

2026 MLK DAY OF SERVICE SUBGRANTEE AGREEMENT

State of Missouri Department of Economic Development Missouri Community Service Commission dba ServMO

This Grant Agreement is made by and between the Missouri Department of Economic Development, Missouri Community Service Commission ("COMMISSION") and <u>City of Columbia</u> ("SUBGRANTEE") (collectively, the "PARTIES"). The Corporation for National and Community Service, which operates under the name "AmeriCorps" ("CORPORATION"), awards funds for the grant described in this Grant Agreement. The purpose of this award is to assist the SUBGRANTEE in carrying out a National Service program as authorized by the National and Community Service Trust Act of 1993, as amended (see 42 U.S.C. §§ 12511 et seq.).

I. General Guidelines

This award is subject to the uniform administrative requirements, cost principles, and audit requirements for federal awards located at 2 CFR Part 200 and the CORPORATION's implementing regulations at 2 CFR Part 2205. The SUBGRANTEE agrees to comply with all other applicable statutes, executive orders, regulations, and policies governing the award including, but not limited to, the FY 2025 General Grant and Cooperative Agreement Terms and Conditions and the 2025 Terms and Conditions for AmeriCorps State and National Grants (collectively the "CNCS Terms and Conditions"), the grant assurances and certifications, and the COMMISSION's policies and procedures. The CNCS Terms and Conditions are attached to this Grant Agreement and incorporated herein.²

Any inconsistencies in the Grant Agreement shall be resolved by giving precedence in the following order: (a) applicable federal statutes, (b) applicable federal regulations, (c) Notice of Grant Award and Signature Page, (d) CORPORATION program specific terms and conditions, (e) CORPORATION general terms and conditions, (f) the Notice of Funding Opportunity, (g) COMMISSION–specific policies, and (h) the approved grant application including all assurances, certifications, and attachments.

² The AmeriCorps Terms and Conditions also are available as follows:

[•] FY 2025 General Grant and Cooperative Agreement Terms and Conditions: <u>AmeriCorps General</u> <u>Grant and Cooperative Agreement Terms and Conditions</u>

[•] FY 2025 Terms and Conditions for AmeriCorps State and National Grants: <u>2025 Terms and</u> <u>Conditions for AmeriCorps State and National Grants</u>



II. Project and Budget Period

The project and budget period of the Grant Agreement will be from <u>January 1, 2026</u> to <u>January 31, 2026</u>. The SUBGRANTEE may not spend grant funds prior or subsequent to the specified project and budget period.

Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which SUBGRANTEE submits request(s) for reimbursement to the COMMISSION. SUBGRANTEE understands and agrees that appropriated funds may be reduced unilaterally by the State through withholdings made pursuant to the Missouri Constitution, Article IV, § 27. Therefore, this Agreement shall not be binding upon the COMMISSION for any period in which funds have not been appropriated or approved, and the COMMISSION shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

III. Subgrant Award

Subject to all terms and conditions of this Subgrantee Agreement, the COMMISSION agrees to award a maximum of \$970.00 to the SUBGRANTEE (the "Grant" or the "award").

IV. Use of Funds

The purpose of the Grant is to engage community organizations and volunteers in service and/or learning activities that honor the life and legacy of Dr. Martin Luther King, Jr. All activities must adhere to rules related to non-duplication and non-displacement as outlined in 45 CFR §2540.100(e)-(f). Funds shall only be expended for this purpose and as set forth in the SUBGRANTEE's approved grant application.

V. SUBGRANTEE Match for the Grant Award

Match is not required.

VI. SUBGRANTEE Responsibilities Under Award Administration

Accountability of the Grant Recipient: The SUBGRANTEE has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of the COMMISSION. The SUBGRANTEE is accountable to the COMMISSION for expending the Grant in a judicious and reasonable manner, and the SUBGRANTEE must accurately record the service activities and outcomes achieved under the awards outlined by the grant application. Although the SUBGRANTEE is encouraged to seek the advice and



opinion of the COMMISSION for special problems as they arise, such advice does not diminish the SUBGRANTEE's responsibility for making sound judgments and does not shift the responsibility for operating decisions to the COMMISSION.

Assignments and Subcontracts: The SUBGRANTEE agrees not to assign responsibility of this Grant Agreement to another party or to subcontract any portion of the service activities or work contemplated under this Grant Agreement without prior written approval of the COMMISSION. If assignments or subcontracts are approved, the SUBGRANTEE must have and implement a plan for oversight and monitoring that complies with 2 CFR §200.331 to ensure that each sub-recipient and/or service site has agreed to comply, and is complying, with the award requirements, including the General Guidelines in Section I of this Grant Agreement. The COMMISSION, regardless of any previous approvals, is not obligated for any amounts greater than the Grant Award in Section III of this Grant Agreement.

Notice to the Commission: The SUBGRANTEE will notify the COMMISSION <u>immediately</u> of any anticipated or actual: developments or delays that have a significant impact on funded activities; significant problems relating to the administrative or financial aspects of the award; or misconduct or malfeasance, or suspected misconduct or malfeasance, related to the award or SUBGRANTEE. The SUBGRANTEE will inform the COMMISSION about the corrective action taken or contemplated by the SUBGRANTEE and any assistance needed to resolve the situation.

VII. Financial Management Standards

General: The SUBGRANTEE must maintain financial management systems that comply with 2 CFR §200.302(b). The SUBGRANTEE's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all SUBGRANTEE's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.

Allowability of Costs: To be allowable under an award, costs must meet the criteria of 2 CFR §200.403, which provides that costs must be necessary and reasonable for the performance of the award; must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items; must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the SUBGRANTEE; must be



adequately documented; and must not be included as a cost or used to meet cost share or matching requirements of any other federally-financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid double-charging of federal awards (see 2 CFR §200.403(d) and §200.412).

Audits: If the SUBGRANTEE expends \$750,000 or more in total federal awards in a fiscal year, it shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. \$87501–7506, and 2 CFR Part 200, Subpart F. If the SUBGRANTEE expends federal awards under only one federal program, it may elect to have a program-specific audit, if it is otherwise eligible. If the SUBGRANTEE does not expend \$750,000 in federal awards in a fiscal year, it is exempt from the single audit requirements for that year. However, the SUBGRANTEE must continue to conduct financial management reviews, and its records must be available for review and audit. The SUBGRANTEE must forward copies of all audit reports, including management letters, to the COMMISSION. Audit reports must be made available to the COMMISSION upon request. The COMMISSION may terminate or modify the award in response to the SUBGRANTEE's failure to comply with the applicable audit requirements. The COMMISSION may, in its sole discretion, determine whether the SUBGRANTEE is in compliance with the terms of this Grant Agreement.

If the SUBGRANTEE does not comply with the applicable audit requirements, the COMMISSION may disallow costs that have been charged to the Grant. If the CORPORATION or the COMMISSION finds that the SUBGRANTEE's financial management system is seriously inadequate, the COMMISSION or the CORPORATION may take the following actions relating to the Grant: stop making payments, suspend funds, terminate the Grant, or recover funds, pursuant to 2 CFR §§200.338–.339 and 45 CFR §2540.400.

Budget Revisions: The SUBGRANTEE must notify the COMMISSION in advance and in writing to obtain written COMMISSION approval for any revisions to the SUBGRANTEE's budget over 5% of the total grant award. The COMMISSION reserves the right to disallow any proposed revisions.



VIII. Branding and Marketing Commitment

Branding of any type of public facing materials which includes websites, Facebook, Instagram, Twitter, and any social media outlets must acknowledge ServMO and 9/11 Day as significant supporters in promotional materials, including that "funds to support this program were provided, in part, by ServMO and the nonprofit 9/11 Day."

The SUBGRANTEE must all register the MLK Day of Service project on the MyGoodDeed project registration platform.

IX. Reasonable Accommodation for People with Disabilities

Programs and activities must be accessible to persons with disabilities, and the SUBGRANTEE must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified volunteers, service recipients, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

X. Reporting Requirements

The SUBGRANTEE shall submit all reports required by the COMMISSION in a timely manner. Current reports and their due dates are as follows.

Final Report and Reimbursement Form is due as follows, unless otherwise noted in the special conditions section:

- Day of Service Final Report is due by February 28, 2026, 11:59 PM.
- Final Report and Reimbursement Form is used as the basis for reimbursement requests.
- The SUBGRANTEE is required to submit supporting documentation as requested for grant-related expenditures. Expenses shown in the SUBGRANTEE's general ledgers and payroll registers must match what is reported on the PRF. The SUBGRANTEE's financial management system must adhere to the requirements outlined in Section VII of this Grant Agreement.

The COMMISSION may notify the SUBGRANTEE at the beginning or during the program period of any revisions or additions to deadlines and/or reporting requirements. The SUBGRANTEE agrees to provide other reports as requested by the COMMISSION.

The COMMISSION may cease all disbursal of grant funds if the SUBGRANTEE is more than two weeks delinquent with a programmatic or financial report.



XI. Close Out Procedures & Monitoring

Closeout is the process by which grantees complete all necessary financial, program, and administrative actions required under this grant. The SUBGRANTEE is required to complete the requirements of 2 CFR § 200.344 to ensure the proper closeout of their federal grant awards.

Commission Oversight and Monitoring

The SUBGRANTEE has full fiscal and programmatic responsibility related to the MLK Day Mini-Grant, but the COMMISSION has overall responsibility to ensure the program is operating in accordance to applicable federal and state rules and regulations. In order to fulfill this responsibility, the COMMISSION conducts regular desk monitoring to review and assess financial and Member timekeeping compliance. The COMMISSION also conducts regular site visits to review and evaluate SUBGRANTEE records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary. Site visits may also include follow-up on previously noted compliance or continuous improvement issues.

If compliance issues are identified during oversight and monitoring activities, the SUBGRANTEE will rectify all compliance issues within a time period specified by the COMMISSION. The SUBGRANTEE must provide a written response on its letterhead to the COMMISSION to document the resolution of issues. Written documentation must include a description of how all noted deficiencies were corrected or an acceptable corrective action plan (including a justification and timeline for compliance) for any unresolved deficiencies.

Consistent instances of noncompliance and/or significant noncompliance findings will be a consideration by the COMMISSION in determining the SUBGRANTEE's future requests for funding. In the event of continued or unreasonable noncompliance with the terms and conditions of this grant award, the COMMISSION may suspend and/or terminate the grant award as outlined in federal regulations.

XII. Breaches of Protected Personally Identifiable Information (PPII)

The SUBGRANTEE needs to be prepared for potential breaches of Protected Personally Identifiable Information ("PPII"). The U.S. Office of Management and Budget defines PPII as any information about an individual, including but not limited to, education, financial transactions, medical history, and criminal or employment history, and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. The SUBGRANTEE must ensure that it has procedures in place to protect against, prepare for,



and respond to breaches of PPII, and notify the CORPORATION and COMMISSION in the event of a breach.

If the program or project supported under this award creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PPII within the scope of the grant award or uses or operates a federal information system, the SUBGRANTEE must establish procedures to prepare for and respond to a potential breach of PPII, including notice of a breach of PPII to the CORPORATION. A program that experiences a breach should immediately notify the COMMISSION (which will notify the designated CORPORATION Program Officer), the CORPORATION's Office of Information Technology, and the CORPORATION Office of Inspector General.

If the program or project supported under this award creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PPII within the scope of the Grant or uses or operates a federal information system, the SUBGRANTEE must establish procedures to prepare for and respond to a potential breach of PPII, including notice of a breach of PPII to the CORPORATION. A program that experiences a breach should immediately notify the COMMISSION (which will notify the designated CORPORATION Program Officer), the CORPORATION's Office of Information Technology, and the CORPORATION Office of Inspector General.

XIII. Records Retention Policy

The SUBGRANTEE shall maintain at its principal office or place of business all fiscal and programmatic records, including background checks, for a period of three years or more from the date of submission of the appropriate final financial status report for the grant. If an audit or other review is in progress prior to the expiration of the three-year period, the records must be retained until the audit or review findings involving the records have been resolved and final action taken as required by 2 CFR § 200.333.

XIV. Standard Terms and Conditions

Subgrantee Status

SUBGRANTEE and its employees are not employees of the COMMISSION or the State, and shall not represent themselves to be employees of the COMMISSION or the State.

Obligations of Subgrantee not Obligations of the State

SUBGRANTEE hereby agrees that any obligations entered into by SUBGRANTEE or its agents in performing this Agreement, including but not limited to a subaward, contract, subcontract, or material or service order, shall not be an obligation of the COMMISSION or the State, and neither the COMMISSION nor the State will be responsible for fulfillment of SUBGRANTEE's obligations.



Amendments

This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the PARTIES.

Governing Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. '

Consent to Jurisdiction

Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to the COMMISSION, SUBGRANTEE hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective authorized successors and assigns.

No Third-Party Beneficiaries

This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a PARTY.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

Legal Capacity

The signatories to this Agreement on behalf of the PARTIES represent that they have full capacity and authorization to sign this Agreement and bind their respective PARTY.

Electronic Documents

Any document generated by the PARTIES with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither PARTY will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

XV. Certification

This Agreement constitutes the entire understanding between the PARTIES with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the PARTIES.



2025-2026 SUBGRANTEE AGREEMENT SIGNATURE PAGE

Signature of Authorized Representative of Subgrantee		Date	
De'Carlon Seewood			
Printed Name			
City Manager			
Title			
City of Columbia, Missouri			
Subgrantee Legal Name			
	701 F. D		
	701 E. Broadway		
Address:	Columbia, MO 65201		
Phone:	573-874-2489		
E-Mail:	City@CoMo.gov		
Endoral	Award ID / Grant Number: 22CAE-MO-001		
Federal Award ID / Grant Number: 22CAE-MO-001 Date of Federal Award: April 29, 2025			
Brittany Crabtree		Date	
ServMO Executive Director Missouri Community Service Commission dba ServMO			
Missouri Department of Economic Development, State of Missouri			



Missouri Community Service Commission dba ServMO E-Verify Affidavit

I certify the following:

- 1. I am at least 18 years old.
- 2. I have authority to make the representations in this statement on behalf of the subgrantee named below ("Subgrantee").
- 3. Subgrantee understands that the receipt of funds from the State is covered by § 285.530 of the Revised Statutes of Missouri ("RSMo"), which requires, as a condition for the award of any grant in excess of \$5,000 by DED to a business subgrantee (as defined in § 285.525(1) RSMo), that the subgrantee provide a sworn affidavit regarding employment of unauthorized aliens (§ 285.525(10) RSMo) and participation in a federal work authorization program (§ 285.525(6) RSMo), which currently is the E-Verify program.
- 4. Subgrantee does not and will not knowingly employ an unauthorized alien in connection with the grant, and activities conducted under it, for the duration of the grant.
- 5. Subgrantee is enrolled in and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with activities to be conducted under the project for which the grant was made, for the duration of the project.
- 6. Subgrantee is providing a copy of its E-Verify Memorandum of Understanding with the U.S. Department of Homeland Security as an attachment to this Affidavit.

	De'Carlon Seewood	
Signature of Authorized Representative of Subgrantee	Type or Legibly Print Name of Authorized Representative of Subgrantee	
City Manager	City of Columbia, Missouri	
Type or Legibly Print Title of Authorized Representative of Subg	grantee Type or Legibly Print Subgrantee's Name	
State of		
County (or City) of) ss. 	
	[Name Of Subgrantee], proved to me through identification documents or on who signed this document in my presence, and acknowledged to me that such person	
[Affix Notary Seal]	Notary Public	