and conditions outlined below:

County shall approve and pay reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient

documentation, may result in payment delays. City is responsible for submitting a complete and accurate reimbursement request.

Each reimbursement request must contain the following supporting documentation:

a. Signed Request for Reimbursement (RFR) form;
b. Invoices of all expenditures; and
c. Proof of payment of all expenditures.

4. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Within ninety (90) days after receipt of a notice of termination, Subrecipient agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

5. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, City will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

City shall maintain an effective accounting system, which will:

a. Identify and record valid transactions;
b. Record transactions to the proper accounting period in which transactions occurred;
c. Describe transactions in sufficient detail to permit proper classification;
d. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements;
e. Adequately identify the source and application of funds of each grant contract; and
f. Generate current and accurate financial reports in accordance with contract requirements.

6. MONITORING

City agrees that County will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of City involving transactions related to this Agreement. This right to examine also extends to any obligations assigned to any subcontracts or agreements formed between City and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of City's obligations to County under this Agreement. City agrees that County will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. County will provide City with reasonable advance notice of intended audits. City must provide records within thirty (30) business days or a mutually agreed upon timeline. City may withhold any information that it is mandated to withhold to comply with state or federal law.

7. MISCELLANEOUS

A. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

B. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

C. Audit. If City, within City's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, City shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

D. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

E. Compliance with laws. The Parties shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by them on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

F. Consequential Damages. In no event shall City be liable to County for special, indirect, or consequential damages.

G. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Facsimile signatures shall be given the same force and effect as original signatures.

H. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

I. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

J. Non-Discrimination. Subrecipient agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Subrecipient or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

K. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Grantor at the addresses as follows:

City of Joplin, Missouri	Jasper County
ATTN: City Attorney	ATTN: Norman Rouse
602 S. Main St.	302 S. Main St.
Joplin, MO 64801	Carthage, MO 64836

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

L. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

M. Records and Audits. City shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

N. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

O. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

P. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Q. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	JASPER COUNTY, MISSOURI
_____	_____
Nick Edwards, City Manager	By: Its: authorized representative

ATTEST:

_____
Holly Nagy, City Clerk

APPENDIX A - Scope of Services

The preliminary engineering, planning, design, and right-of-way acquisition for the improvements to 20th Street from South Schifferdecker Avenue to State Line Road. This agreement also includes the bidding and construction phase services for the improvements to 20th Street from South Schifferdecker Avenue to South Central City Road.

APPENDIX B – Conceptual Design of 20th Street