

## FUNDING AGREEMENT

THIS AGREEMENT, made and entered into, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and IN2ACTION a nonprofit corporation of the State of Missouri (hereinafter "Agency") with an effective date of the last party's execution of this Agreement.

WITNESSETH:

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 constituted a national emergency and the Governor of the State of Missouri declared a state of emergency in the State of Missouri;

WHEREAS, on March 16, 2020, the City Manager of Columbia, Missouri, issued a declaration of emergency and the City Council adopted Resolution 46-20 in support of the declaration of the state of emergency;

WHEREAS, On March 21, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund to provide support to state, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and its impacts on their communities, residents and businesses;

WHEREAS, Agency is in need of funds to construct its Project in Columbia, Missouri, and Agency will utilize its Project, after construction, to serve low income persons residing in Columbia, Missouri;

WHEREAS, the City identified Agency's Project and Services ("Project") as a community need;

WHEREAS, City has determined that the program, service or capital expenditure does not conflict with or contravene the statutory purpose of ARPA and that the program, service or capital expenditure does not include a term or condition that undermines efforts to stop the spread of COVID-19;

WHEREAS, Agency represent and warrant that Agency is equipped, competent, and able to provide all of the work for the Project in accordance with the terms of this Agreement; and

WHEREAS, City has determined that Agency's Project, as hereinafter described, will thereby address the public health and economic needs of those impacted by the pandemic within the City of Columbia city limits, as well as addressing longstanding health and economic disparities which amplified the impact of the pandemic in disproportionately impacted communities within Columbia, resulting in more severe pandemic impacts. City has further determined that the proposed Project is related and reasonably proportional to the public health or negative economic impact of COVID 19, and desires to use ARPA funding for the proposed Project and related services.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

### 1. Project Scope

The Scope of Agency's Project includes:

- a. Construction. Agency must use the funds for the construction of the Just One Respite House, a small group home for people with substance abuse disorders, located at 2501 Eastwood, within the city limits of Columbia, Missouri.
- b. Services. Once construction is complete, Agency must provide recovery support services including safe and drug free recovery housing, case management, referrals, peer coaching, and housing assistance services for a period of twenty years to City of Columbia residents with substance use disorders.
- c. The Accountability, Performance Measures and Evaluation Criteria for the Services is set forth in Exhibit A.

2. Legal Description of the Property

Agency shall construct its Project and provide services on property Agency owns located at:

Part of Lot Thirty (30) of Mark Todd's Subdivision located in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Five (5), Township Forty-eight (48) North, Range Twelve (12) West, Boone County, Missouri, being the West 75 feet of Lot One (1) of survey recorded in Book 279, Page 99, Records of Boone County, Missouri

With an address of 2501 Eastwood Drive, Columbia, Missouri.

3. Amount of Funding

- a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Agency FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$550,000.00) to construct the Project and to provide the related community services in Columbia, Missouri on the property legally described above; in accordance with items included in its application for ARPA funding submitted by the Agency.
- b. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with Section 603 of Title VI of the Social Security Act, the terms of this Agreement, or for uses prohibited by Section 603 of Title VI of the Social Security Act, prior to the Discharge Date.
- c. Failure of Agency to comply with all terms, conditions and requirements of the ARPA Program prior to the Discharge Date shall require repayment of funds to the City of Columbia upon demand.
- d. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this Agreement.
- e. Payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract may be terminated if funding becomes unavailable in whole or in part, and the City shall have no obligation to continue payment following written notification to Agency that such funds are no longer available for such purposes.

4. Long Term Loan and Services Covenant

- a. Term of Agreement and Term of Loan. The term of this Agreement and the loan is for a period of twenty (20) years. Upon the expiration of such term ("Discharge Date"), this Agreement shall terminate and the loan shall be automatically cancelled, discharged and deemed forgiven, provided that the City has not previously declared a default and demanded payment as provided herein or in the Promissory Note or Deed of Trust to be executed herewith.
- b. Services Covenant Period. The Project being financed has a services covenant period of not less than twenty years after the Project is available for occupancy after having received the city's investment. The start date of the services covenant may conform to the start date of other covenants on the same project that are required by another source of federal or state funding associated with the Project. The Services Covenant period shall be based on the date of Project completion and commencement of services.
- c. Loan modifications are permitted if the modifications do not result in repayment of all or substantially all funds to the City prior to the end of the Services Covenant period.

5. Levels of Accomplishment – Goals and Performance Measures; Timing on Use of Funds

The Agency must construct its Project over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of city funds within 90 days of the Effective Date.
- b. The Agency agrees to have 50% of city funds expended by December 31, 2024, unless such date is further extended in writing by the City Manager or designee. If the date is extended, Agency shall have fifty percent of the city funds expended by such further date as indicated in City's written extension.
- c. Agency agrees that all work shall be completed and funds expended prior to December 31, 2026.
- d. Should progress on the Project fall short of the above listed milestones, the amount of funding,

time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the City's designated Department Director and City Council, and be subject to termination without reimbursement of additional expenditures.

- e. The Agency's obligations shall not end until all close-out requirements are completed. Activities during the closeout 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 Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over city's funds, including program income.

6. Payments

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency for the Agency's costs of construction, design and inspection services, including all improvements to the real property, in Columbia, Missouri for which the City is being billed consistent with the Agency's approved Project Budget set forth in Exhibit B. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon (if applicable) and state prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.
- b. To the extent applicable to this Project, the Agency shall not obligate funds for payment for construction activities under this agreement until the Agency has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the Agency from the Department of Housing and Urban Development and/or the U.S. Treasury.
- c. Duplicate Sources Of Funding: Agency certifies that the expenditure of City ARPA funds is essential to the construction of the Project and the provision of the services covered by this Agreement. Agency is expected, to the greatest extent possible, to maximize funding from all other sources for the program and services covered under this agreement. Agency shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the program and services covered under this Agreement. Agency certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the services covered by this Agreement. City reserves the right, upon reasonable notice to Agency, to perform an audit of payments received and funds expended by Agency from all sources to verify compliance with this provision.

7. Matching Funds: No matching funds are required.

8. Recognition

The Agency shall ensure recognition of the role of the City's ARPA funds in providing services and funding through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Columbia, Missouri, by the U.S. Department of the Treasury."

9. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City, the U.S. Treasury, or the U.S. Department of Housing and Urban Development (if applicable), including, but not limited to, information specifically mentioned in this Agreement as required by the City, the U.S. Treasury, and/or the Department of Housing and Urban Development.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the ARPA Program.

- c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development or U.S. Treasury, concerning the following: demographics of each participant; the race, ethnicity, and household status of each participant. Information proving the income of each person participating in the services shall be provided to the City on an annual basis and shall be made available by the Agency to the City upon request.
- d. In addition to income information, the Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.
- e. **AUDIT:** Agency must maintain an acceptable cost accounting system. Agency agrees to provide the City, the U.S. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Agency which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Agency agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed. This clause shall survive termination of the Agreement.

10. Termination.

- a. **Termination for Cause.** In the event that Agency fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR § 200.339 through 200.343. Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following: (i) Reasonable description of the default/reason for termination; (ii) Demand for a cure; and (iii) Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than thirty, nor more than sixty, days. Such times shall be measured from the actual receipt of said notice. In the event of termination of this Agreement by the City, when termination is due to noncompliance as set forth above, Agency shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, Agency may also be required to refund all the funding awarded during the period of this Agreement that have already been spent by Agency and reimbursed by the City. If Agency cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.
- b. **Termination by Mutual Agreement.** The parties may agree to terminate this Agreement for their mutual convenience. The Parties will state the effective date of the termination and the procedures for proper closeout of the Agreement, which shall be documented in writing and signed by both parties.

11. U.S. Treasury's Encourages Strong Labor Standards in Construction

The U.S. Treasury encourages recipients to carry out projects in ways that produce high-quality work, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to use strong labor standards, including project labor agreements (PLAs) and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also recommends that recipients prioritize in their procurement decisions employers who can demonstrate that their workforce meets high safety and training standards (e.g., professional certification, licensure, and/or robust in-house training), that hire local workers and/or workers from historically underserved communities, and who directly employ their workforce or have policies and practices in place to ensure contractors and subcontractors meet high labor standards. Treasury further encourages recipients to prioritize employers (including contractors and subcontractors) without recent violations of federal and state labor and employment laws.

12. Workforce Plans and Practices

The U.S. Treasury will seek information from recipients on their workforce plans and practices related to capital expenditures undertaken under the public health and negative economic impacts eligible use category with SLFRF funds. This reporting will support transparency and competition by enhancing available information on the services being provided. Agency must comply and provide any requested information related to their workforce plans and practices related to the Project.

13. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Agency shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Agency 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that 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.

14. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Parties enter into a contract regarding the performance of experimental, developmental, or research work under that “funding agreement,” the Parties must comply with the requirements of 37 CFR Part 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.

15. Federal Environmental, Uniform Guidance and Other Generally Applicable Requirements

The Parties agree that the City may use ARPA funding for this loan. Agency shall comply with any and all requirements that apply to the use of federal funding, including but not limited to those set forth herein. Agency, in addition to other statutory and regulatory requirements and the grant assurances made in connection with the grant award, shall comply and require each of its contractors and subcontractors to comply with the terms and conditions of the federal financial assistance award including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in herein, all applicable Federal, State, territorial, and local laws, and in particular the following Federal laws (and regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance and other local law requirements, including but not limited to those set forth herein.

- a. All projects must comply with applicable federal, state, and local law. In the case of capital expenditures in particular, this includes environmental and permitting laws and regulations.
- b. Agency must comply with generally applicable federal environmental laws and regulations, including but not limited to: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c. The Agency agrees to comply with Federal Lead-Based Paint hazard control and worker protection requirements at 24 CFR Part 35 and 29 CFR 1926 (OSHA); and shall ensure compliance regulations promulgated by the Environmental Protection Agency concerning occupant and worker protection in renovation and remodeling activities. The Agency agrees not

to expend more than \$5,000 in federal funding assistance on any structure without prior authorization regarding lead hazard control activities from the City.

- d. Agency must be complete its Project in a manner that is technically sound, meaning that it must meet design and construction methods and use materials that are approved, codified, recognized, fall under standard or acceptable levels of practice, or otherwise are determined to be generally acceptable by the design and construction industry, and which conforms to all adopted codes.
- e. Agency must comply with the Uniform Guidance at 2 C.F.R. 200 as applicable to capital expenditures unless stated otherwise. Importantly, this includes 2 C.F.R. 200 Subpart D on post-federal award requirements, including property standards pertaining to insurance coverage, real property, and equipment; procurement standards; sub-recipient monitoring and management; and record retention and access. Per 2 CFR 200.101 (b)(2) of the Uniform Guidance, the terms and conditions of federal awards flow down to subawards to subrecipients. Therefore, non-federal entities, as defined in the Uniform Guidance, must comply with the applicable requirements in the Uniform Guidance regardless of whether the non-federal entity is a recipient or subrecipient of a federal award. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements.
- f. Applicable Definitions. For purposes of this Agreement, several definitions from the Uniform Guidance at 2 C.F.R. 200.1, including definitions for capital expenditures, capital assets, equipment, and supplies are hereby adopted.
- g. Agency must not use funds for contributions to rainy day funds, financial reserves, or similar funds; payment of interest or principal on outstanding debt instruments; fees or issuance costs associated with the issuance of new debt; and satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding.
- h. Agency must not use funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19, or for any purpose deemed ineligible by the U.S. Treasury or the City. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of funds.
- i. Agency must not use funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Agency understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded. Said policies and procedures must comply with the federal requirements and any further guidance by the U.S. Treasury on the types of activities or conflicts that the policies and procedures must cover. Agency must disclose in writing to Treasury or the City of Columbia, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- j. Agency must use funds prospectively.
- k. If a Single Audit is required, Agency must submit the Single Audit Report according to 2 CFR Section 200.512. Agency must return to City any funds disallowed in an audit related to the funding provided in this Agreement. Agency shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this Agreement. Agency shall return to the City any funds disallowed within ninety days of notification by the City to return such funds.
- l. Agency shall notify City in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

- m. Agency shall notify City in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by Agency to disclose such violations may result in the City taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- n. While federal funding is being used for this Agreement, the United States government expressly disclaims any and all responsibility or liability to the City, Agency or third persons for the actions of City of Columbia, Agency, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- o. Agency must comply with Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- p. Agency shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended.
- q. Agency must comply with local, state, and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18), or any other legally protected category. Agency must comply with statutes prohibiting discrimination including, without limitation, the following:
  - i. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto
  - ii. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - iii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
  - iv. Agency must also take reasonable steps to provide, in languages other than English, information regarding programs subject to Title VI.
  - v. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - vi. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
  - vii. Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28.
  - viii. Equal Pay Act of 1963 (PL. 88 -38, as amended, 29 U.S.C. § 206 (d)); and
  - ix. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

16. Program Income.

Per 2 CFR 200.307, the U.S. Treasury specified that recipients may add program income to the Federal award. Any program income generated from the use of the funds must be used for the purposes and under the conditions of the Federal award. Program income includes, but is not limited to, income from fees for

services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1. The program income requirements of 2 CFR 200.307 do not apply if the City's funding for this Agreement is under the revenue loss eligible use category.

17. False Statements: Agency 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.
18. Remedial Actions: City reserves the right to impose additional conditions or requirements on Agency's receipt of these funds under this agreement, as the City deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the City by Treasury for the City's receipt of ARPA funds. The City also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the City, for reasons relating to Agency's acts or omissions respecting this Agreement. These reservations are expressed without limitation to any other rights the City may hold, either to impose additional conditions or requirements on Agency's receipt of funds under this Agreement or to recoup such funds in whole or in part, under this Agreement or other applicable law.
19. Debts Owed City and Federal Government

Any funds paid to Agency (1) in excess of the amount to which Agency is finally determined to be authorized to retain under the terms of this Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Agency shall constitute a debt owed by the City to the federal government. In such instance, the funds constituting the City's debt to the federal government shall also constitute Agency's debt to the City. Debts owed by Agency to the City must be paid promptly by Agency. A debt owed the City by Agency under this Agreement is delinquent if it has not been paid by the date specified in the City's initial demand for payment, unless other satisfactory arrangements have been made or if Agency knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found above. The rights of the City as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the City may have under applicable law to collect a debt or seek damages from Agency.
20. Americans with Disabilities Act, Architectural Barriers Act and Building Codes.

The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act, the Architectural Barriers Act, and the regulations implementing the Acts, including, but not limited to those regulations governing employment practices. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia. If this Agreement involves providing services directly to the public, Agency shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Agreement involves the funding of construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act.
21. Uniform Relocation Act

Agency must comply with the requirements of the Uniform Relocation Act (URA) and implementing regulations.
22. Certification Of Agency Regarding Debarment

Agency certifies that neither it nor its principals are presently debarred or suspended by any Federal



department or agency from participation in this transaction. Agency, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Agency will accomplish this by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Agency Regarding Debarment above; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the U.S. Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered into the covered transaction, the U.S. Treasury may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### 23. Certification Regarding Lobbying

Agency must comply with the New Restrictions on Lobbying, 31 C.F.R. Part 21. Agency certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an 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.
- b. 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, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 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. 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.

### 24. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Agency 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.

### 25. Reducing Text Messaging While Driving

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

### 26. Procurement Of Recovered Materials

Agency must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

27. 2 CFR Section 200.216 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

Agency shall not procure any equipment, services or systems that use any prohibited, covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system pursuant to Section 200.216, of Title 2, Subtitle A, Chapter II, Part 200, Subpart C.

28. Agency's Certification Regarding Environmental Tobacco Smoke

Agency certifies that it will comply with the requirements of The Pro-Children Act of 1994 (Public Law 103-227, 20 U.S.C. 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$ 1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Agency agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

29. Compliance with Laws

Agency shall comply with all applicable laws, ordinances, codes, and regulations of the United States, State of Missouri, and the City of Columbia, including but not limited to Section 285.530 RSMo and those laws, rules, regulations and guidance that are applicable due to the source of funding.

30. Section 285.530 RSMo:

To the extent applicable pursuant to Section 285.530 RSMo, Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Agency shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Agency shall require each subcontractor to affirmatively state in its Agreement with Agency that the sub-Agency shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall also require each sub-Agency to provide Agency with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-Agency's employees are lawfully present in the United States.

31. Missouri Sunshine Law:

City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Agency shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.

32. Discrimination Prohibited

Agency agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable federal, state, and local laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing), or any other legally protected category.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services and employment practices, if the Agency represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Agency agrees that, in connection with the provision of services and employment practices, it will not:

- a. discriminate against any employee or applicant for employment on the basis of religion or religious beliefs or employ or give preference in employment to persons on the basis of religion or religious beliefs;
- b. discriminate against any persons seeking services on the basis of religion or religious beliefs or limit such services or give preference to persons on the basis of religion or religious beliefs; and
- c. provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services under this agreement.

33. Section 34.600 RSMo Compliance:

If applicable pursuant to Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Agency hereby certifies that Agency is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

34. Section 200.322 Domestic Preferences For Procurements; and the Build America, Buy America Act

To the greatest extent consistent with law, Agency shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel cement, and other manufactured products). The requirements of this section 200.322 and the Build America, Buy America Act must be included in all subcontracts and purchase orders for work or products under this award, as those terms are defined in Section 200.322 of Title 2, Subtitle A, Chapter II, Part 200 Subpart D, and in the Build America, Buy America Act

35. Never Contract with the Enemy

Agency shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.

36. Whistleblower

Agency shall comply with the Whistleblower protections, provided in federal law and regulations. Agency shall comply with the provisions of 41 U.S.C. 4712 that states an employee of contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. Agency's employees are encouraged to report fraud, waste, and abuse. Agency shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce. Agency shall include this requirement in any agreement made with a subcontractor or subgrantee.

37. Compliance

Upon finding that the Agency materially fails to comply with any term of this Agreement, subject to the

provisions of Paragraph 8, the City may require that any ARPA funds on hand at the time of such funding shall be transferred to the City of Columbia and future assistance may be denied.

38. Federal Funding Accountability and Transparency Act of 2006

Agency shall provide City with all information requested by City to enable City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

39. Religious Activities

No part of these funds may be used to support inherently religious activities such as worship or religious instruction. Any such activities must be offered separately than activities or facilities funded by the City or the federal government in time or location. Agency shall serve all eligible beneficiaries without regard to religion in the application and use of the City or federal funds.

40. General Independent Contractor Clause

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that Agency will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Agency will retain sole and absolute discretion in the judgment of the manner and means of carrying out Agency's activities and responsibilities hereunder. Agency agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Agency and City, and City will not be liable for any obligation incurred by Agency, including but not limited to unpaid minimum wages and/or overtime premiums.

41. Insurance

Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI. With the City's Risk Manager's written approval, coverage may be provided through a self-insurance program.

- a. Workers' Compensation & Employers Liability. Agency shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Builders Risk. Agency, prior to notice to proceed or commencement of work, whichever occurs first, agrees to maintain an Builder's Risk coverage form providing coverage to protect the interests of the federal government, City, Agency, contractors, sub-contractors, architects, and engineers, including minimum coverage of \$500,000 for property in transit and property on or off-premises, which shall become part of the building, or Project. Builders Risk coverage shall be written on a All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Agency agrees to maintain wind, earthquake or flood coverage with no more than a \$25,000 flat-rate deductible. Higher deductibles must be authorized by the City.

- Agency agrees to endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by Agency.
- d. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit of \$1,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Agency may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City and the U.S. Treasury as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
  - f. The City of Columbia, the U.S. Treasury, and their elected officials and employees are to be Additional Insured with respect to the services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City or U.S. Treasury does not assume any liability for acts of Agency and/or Agency's employees and/or Agency's subcontractors in the performance of this Agreement.

#### 42. HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, Agency shall indemnify and hold harmless the U.S. Treasury, the City of Columbia, their directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Agency, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Agency or a subcontractor for part of the services), of anyone directly or indirectly employed by Agency or by any subcontractor, or of anyone for whose acts the Agency or its subcontractor may be liable, in connection with the construction work and the provision of the services. This provision does not, however, require Agency to indemnify, hold harmless, or defend the U.S. Treasury or the City of Columbia from their own negligence. This clause shall survive termination of the Agreement.

#### 43. Certification/Licensing

Agency agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.

#### 44. Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or

representative of the applicable Party or Parties.

45. Subcontracts

No services contained herein shall be subcontracted, by the Agency to any persons or entities without the prior written approval of the City. Any subcontractor shall be subject to all conditions and requirements of this Agreement.

46. No Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

47. No Third-Party Beneficiary

No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

48. Agency's Additional Representations and Warranties

Agency represents and warrants as follows.

- a. Agency is a nonprofit corporation of the State of Missouri in good standing.
- b. Agency has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- c. Agency has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement.
- d. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Agency with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Agency or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Agency is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing.
- e. Agency has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- f. To Agency's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect Agency's ability to perform its obligations under this Agreement.
- g. This Agreement is a legal, valid and binding obligation of Agency enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.
- h. Agency further certifies that it will not use the funding provided for a program, service or capital expenditure that conflicts with or contravenes the statutory purpose of ARPA, including a program, service or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. Agency will endeavor to include ventilation improvements in congregate settings, health care settings, or other key locations; and to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing.
- i. Agency further certifies that it will not use the funding provided in violation of the conflict-of-

interest requirements contained in the federal Award Terms and Conditions, including any self-dealing or violation of ethics rules.

49. Governing Law and Venue

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

50. No Waiver Of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

51. Inspection By State And Federal Representatives

The authorized representatives and agents of the City of Columbia, State of Missouri and the United States shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

52. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

53. Interpretation

In this Agreement, unless the context otherwise reasonably requires:

- a. Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
- b. Words importing the singular may include the plural and vice versa, as reasonably required by the context;
- c. References to any document include references to such document as amended, novated, supplemented, varied or replaced from time to time;
- d. References to a statute, regulation, federal notice or executive order means such statute, regulation, federal notice or executive order as amended from time to time;
- e. References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns; and
- f. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

54. Reversion of Assets

Upon expiration of this agreement, the Agency must transfer to the City any ARPA funds on hand at the time of expiration and any accounts receivable attributable to the use of ARPA funds.

55. Contract Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Accountability, Performance Measures and Evaluation Criteria
B	Approved Project Budget

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

56. Notice To Transferees

If the Agency sells, transfers, exchanges or encumbers the property at any time after the initial date of ARPA or city expenditures on the property described in the Agreement, and prior to the Discharge Date, Agency shall notify City in writing thirty (30) days prior to closing and the Agency shall notify in writing and obtain the agreement of any buyer, successor, transferee or lender, or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Agency agrees that the City may void any sale, transfer, exchange or encumbrance of the Property prior to the Discharge Date if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

{Signatures on following page}



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last written below.

IN2ACTION, a nonprofit corporation

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_

De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

*JKS*

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11008500-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_

Matthew Lue, Finance Director

Exhibit A

Approved Project Budget

Consult the City Finance Department’s Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

Is a Local Match Required? No

If Yes, the amount of local match is \$ \_\_\_\_\_

<b>REVENUES</b>		<b>Total Revenue</b>	
City of Columbia Coronavirus State and Local Fiscal Recovery Funds Awarded		\$	550,000
<b>Budget Cost Categories</b>		<b>Total Expenditures</b>	<b>Additional Description</b>
1. Personnel (Salary and Wages) and Fringe	\$		
2. Travel	\$		
3. Equipment	\$		
4. Supplies	\$		
5. Contracted Services and Other Compensation	\$	\$550,000	Costs include mitigation of any hazardous materials, complete renovation including electrical and plumbing, adding an additional 2300 sq/ft (approx.) to the existing 960 sq/ft home, utilizing “custom” grade, heavy duty materials.
6. Other Direct	\$		
7. <i>Add additional cost items as needed</i>			
8. Total Direct Costs (add lines 1-7)	\$	\$550,000	
9. Total Indirect Costs			
Rate %: Base*:	\$		
10. Total Costs Federal Grant Funds (Lines 8 and 9) <b><u>MUST EQUAL REVENUE TOTALS ABOVE</u></b>	\$	\$550,000	

\* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

## Exhibit B

### Accountability, Performance Measures and Evaluation Criteria

#### **Project and Approved Activities**

The goals of CEP are to: 1) Achieve a safer community by enhancing and expanding access to evidence-based programs for justice involved persons and those at risk, to reduce crime, violence, and recidivism and increase employment rates; and 2) Anchor evidence-based programs into existing continuum of care through purchase, building, and renovations required for The Reentry Opportunity Center, The LIFT Program, and Just One Respite Care to expand and streamline services for justice involved persons.

**Objective 1:** Renovate and expand the Just One respite care house located at 2501 Eastwood.

- Activity 1: Evaluate the existing infrastructure and layout of the Just One respite care house at 2501 Eastwood to identify areas requiring renovation and expansion to meet the needs of respite and comply with regulatory standards.
- Activity 2: Create a detailed plan outlining the scope of renovations and expansions needed, including structural modifications, interior design changes, and additional amenities, based on the assessment findings and respite requirements.
- Activity 3: Solicit/award bid(s), secure permits, hire contractors and skilled laborers, and oversee the renovation and expansion process to ensure the completion of construction activities within the specified timeline and budget while maintaining quality and safety standards.
- Method of Measurement: Tracking the completion of milestones within each activity, assessing adherence to established timelines and budgets, and evaluating the effectiveness of renovation plans.