

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
MCCLURE ENGINEERING CO.

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **MCCLURE ENGINEERING CO.** (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH, that whereas City intends to make improvements as described below, hereinafter called the Project, consisting of the following:

Coordinate, develop and produce detailed construction drawings, details and specifications for the development and construction of the North Village Park project located at 210 Orr Street, Columbia, Missouri.

(Description of Project)

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

Engineer shall serve as City's professional engineering, surveying or architecture contractor in those assignments to which this Agreement applies, and shall give consultation and advice to City during the performance of the services. All services shall be performed under the direction of a professional engineer, professional land surveyor or architect registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Work," dated **June 4, 2025** (hereinafter referred to as "Scope of Basic Services").

2.1.2 Engineer will designate the following listed individuals as its project team with responsibilities as assigned. Engineer shall dedicate whatever additional resources are necessary to accomplish the Project within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of Engineer without the written approval of City.

<u>Name and Title</u>	<u>Assignment</u>
Ryan Fuller	Team Leader, Engineer
Aaron Gwinnup	Team Leader, Engineer
Parker Just	Sr. Project Manager, Civil Engineer
Jopseph Tuey	Project Manager
Joy Rhea	Project Manager
Anthony DePriest	Landscape Architect
Ava Morrisy	Landscape Architect

All of the services required hereunder will be performed by Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records (electronic or otherwise) must be available to City, the State of Missouri Department of Economic Development (DED), the Missouri Auditor, the U.S. Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, or their authorized representatives, for audit purposes, and must be retained for five (5) years after the date of the DED's closeout of the Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334. Engineer must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records. This clause shall survive termination of the Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by City, and agreed to in writing by Engineer, Engineer shall furnish or obtain from others Additional Services of the following types

which are not considered normal or customary Basic Services. The scope of Additional Services may include:

- 3.1.1 Financial Consultation
Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.
- 3.1.2 Property Procurement Assistance
Provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 3.1.3 Obtaining Services of Others
Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to City's requirements for the Project.
- 4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Engineer's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.

4.6 Designate **Mitch Dooley, Park Services Manager**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish Engineer data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Engineer may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by City subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **180** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, City agrees to pay Engineer the sum of **\$178,504.00**, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement.

6.1.1.2 It is expressly understood that in no event will the total amount paid to Engineer under the terms of this Agreement, or any amendment thereto, exceed the sum set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

6.2 Payments

6.2.1 It is expressly understood that in no event will the total amount paid to Engineer under the terms of this Agreement, or any amendment thereto, exceed the sum set forth in paragraph 6.1.1 unless otherwise agreed to in writing between the parties in advance of the provision of such services.

SECTION 7 – GRANT FUNDING REQUIREMENTS

7.1 Missouri Department of Economic Development Community Revitalization Grant

Engineer acknowledges state and/or federal grant funds are being used for this Project. Engineer agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth in the Requests for Qualifications and in the Grant Agreement in Exhibit C attached hereto (collectively “Grant Requirements”). Engineer shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

Engineer must comply with all terms and conditions related to the City’s use of grant funds. Engineer shall comply with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of the Grant Agreement, and with the provisions in sections 13.1 and 13.2 of the Grant Agreement by other parties in any agreements it enters into with other parties relating to the Grant Funding.

7.2 CERTIFICATION REGARDING LOBBYING: Engineer certifies, to the best of its knowledge and belief, that:

7.2.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, 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.

7.2.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

7.2.3 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.

7.2.4 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.

7.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: Engineer certifies to the best of its knowledge and belief, that it and its principals:

7.3.1 Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

7.3.2 Have not within a three year period preceeding this Agreement or its proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated above; and

7.3.4 Have not within a three year period preceding this application/proposal had on or more public transactions (federal, state or local) terminated for cause or default.

7.4 Additional Federal Funding Requirements
Engineer agrees to comply with the following federal funding requirements:

7.4.1 Statutes prohibiting discrimination including, without limitation, the following:

- a. 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. The contractors,

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

- b. 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;
- c. 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;
- d. 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
- e. 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; and
- f. 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.

7.4.2 Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7.4.3 New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.4.4 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

7.4.5 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 –If this Agreement is in excess of \$150,000, the Engineer shall to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental

Protection Agency (EPA).

7.4.6 Publications. Any publications produced with funds from this award must 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 by the U.S. Department of the Treasury."

7.4.7 The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of City of Columbia, Engineer, 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.

7.4.8 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), City of Columbia encourages Engineer to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7.4.9 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City of Columbia encourages Engineer to adopt and enforce policies that ban text messaging while driving, and Engineer should establish workplace safety policies to decrease accidents caused by distracted drivers.

7.4.10 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, Engineer 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 contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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.

7.4.11 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.

7.4.12 § 200.323 Procurement of recovered materials. Engineer 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.

7.4.13 § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment. Engineer shall comply with the restrictions set forth in Section 200.216

7.4.14 § 200.322. Domestic preferences for procurements and the Build America, Buy America Act. Engineer shall, as appropriate and to the extent consistent with law, purchase, acquire or use 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 must be included in all subawards including all contracts, subcontracts and purchase orders for work or products under this award.

7.5 Required Provisions Deemed Inserted

Each and every provision of law and clause required by law or the grant agreement 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.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Insurance

Engineer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this contract.

Commercial General Liability Engineer agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and \$3,000,000 aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

Business Automobile Liability Engineer agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Engineer's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Engineer does not own automobiles, Engineer 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.

Workers' Compensation Insurance & Employers' Liability Engineer agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Engineer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Engineer. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the Engineer shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured Engineer agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of

Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

8.2 **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Engineer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Engineer or a subcontractor for part of the services), of anyone directly or indirectly employed by Engineer or by any subcontractor, or of anyone for whose acts Engineer or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Engineer to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

8.3 Professional Responsibility

8.3.1 Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

8.3.2 Engineer will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions which are caused by Engineer's failure to comply with above standard, and which are reported to Engineer within one year from the completion of Engineer's services for the Project.

8.3.3 In addition, Engineer will be responsible to City for damages caused by its negligent conduct during its activities at the Project site or in the field.

8.3.4 Professional Oversight Indemnification

Engineer understands and agrees that City has contracted with Engineer based upon Engineer's representations that Engineer is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Engineer agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Engineer. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

8.4 Estimates and Projections

Estimates and projections prepared by Engineer relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment as a design professional. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Engineer.

8.5 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

8.6 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

8.7 Suspension of Services

Should City fail to fulfill its responsibilities as provided under Section 4 to the extent that Engineer is unduly hindered in Engineer's services or if City fails to make any payment to Engineer on account of its services and expenses within ninety (90) days after receipt of Engineer's bill therefor, Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied his obligations under this Agreement.

8.8 Termination

Services may be terminated by the City at any time and for any reason, and by Engineer in the event of substantial failure to perform in accordance with the terms hereof by City through no fault of Engineer, by ten (10) days' notice. If so terminated, City shall pay Engineer all uncontested amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

In the event of City's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of City become its property.

Further, Engineer shall not be relieved of any liability to City for any damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments due Engineer for the purpose of set-off until such time as the exact amount of damages to City, if any, is determined.

8.9 Publications

Recognizing the importance of professional development on the part of Engineer's employees and the importance of Engineer's public relations, Engineer may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Engineer's services for the Project. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Engineer. City may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Engineer's activities pertaining to any such publication shall be paid entirely by Engineer.

8.10 Nondiscrimination

During the performance of this Agreement, Engineer agrees to the following:

8.10.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity, or other legally protected category. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color,

religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

8.10.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

8.10.3 Engineer shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil Rights Act of 1964.

8.11 Successor and Assigns

City and Engineer each binds themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

8.12 Rights and Benefits

Engineer's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

8.13 Compliance with Local Laws

Engineer shall comply with all applicable laws, ordinances and codes of the state and city.

8.14 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, 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 Agreement, shall be 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 and waive any defense of forum non conveniens.

8.15 Employment of Unauthorized Aliens Prohibited

Engineer 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, Engineer 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. Engineer 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.

Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

8.16 Missouri Anti-Discrimination Against Israel Act

To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, 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. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

8.17 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.

8.18 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

8.19 Agreement Documents

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

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work

B Work Authorization Affidavit
C Grant Agreement

In the event of a conflict between the terms and conditions of this Agreement and any exhibit hereto, the terms contained in this Agreement shall prevail and the terms contained in any exhibit shall subsequently prevail in the following order: C, A, B. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and grant requirements.

8.20 Entire Agreement

This Agreement represents the entire and integrated Agreement between Engineer and City relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Engineer's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager



Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008850-604990-00833**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Mathew Lue, Director of Finance

MCCLURE ENGINEERING CO.

By: Mark Fuller _____

Date: 7/1/2025 _____

ATTEST:

By: Leah Beth Johnson
Name: Leah Beth Johnson

Exhibit A
Scope of Work



June 4, 2025

VIA E-MAIL

Mr. Cale Turner
City of Columbia, MO
701 E Broadway
Columbia, MO 65205

**Re: RFQUAL 53/2025 North Village Park
Proposal for Professional Services**

Mr. Turner:

Thank you for considering McClure (MEC) to provide professional services in conjunction with the North Village Park development, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$178,504, including the cost of reimbursable expenses.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1 ½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

City of Columbia agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that MEC will be given timely access to the project site, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for City of Columbia and MEC. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

McClure
Ryan Fuller, P.E.
2001 W. Broadway
Columbia, Missouri 65203
Phone: (573) 234-2607
E-mail: RFuller@McClureVision.com

City of Columbia
Mr. Cale Turner
701 E Broadway
Columbia, MO 65205
E-mail: Cale.Turner@como.gov

Mr. Cale Turner
June 4, 2025
Page 2

This agreement represents the entire understanding between us in respect to this project. If the enclosed information satisfactorily set forth your understanding of this agreement, please sign in the space below and return to us to begin the project.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

MCCLURE

By:  _____
Ryan Fuller, P.E.
Team Leader

Accepted by

City of Columbia

By: _____

Accepted this ____ day of _____, 2025

Title: _____

Mr. Cale Turner
June 4, 2025
Page 3

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated June 4, 2025, by and between City of Columbia and McClure, in respect to the North Village Park development, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, MEC will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of MEC's work and MEC assumes no responsibility to perform any services not specifically listed. A detailed work breakdown structure is provided attached as Exhibit A.

INITIAL PLANNING PHASE

\$12,253

The internal planning phase will include reviewing project requirements, goals, program, and budget as well as further clarifying and identifying project scale and relationship to surrounding projects, improvements, and infrastructure. This phase includes:

- MEC will review the final survey and City approved masterplan to understand impact and relationship to the North Village Park project scope.
- MEC will coordinate with the City's team to discuss potential improvement materials and initial product selections and options
- MEC will coordinate with the City's team to identify initial base bid and alternate items to be broken out in the first cost estimate.

- Initial Planning Phase includes the following Owner meetings:
 - a) Project kickoff meeting
 - b) One project coordination meeting for preliminary material selection and establishing initial base bid and project alternates

30% CONSTRUCTION DOCUMENTS

\$34,160

30% Construction Documents phase scope includes reviewing the Owner provided survey, compiling project products and materials, further clarifying and identifying project scale and relationship to surrounding infrastructure, and beginning development of construction drawings. This phase includes:

- MEC and Custom Engineering will begin coordination with Columbia Water & Light and any necessary 3rd party utility providers for utility relocation scope.
- MEC will prepare 30% Construction Documents for the project which are anticipated to include...
 - 2D layout of streetscape and site improvements
 - Conceptual grading plan
 - Stormwater improvements and facilities
 - Site utility plan
 - Conceptual site lighting plan
 - Specification table of contents
 - Cost Estimate with Alternates

- 30% Construction Document Phase includes the following Owner meetings:
 - a) Project kickoff meeting & initial material selection
 - b) One Project Coordination Meeting
 - c) 30% CD Review Meeting

60% CONSTRUCTION DOCUMENTS

\$43,098

60% Construction Documents phase scope includes incorporating City input from 30% CD review, gathering additional information on selected materials and products, review of project scope in relation to site remediation reports and restrictions, review of construction implementation, and further refinement of the construction documents. This phase includes:

- Coordination with Columbia Water & Light and 3rd party utility providers to identify Owner scope and utility scope of relocations
- Final material & product selection for improvements
- Preparation of 60% Construction Documents for the project which are anticipated to include...
 - Cover Sheet
 - Project overview with alternates noted
 - Demolition Plan
 - Streetscape improvements plan
 - Site improvements plan(s)
 - Detailed grading plan
 - Landscape Plan
 - Site Utility Plan
 - Plan & Profile sheets for gravity utilities
 - Utility Relocation Plan
 - Site Lighting Plan (with photometrics and code analysis)
 - Stormwater management plan
 - Traffic Control Plan(s)
 - Construction Details
 - Draft Technical Specifications
 - Cost Estimate
- 60% Construction Document Phase includes the following Owner meetings:
 - a) One Project Coordination Meeting
 - b) 60% CD Review Meeting

90% CONSTRUCTION DOCUMENTS

\$49,603

90% Construction Documents phase scope includes incorporating City input from 60% CD review, detailed review of the 60% cost estimate and changes to project base bid and alternates, final coordination with utility providers and full development of the construction documents. This phase includes:

- Detailed plans showing owner and utility provider responsibilities
- Preparation of applications for City permits

- Preparation of stormwater memo for land disturbance permit (it is anticipated we are reducing impervious surface and no stormwater facilities will be required beyond the facilities elected during previous project phases)
- Preparation of fully detailed, 90% Construction Documents for the project which are anticipated to include...
 - Cover Sheet
 - Project overview with alternates noted
 - Demolition Plan
 - Streetscape improvements plan
 - Site improvements plan(s)
 - Detailed grading plan
 - Landscape Plan
 - Site Utility Plan
 - Plan & Profile sheets for gravity utilities
 - Utility Relocation Plan
 - Site Lighting Plan (with photometrics and code analysis)
 - Stormwater management plan
 - Traffic Control Plan(s)
 - Construction Details
 - Draft Technical Specifications
 - Cost Estimate
- 90% Construction Document Phase includes the following Owner meetings:
 - a) One Project Coordination Meeting
 - b) 90% CD Review Meeting

100% BID DOCUMENTS

\$17,940

Bid Document phase scope includes incorporating final City input and permit document review comments from 90% CD review, detailed review of the 90% cost estimate and changes to project base bid and alternates (if necessary), finalizing of bid plans & specification, and supporting City Purchasing in preparation of the project manual. This phase includes:

- Bid ready plans and specifications
- Complete project manual
- Bid documents to include fully engineered plans with anticipated plan sheets as outlined in the 90% construction document phase, complete technical specifications, and project manual.
- Bid document phase is not anticipated to include formal meetings with City staff, but does include coordination meeting with City team and City Purchasing in preparation of project manual.

BID PHASE SERVICES

\$8,600

Bid phase services will support the City's team in advertising and securing contractor bids. This phase includes:

- Reviewing and responding to Contractor RFIs
- Issuing project Addenda as necessary
- Review of contractor bids and preparation of a bid award recommendation letter

CONSTRUCTION ADMINISTRATION SERVICES

\$12,850

Construction administration services shall include supporting the City's construction management team from Notice to Proceed thru project closeout. This phase includes:

- Six (6) site visits during construction for recurring progress meetings or at critical milestones in construction.
 - All site visits will include a field report
- Review of contractor submittals
- Responding to Contractor RFIs as needed
- Preparing and issuing Engineer's Supplemental Instructions (ESI) as needed for revisions during construction.
- One (1) additional visit for a project punchlist, including punchlist report.

ADDITIONAL SERVICES

Items not outlined in the Scope of Basic Services will be considered additional services if requested by the Owner. Potential additional services not included in this proposal are community outreach meetings, rezoning requests, survey services, separate easement description preparation, ALTA survey, traffic study, City submittal fees, environmental studies, sewer or water demand studies, arc flash calculations or studies, geotechnical investigation, floodplain studies, no-rise certifications, construction staking, or any other item not specified in the scope of services.

If agreed to by the Client and MEC, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to the payment for Basic Services, in accordance with MEC's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed above by the Client and MEC.

Exhibit B
Work Authorization Affidavit

NOTICE TO VENDORS
Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall 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 any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. *Information regarding E-Verify is available at:*
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McClure Engineering Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer	
McClure Engineering Company	
Name (Please Type or Print) Amie E Stewart	Title
Signature Electronically Signed	Date 11/20/2009
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/20/2009

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IA	8
KS	1
MO	4
NH	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jessica Callahan
 Phone Number 5153109059
 Fax
 Email icallahan@mcclurevision.com



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McClure Engineering Company
Company Facility Address	1360 NW 121st Clive, IA 50325
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	420982931
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	14 site(s)

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

County of Boone)
State of Missouri) ss.
)

My name is Ryan Fuller. I am an authorized agent of McClure Engineering Co. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Ryan Fuller
Affiant

Ryan Fuller
Printed Name

Subscribed and sworn to before me this 1st day of July, 2025

[Signature]
Notary Public

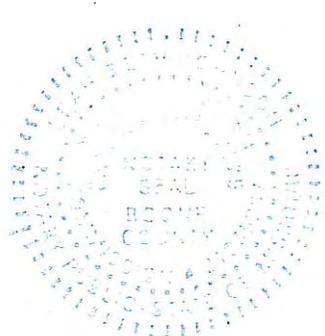


Exhibit C
Grant Agreement

GRANT AGREEMENT**Missouri ARPA Community Revitalization Grant Program**

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT*	PROJECT NAME
City of Columbia, MO	Orr Street Park Capital Improvement Project
STATE OF ORGANIZATION	TYPE OF ENTITY
MO	Missouri municipality
EIN	SAM.GOV UNIQUE ENTITY IDENTIFIER
436000810	WZR4KM9CBTV3
FEDERAL AWARD ID NUMBER	CFDA NUMBER AND NAME1111
SLFRP4542	21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM SUBAWARD*	COST SHARING RATIO*
\$1,250,000	1:1 (Program Funds:Local Match)
	MO CONTRACT NUMBER
	34160889
DATE OF AWARD*	PERIOD OF PERFORMANCE*
March 22, 2023	March 3, 2021 through September 30, 2026
NOTICE TO SUBRECIPIENT*	NOTICE TO DED*
Attn: De'Carlton E. Seewood Title: City Manager Street: 701 E. Broadway City, MO Zip: Columbia, MO 65201 Phone: 1-573-874-2489 Email: decarlton.seewood@como.gov	Department of Economic Development Attn: Bradley Clark Senior Grant Success Manager Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") ([42 U.S.C. § 802](#)), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19."
- 2.2. The SFRF is further implemented by Treasury through regulations ([31 CFR part 35](#)) and other guidance.
- 2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations).
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$100,000,000 in SFRF funds to DED for community development and revitalization for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.065, 2022).
- 2.6. DED established the Missouri ARPA Community Revitalization Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for investments in communities in the State.
- 2.7. DED issued guidelines for the Program, and issued an updated version of the guidelines (September 28, 2022) when DED began accepting applications for the Program.
- 2.8. From September 28 to November 30, 2022, DED accepted applications from interested applicants.
- 2.9. DED issued Frequently Asked Questions for the Program on November 16, 2022 ("Program FAQs").
- 2.10. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").
- 2.11. Subrecipient submitted an application for a community revitalization project, and DED approved the project for funding.
- 2.12. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, and as follows:

- (a) "Administrative FAQs" means the document that can be accessed from the DED ARPA webpage, specifically at <https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>, as may be amended from time to time, which is incorporated by reference as if fully set forth herein.
- (b) "Allowable Costs" has the meaning set forth in section 6 of this Agreement.
- (c) "Cost Sharing Ratio" means the amount of Local Match that Subrecipient must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match. For this Subaward, the Cost Sharing Ratio is set forth in section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Subaward Amount or Subrecipient's Local Match obligation.
- (d) "Local Match" is the amount of funds for the Project that are not Program Funds, as set forth in Subrecipient's Application, which may be modified by Subrecipient's Final Project Budget, which is in Exhibit 4 to this Agreement.
- (e) "Program FAQs" means the document attached as Exhibit 3 to this Agreement, and described in section 2.9 of this Agreement.
- (f) "Program Funds" means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement. Program Funds consist of SFRF funds, pursuant to the Treasury-State Grant Agreement.
- (g) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Program Guidelines, Community Revitalization Grant Program".
- (h) "Project" means the community revitalization project as set forth in Subrecipient's Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.
- (i) "Project Cost" has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.
- (j) "Request for Payment" means any DED form, whether paper or electronic, by which Subrecipient requests payment from the State/DED from Program Funds by providing required information and supporting documentation.
- (k) "RSMo" means the Revised Statutes of Missouri.
- (l) "Subaward" has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.
- (m) "Subrecipient" means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.

- (n) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name specified in section 1 of this Agreement.
- (o) "Total Budgeted Amount" means the sum of the Maximum Subaward and the Local Match. The Total Budgeted Amount is a forward-looking amount, and may be a different amount than Project Cost, which is based on actual costs incurred for the Project.
- (p) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.
- (q) "Treasury-State Grant Agreement" means the SFRF grant agreement described in section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,
- (r) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (s) "Uniform Guidance" means [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

4. THE CONTRACT DOCUMENTS

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:
 - (a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); the Program FAQs (Exhibit 3); Administrative FAQs (<https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>), and Subrecipient's Final Project Budget (Exhibit 4); and
 - (b) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. SUBRECIPIENT'S OBLIGATIONS

- 5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:
 - (a) [42 U.S.C. § 802](#) (codification of SFRF from ARPA);
 - (b) Treasury SFRF regulations at [31 CFR part 35](#);

- (c) Supplementary Information to the SFRF Final Rule, [87 F.R. 4338-4446](#);
 - (d) Treasury SFRF guidance documents:
 - i. "[Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds](#)", Version 5.0 issued by Treasury on September 20, 2022, as may be amended from time to time;
 - ii. "[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)", most recently updated on July 27, 2022, as may be amended from time to time;
 - iii. "[Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds](#)", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and
 - iv. Any other guidance issued by Treasury regarding the SFRF.
 - (e) The Treasury-State Grant Agreement (Exhibit 2);
 - (f) Program Guidelines (Exhibit 1);
 - (g) Program FAQs (Exhibit 3); and
 - (h) Administrative FAQs.
- 5.3. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.
- 5.4. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.
- 5.5. The Project must provide programs or services to eligible beneficiaries (see Exhibits 1 and 2) as set forth in Subrecipient's Application.
- 5.6. Subrecipient may only be reimbursed by DED with Program Funds for Allowable Costs.
- 5.7. Any publications produced with funds from this Subaward must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

6. COST PRINCIPLES

- 6.1. Allowable Costs will be determined based on the following:
- (a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:
 - i. The cost is necessary for Subrecipient to carry out the Project;
 - ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
 - iii. The cost must have been incurred directly or indirectly to carry out the Project; and

- iv. The cost must be adequately documented;
- (b) The cost must be incurred by Subrecipient prior to the end of the Period of Performance; and
 - i. For the purposes of meeting Local Match, costs cannot be incurred earlier than the beginning of the Period of Performance; and
 - ii. For the purposes of receiving Program Funds from DED for incurred or paid costs, costs cannot be incurred earlier than the Date of Award;
- (c) The cost must be included in the Subrecipient's Final Project Budget (Exhibit 4);
- (d) Contingency costs will be Allowable Costs only if included in Subrecipient's Application;
- (e) Subaward administrative costs will be allowable costs only if included in Subrecipient's Application and in Subrecipient's Final Project Budget (Exhibit 4), and such costs must not exceed the maximum amount as set forth in the Program Guidelines.
- (f) The cost is not an Unallowable Cost, which includes, but is not limited to, the following:
 - i. Costs incurred by Subrecipient outside of the time periods set forth in section 6.1 (b), except for Subaward administrative costs incurred relating to close-out of an award;
 - ii. Costs that will be reimbursed by other federal, state, or local funding;
 - iii. Costs as set forth in the Program Guidelines, Program FAQs, or Administrative FAQs as an ineligible project cost;
 - iv. Indirect costs;
 - v. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476; and
 - vi. Costs of prohibited lobbying activities, as set forth in 2 CFR 200.450 (see certification in section 13.1 (g) of this Agreement).

7. LOCAL MATCH

- (a) Subrecipient's Application, as modified by Subrecipient's Final Project Budget (Exhibit 4), includes a voluntary cost sharing commitment (see 2 CFR 200.1), or Subrecipient must meet its commitment (the "Local Match") as set forth in this Agreement.
- (b) Subrecipient's Local Match voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Budgeted Amount). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

- i. If actual Allowable Costs for the Project are less than the Total Budgeted Amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.
 - ii. If actual Allowable Costs for the Project exceed the Total Budgeted Amount, the Program Funds with which DED may reimburse Subrecipient cannot exceed the Maximum Subaward amount in section 1 of this Agreement.
- (c) Subrecipient's failure to meet its Local Match may result in DED assigning specific award conditions or taking other action as authorized in section 14 of this Agreement.
- (d) As stated in section 6.1 (b), Subrecipient's Local Match must be met from otherwise Allowable Costs incurred during the Period of Performance.
- (e) Subrecipient's Local Match must comply with 2 CFR 200.306.
- (f) Unrecovered indirect costs are not allowed to meet the Local Match.
- (g) Subrecipient must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match requirement, to facilitate questions and audits.
- (h) Subrecipient must submit records to DED showing how it has met its Local Match according to the Cost Sharing Ratio, in order to receive payment under section 8 of this Agreement.

8. PROGRAM FUNDS PAYMENT

- 8.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received:
 - (a) A SAM.gov Unique Entity Identifier and provided the number to DED; and
 - (b) A vendor number from Missouri's SAM II vendor registration system.
- 8.2. Subrecipient may submit Requests for Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.
 - (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - i. Invoice/reference number (assigned by Subrecipient);
 - ii. Invoice date;
 - iii. Invoice period (to which the reimbursement request is applicable);
 - iv. MO Contract Number (from section 1 of this Agreement);

- v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
 - vi. Subrecipient name;
 - vii. Subrecipient remittance address;
 - viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and
 - ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Subaward budget line-item;
 - b. The amount paid by Subaward budget line-item to date;
 - c. The total amount paid under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period;
- (b) Subrecipient has agreed to a Local Match pursuant to section 7.1 of this Agreement. With each request for payment to DED, Subrecipient must submit documents enabling DED to ensure it is paying Subrecipient with Program Funds according to the Cost Sharing Ratio in section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Subrecipient must demonstrate to DED that it has expended one dollar in Local Match; and
- (c) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.
- 8.3. Requests for Program Funds must be submitted only by a person authorized to submit a Request according to Subrecipient's internal control processes. A form will be provided by DED for Subrecipient to designate who is authorized to submit Requests for Program Funds.
- 8.4. Subrecipient shall submit Requests for Program Funds no more than once a month, unless the amount exceeds \$10,000.
- 8.5. Requests for Program Funds can be of two types:
- (a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Subrecipient based on actual expenditures for which the Subrecipient paid.
 - i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.
 - ii. All vouchers/invoices should be on contractor's/vendors' letterhead.
 - iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.

- iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.
 - (b) Advance payment. The Subrecipient may request Program Funds for incurred costs that the Subrecipient is unable to pay in advance of receiving Program Funds from DED.
 - i. Supporting documentation includes invoices or similar documentation. Subrecipient must explain in its Request for Payment why it cannot proceed with the reimbursement of costs method.
 - ii. During monitoring by DED, the Subrecipient must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.
 - (c) Subrecipient may use both types of Request for Payment, depending on the costs at issue.
- 8.6. If Subrecipient's budget includes grant administrative costs, such costs shall not exceed the amounts in the Program Guidelines.
- (a) Subrecipient's grant administration costs shall be paid by DED as a set percentage of each Request for Payment.
- 8.7. Upon review and approval of Subrecipient's Request for Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement. As stated in section 6.1(b), costs incurred prior to the Date of Award are not eligible for Program Funds.
- 8.8. Subrecipient must submit its final Request for Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Funds received after this date.
- 8.9. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.
- 8.10. Any reimbursements to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.
- 8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.

- 8.12. As provided in the Treasury-State Grant Agreement, any funds paid to the Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (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 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
- (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Subrecipient's debt to the State. Debts owed by Subrecipient to the State must be paid promptly by Subrecipient to the State. A debt owed to the State by Subrecipient under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in this section 8.12.
- (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under section 15 of this Agreement. The rights of the State as expressed in this section 8.12 are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Subrecipient.

9. REPORTING

- 9.1. Subrecipient agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a)(3), this Agreement shall be amended.
- 9.2. DED/the State must submit two types of reports to Treasury: quarterly project and expenditure reports and annual performance reports.
- 9.3. **Quarterly Project and Expenditure Reports**
- (a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.
- (b) Subrecipient agrees to provide DED with the data, information, and documents set forth in section 9.3(f) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.
- (c) Subrecipient agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable® platform similar to how Subrecipient applied for the Program.

- (d) The data, information, and document requirements for the quarterly report in section 9.3(f) of this Agreement are based on information in the following Treasury documents:
- i. Treasury's SFRF [Compliance and Reporting Guidance](#) (Version 5.0, September 20, 2022), as may be amended from time to time; and
 - ii. Treasury's SFRF [Project and Expenditure Report User Guide](#) (Version 6, April 1, 2023), as may be amended from time to time.
- (e) Subrecipient agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF, Subrecipient will provide additional reporting required by Treasury of DED/the State for the Project.
- (f) Based on the Treasury guidance in section 9.3(d) of this Agreement, Subrecipient agrees to provide the following information to DED/the State for the Quarterly Reports:

(1)	Project name, basic description, project expenditure category
(2)	Project completion status (not started, less than 50% complete, 50% or more complete, completed)
(3)	Project obligations and expenditures (current period and cumulative)
(4)	Program income (if applicable)
(5)	Total approved/adopted budget for Project (all sources)
(6)	Project Demographic Distribution (a) What Impacted and/or Disproportionally Impacted population does this project primarily serve? (b) If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, identify the two additional populations served
(7)	Number of beneficiaries (e.g., households, persons, families) per eligible beneficiary category
(8)	Number of affordable housing units preserved or developed (if applicable)
(9)	For construction projects: (a) Projected and actual construction start date (b) Projected and actual construction completion date (c) Projected and actual initiation of operations date (d) If construction completed but operations have not begun, an explanation
(10)	Information as set forth in section 10 of this Agreement, if applicable
(11)	Other information as reasonably required by DED
(12)	Any other information required by Treasury

9.4. Annual Recovery Plan Performance Report.

- (a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:
- (b) Information about the contents of the Recovery Plan Performance Report are in the [SFRF Compliance and Reporting Guidance](#), pp. 34-40, in Treasury's [Recovery Plan Reporting User Guide](#) (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the [SFRF Compliance and Reporting webpage](#) titled "Recovery Plan Template".
- (c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Subrecipient agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.
- (d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting, but reserves the right to request updated information if necessary to comply with Treasury's requirements.

9.5. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Subrecipient agrees to cooperate with DED/the State and provide any information requested by Treasury.

10. STRONG LABOR PRACTICES IN CONSTRUCTION

- 10.1. Treasury encourages the use of strong labor practices for capital expenditure projects funded by SFRF in order to ensure projects produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency.
- 10.2. If the Project has a Total Approved Budget amount greater than \$10 million, then the following requirements apply to the Project:
 - (a) Subrecipient must provide, if it did not do so in Subrecipient's Application, a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant

- to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts");
- (b) Subrecipient must provide, if it did not do so in Subrecipient's Application, a Project workforce continuity plan detailing:
 - i. How Subrecipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;
 - ii. How Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
 - iii. How Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - iv. Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the Project has completed a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f));
 - (c) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project prioritizes local hires; and
 - (d) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project has a community benefits agreement, and if so, must provide a description of any such agreement. A community benefits agreement is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and Subrecipient identifying a range of community benefits Subrecipient agrees to provide as part of the Project, in return for the community's support of the Project.
 - (e) Subrecipient must maintain sufficient records to substantiate the information in section 10.2(a)–(d) of this Agreement.
 - (f) Subrecipient must provide any updated reporting on the information in section 10.2(a)–(d) of this Agreement required by Treasury as part of DED/the State's reporting obligations, as described in section 9 of this Agreement.

11. MONITORING AND CLOSEOUT

- 11.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
 - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.
- 11.2. Subrecipient must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance, so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344.
- 11.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

12. RECORD RETENTION AND ACCESS

- 12.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
 - (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
 - i. The preparation of reports required by general and program-specific terms;
 - ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
 - (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 12.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for five (5) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 12.3. Subrecipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

13. ADDITIONAL PASS-THROUGH REQUIREMENTS

13.1. Pursuant to the Treasury-State Grant Agreement, the federal laws and regulations that apply to this Subaward include:

- (a) Other than such provisions as Treasury may determine are inapplicable to this Subaward, and subject to such exceptions as may be otherwise provided by Treasury, this Subaward is subject to the Uniform Guidance ([2 CFR part 200](#)). Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward. Subrecipient must perform this Agreement in compliance with the applicable provisions of the entirety of the Uniform Guidance, not just provisions specifically referenced in this Agreement;
- (b) Universal Identifier and System for Award Management ("SAM"), [2 CFR part 25](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 25](#) is hereby incorporated by reference;
- (c) Reporting Subaward and Executive Compensation Information, [2 CFR part 170](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 170](#) is hereby incorporated by reference;
- (d) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), [2 CFR part 180](#), and Treasury's implementing regulation at [31 CFR part 19](#), including both the requirement to comply with [31 CFR part 19's subpart C](#) as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
 - i. Subrecipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Subrecipient's Application.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at [2 CFR part 200, Appendix XII](#), is hereby incorporated by reference;
- (f) Government-wide Requirements for Drug-Free Workplace, [31 CFR part 20](#);
- (g) New Restrictions on Lobbying, [31 CFR part 21](#);

If the Maximum Subaward amount in section 1 of this Agreement exceeds \$100,000, Subrecipient certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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;

- ii. 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended ([42 U.S.C. §§ 4601-4655](#)) and implementing regulations;
- (i) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Subaward include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at [31 CFR part 22](#), and the government-wide regulations contained in [28 CFR part 42](#), subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended ([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;
 - iii. 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
 - iv. The Age Discrimination Act of 1975, as amended ([42 U.S.C. §§ 6101-6107](#)) and Treasury's implementing regulations at [31 CFR part 23](#), which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. 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.

13.2. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Subrecipient provides the following assurances:

- (a) Subrecipient ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- (b) Subrecipient acknowledges that [federal Executive Order 13166](#), "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Subrecipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.
- (c) Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- (d) Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

- (e) Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and any contractor, subcontractor, successor, transferee, and assignee:

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

- (f) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- (g) Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Subrecipient shall comply with information requests, on-site compliance review, and reporting requirements.
- (h) Subrecipient must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.
- (i) Subrecipient must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address

the non-compliance, including any voluntary compliance or other agreements between Subrecipient and the administrative agency that makes any such finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide to the State documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, Subrecipient shall so state.

- (j) The United States of America has the right to seek judicial enforcement of the terms of this assurances section 13.2 and nothing in this section 13.2 alters or limits the federal enforcement measures that the United States may take in order to address violations of this section 13.2 or applicable federal law.
- 13.3. Subrecipient agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ [1501–1508](#) and [7324–7326](#)), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 13.4. Subrecipient understands that making false statements or claims in connection with this Subaward 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.
- 13.5. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 13.6. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving.
- 13.7. Subrecipient understands and agrees that it is a Non-Federal Entity as defined in 2 CFR 200.1, it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipients must disclose in writing to Treasury or DED/the State, as appropriate, any potential conflict of interest affecting the Program Funds in accordance with 2 CFR 200.112.
- 13.8. Subrecipient must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of this Agreement, and with the provisions in sections 13.1 and 13.2 of this Agreement by other parties in any agreements it enters into with other parties relating to this Subaward.

- 13.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Subaward.
- 13.10. In accordance with [41 U.S.C. § 4712](#), Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the statement above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury;
- (g) A management official or other employee of the State, DED, or the Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient must inform its employees in writing of the rights and remedies provided under this section 13.10, in the predominant native language of the workforce.

14. EFFECTIVE DATE AND TERMINATION

- 14.1. This Agreement shall become effective upon the last signature after full execution by both Parties.

- 14.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.
- 14.3. Upon termination, sections 1, 2, 3, 4, 11.3, 12, and 15 of this Agreement shall survive and continue in force.

15. DEFAULT AND REMEDIES

- 15.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Payment, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.
 - (a) For the purposes of this section 15.1 of this Agreement, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 15.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
 - (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
 - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
 - (c) The disallowance of costs and the establishment of an accounts receivable;
 - (d) Restricting Subrecipient to receiving Program Funds only through a cost reimbursement method, as described in section 8.4(a) of this Agreement.
 - (e) Wholly or partially suspending or terminating the Subaward and this Agreement;
 - (f) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;
 - (g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
 - (h) Such other remedies as may be legally available.
- 15.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 14.2 of this Agreement.

16. STANDARD TERMS

- 16.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.3. **Ongoing Representations.** All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Payment, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.
- 16.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.
- 16.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:
- (a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501(c) subrecipient would.
 - (b) Subrecipient understands that this information may include "personal information" as that term is defined in [§ 105.1500 RSMo](#) ("Personal Information").
 - (c) Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any non-IRC 501(c) subrecipient would.
 - (d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
 - (e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501(c) subrecipient, share the records, including Subrecipient's

Application, with contractors and members of any review or advisory committee for the following purposes:

- i. Determining eligibility and qualifications of applicants;
 - ii. Scoring applications;
 - iii. Ranking applications;
 - iv. Reviewing and advising on recommended awards;
 - v. Conducting risk assessments on awarded projects; and
 - vi. Monitoring and conducting closeout on awarded projects.
- (f) Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.
- (g) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 16.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

16.6. Subrecipient's Vendors, Contractors, and Subcontractors

- (a) Subrecipient shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> and <https://oa.mo.gov/facilities/project-management/debarred-contractors>).
- (b) Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri by checking the entity on the [Missouri Secretary of State's business entity search](#) or by requiring a copy of a certificate of good standing.

16.7. Authorized Employees – Federal Law. Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

16.8. Authorized Employees – Missouri Law. Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (c) Subrecipient submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Subrecipient's Application to DED.
- (d) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

- 16.9. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Reimbursement to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.
- 16.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
- (a) Notwithstanding section 16.11 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
- (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 16.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 16.12. **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 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; and
- (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.
- 16.13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

- 16.14. **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, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 16.15. **No Assignment.** Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 16.15 will be void.
- 16.16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 16.17. **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.
- 16.18. **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.
- 16.19. **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 Parties.
- 16.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.
- 16.21. **Licenses, Permits, and Approvals.** Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 16.22. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 16.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 16.24. **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.

17. ENTIRE AGREEMENT

- 17.1. 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.

[The remainder of this page is intentionally blank. Signature page follows.]

Department of Economic Development

By:

Michelle Hataway
~~Maggie Kost, Acting Director~~
Michelle Hataway, Acting Director

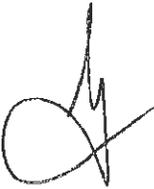
07/27/2023
Date signed

Subrecipient City of Columbia

By:

DocuSigned by:
De'Carlon Seewood
8584D3D77F5D430
Signature

City Manager
Printed Title

De'Carlon Seewood
Printed Name

6/20/2023
Date signed

ATTEST:

DocuSigned by:
Sheela Amin
4E1F069B550C70A
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
1D701C88E79594D2
Nancy Thompson, City Counselor

DS
RTJ

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44008850-604990 00833 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: Matthew Lue
0032FF4584C24EC
Matthew Lue, Finance Director

DS
RB

Exhibits

- Exhibit 1 Program Guidelines
- Exhibit 2 Treasury-State Grant Agreement
- Exhibit 3 Program FAQs
- Exhibit 4 Subrecipient's Final Project Budget



Missouri Department of
Economic Development

COMMUNITY REVITALIZATION GRANT

Program Guidelines

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PROGRAM GUIDELINES

Community Revitalization Grant Program

1. PURPOSE

The Community Revitalization Grant Program (Program) will make significant investments in communities of all sizes throughout Missouri. Through competitive grants, the Program will help support major local priorities in order to spur economic recovery today while helping communities build stronger economies for the future.

The Missouri General Assembly appropriated \$100 million to the Department of Economic Development (DED) in House Bill 3020 at § 20.065 (2022).

The Program is funded through U.S. Department of the Treasury (Treasury) Coronavirus State and Local Fiscal Recovery Funds (SFRF) authorized by the American Rescue Plan Act (ARPA). As a result, the grant must comply with various federal requirements, including Treasury regulations in [31 CFR part 35](#).

2. TIMELINE

DED intends to award all funds in one funding round, but may hold additional funding rounds prior to June 30, 2024 to ensure all available funds have been obligated prior to the ARPA funding deadline.

June 27, 2022 | Draft guidelines posted for public comment
September 16, 2022 | Final guidelines posted
September 28, 2022 | Applications made available
November 30, 2022 | Application cycle closes
January 2023 | Anticipated award announcements

NOTE: Once an application cycle is opened, Applicants will have 60 days to submit applications. Anticipated award announcement date may change depending on the number of applications received.

3. FUNDING CATEGORIES

To ensure geographic diversity in Program awards, DED will make available a certain amount of funds for each [economic region of the state](#).

Central Region: \$15 million	Kansas City Region: \$20 million
North Region: \$10 million	St. Louis Region: \$20 million
Southeast Region: \$10 million	Statewide/Multi-Region: \$10 million
Southwest Region: \$15 million	

To be considered statewide/multi-region, a project must span two or more economic regions.

4. APPLICANTS

Applicants are the entities receiving funds from the State to carry out the proposed community revitalization project.

4.1 ELIGIBLE APPLICANTS

The following entities are eligible to apply for the Program, providing the proposed project seeks to impact eligible beneficiaries listed in [section 5](#) of these guidelines:

1. Missouri municipalities (incorporated cities, towns, or villages)
2. Missouri counties
3. Missouri Industrial Development Authorities (organized pursuant to Chapter 349 RSMo)
4. Nonprofit organizations (organized pursuant to Chapters 352 or 355 RSMo)

4.2 INELIGIBLE APPLICANTS

Ineligible applicants for this Program include:

1. Political subdivisions not listed in [Section 4.1](#) of these Guidelines
2. For-profit organizations
3. Any organization that is suspended or debarred

5. BENEFICIARIES

To comply with federal requirements, the proposed project must respond to a negative economic impact experienced by individuals, households, communities, small businesses, or industries due to the COVID-19 public health emergency. Federal regulations refer to these groups as “beneficiaries”. Some beneficiaries are negatively economically impacted by COVID-19, and others are disproportionately impacted. The distinction is relevant in considering what program, service, or capital expenditure (activities – see [section 6](#)) is an eligible response. As set forth in [section 6](#) of these Guidelines, some activities are eligible only for disproportionately impacted beneficiaries.

5.1 IMPACTED BENEFICIARIES

Eligible impacted beneficiaries include:

5.1.1 Impacted Households

- a. Low-or moderate-income households¹
- b. Households that experienced unemployment

¹ “Low-income household” and “moderate-income household” are defined terms in the Treasury regulations, 31 CFR 35.3. DED has been using the Federal Poverty Guidelines (FPG) definitions, but Applicants are not limited to that. Note that the household size is the basis for the applicable 2021 FPG— Applicants will need to follow the guidance in [Treasury’s SFRF Final Rule Notice](#), 87 FR 4345-4347.

- c. Households that experienced increased food or housing insecurity
- d. Households that qualify for the Children's Health Insurance Program², Childcare Subsidies through the Child Care Development Fund Program³, or Medicaid⁴
- e. For affordable housing programs, households that qualify for the National Housing Trust Fund⁵ or Home Investment Partnerships Program⁶

5.1.2 Impacted Small Businesses

Missouri-based business with 50 or fewer employees that has experienced at least one of the following:

- a. Decreased revenue or gross receipts;
- b. Increased costs; or
- c. Decreased capacity to weather financial hardship

5.1.3 Individuals Starting Small Businesses

- a. Individuals who are currently employed but are seeking to start a business that will provide better opportunities for economic advancement
- b. Individuals who are currently unemployed

5.1.4 Impacted Industries

- a. Industries experiencing at least 8 percent employment loss from pre-pandemic levels

5.2 DISPROPORTIONATELY IMPACTED BENEFICIARIES

Eligible disproportionately impacted beneficiaries include:

5.2.1 Disproportionately Impacted Households

- a. Low-income households
- b. Households in [Qualified Census Tracts](#)
- c. Households that qualify for certain other federal benefits such as TANF, SNAP, and others set forth in the Treasury regulations (31 CFR 35.6(b) (2) (iii))⁷

² [42 U.S.C. § 1397aa et seq.](#)

³ [42 U.S.C. § 9857 et seq.](#) and [42 U.S.C. § 618.](#)

⁴ [42 U.S.C. 1396 et seq.](#)

⁵ [12 U.S.C. § 4568.](#)

⁶ [42 U.S.C. § 12742 et seq.](#)

⁷ These programs are Temporary Assistance for Needy Families (TANF) (42 U.S.C. § 601 et seq.), Supplemental Nutrition Assistance Program (SNAP) (7 U.S.C. § 2011 et seq.), Free and Reduced-Price Lunch (NSLP) (42 U.S.C. § 1751 et seq.) and/or School Breakfast (SBP) (42 U.S.C. § 1773) Programs, Medicare Part D Low-income Subsidies (42 U.S.C. § 1395w-114), Supplemental Security Income (SSI) (42 U.S.C. § 1381 et seq.), Head Start and/or Early Head Start (42 U.S.C. § 9831 et seq.), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (42 U.S.C. 1786), Section 8 Vouchers (42 U.S.C. 1437f), Low-Income

5.2.2 Disproportionately Impacted Communities

- a. Low-income communities (including [Qualified Census Tracts](#)).

5.2.3 Disproportionately Impacted Small Businesses:

- a. Missouri-based business with 50 or fewer employees,
- b. Operating in a [Qualified Census Tract](#), and
- c. Small business must have been in operation prior to the COVID-19 pandemic.

6. ACTIVITIES

6.1 ELIGIBLE ACTIVITIES

Project activities should correspond with eligible beneficiaries outlined in [section 5](#) of these Guidelines. Examples are listed below and some activities are only eligible for certain disproportionately impacted beneficiaries; however, applicants generally have flexibility in designing a project under the Program.

6.1.1 Impacted and Disproportionately Impacted Households

1. Development or repair of affordable housing⁸
2. Child nutrition programs
3. Expansion of food bank facilities and programs
4. Creation of new or expansion of temporary residences for people experiencing homelessness⁹
5. Emergency housing assistance to prevent eviction or homelessness
6. Transitional services to facilitate long-term access to banking
7. Financial literacy programs for the unbanked or underbanked

6.1.2 Disproportionately Impacted Communities

1. Renovation, rehabilitation, maintenance, or costs to secure vacant and abandoned properties
2. Removal and remediation of environmental contaminants from vacant and abandoned properties
3. Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvement as part of a strategy for neighborhood revitalization

Home Energy Assistance Program (LIHEAP) (42 U.S.C. § 8621 *et seq.*), and Pell Grants (20 U.S.C. 1070a). [31 CFR § 35.6\(b\)\(2\)\(iii\)\(A\)](#)

⁸ House Bill 1606, enacted in 2022, sets forth certain requirements regarding funds for housing and homelessness. More information will be made available regarding these requirements in an accompanying frequently asked questions document.

⁹ See footnote 8 for more information if you are proposing a project that will use ARPA funds for homelessness or housing.

4. Converting vacant or abandoned properties into affordable housing
5. Neighborhood cleanup programs
6. Development of parks and green spaces
7. Development of recreational facilities
8. Creation of sidewalks, crosswalks, streetlights

6.1.3 *Impacted Small Businesses*

1. Training, consulting, and coaching programs designed to help existing small businesses grow
2. Training, consulting, and coaching programs designed to help individuals start and grow new small businesses

6.1.4 *Disproportionately Impacted Small Businesses*

1. Rehabilitation of commercial properties
2. Storefront improvements programs
3. Façade improvements programs

6.2 ADDITIONAL ACTIVITIES

In addition to the enumerated activities in [section 6.1](#), applicants may identify COVID-19 negative economic impact on an individual or class and design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified, and reasonably designed to benefit those impacted. In order to prove project eligibility, the applicant must provide quantitative and qualitative data that supports the assertion of impact to identified beneficiaries, and rationalizes project approach to addressing the need. Applicants proposing an additional activity not set forth in [section 6.1](#) of these Guidelines are encouraged to consult [Treasury's SFRF Final Rule Notice](#), 87 FR 4343-45, for more information about Treasury's standards if interested in designing your own program for DED's consideration.

6.3 INELIGIBLE ACTIVITIES

Grant funds may not be used for the following activities:

1. Demolition of vacant or abandoned residential properties that exacerbates the COVID-19 pandemic's impact on housing insecurity or lack of affordable housing (see [Treasury's SFRF Final Rule Notice](#), 87 FR 4343-45, 4374-75, for more information).
2. General infrastructure projects, including street or road construction, maintenance or repair, bridges, parking lots, and other surface

transportation infrastructure, where that activity is the predominant component.

3. Construction of new correctional facilities as a response to an increase in rate of crime.
4. Large capital expenditures intended for general economic development are generally not eligible activities, per Treasury guidance.
5. General economic development or workforce development activities that seek to generally enhance the jurisdiction's business climate.
6. Programs providing grants to small businesses.
7. A program, service or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. This includes programs or services that impose conditions for participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices included in CDC guidance. (See [Treasury's SFRF Final Rule Notice](#), 87 FR 4340, 4431, for more information).
8. Debt service, satisfying an obligation under a judgment or settlement agreement, or contributing to a "rainy day" fund.
9. Generally projects that are otherwise eligible for funding under other ARPA Programs in the State of Missouri may not be considered under this Program.

7. PROJECT BUDGET

Applicants will be required to submit a detailed budget for the project that includes anticipated costs of the proposed project, as well as matching funds (for more information on matching funds, see [section 7.5](#) of these Guidelines).

7.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for costs incurred and paid after notification of award and before September 30, 2026.

7.2 MINIMUM AND MAXIMUM AWARDS

1. Grant minimum: \$250,000; and
2. Grant maximum: Applicants may apply for multiple projects. Total requests for one applicant may not be for more than 25% of the total amount available for the applicable funding category listed in [section 3](#) of these Guidelines. Applicants may apply under multiple funding categories.

7.3 ELIGIBLE COSTS

Subrecipients¹⁰ will be able to request reimbursements on up to a monthly basis for costs to carry out the project. Whether seeking reimbursement for costs or to treat them as matching funds, costs must be "allowable costs." Treasury, by [2 CFR § 1000.10](#), has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth at [2 CFR part 200](#) (Uniform Guidance). There are cost principles in Subpart E of the Uniform Guidance that apply to this Program that are not repeated in full in these Guidelines. To be an allowable cost generally, the cost must be reasonable and necessary to carry out the project, and have been incurred directly or indirectly in the performance of the project.

Subrecipients will need to comply with all applicable cost principles and other requirements in the Uniform Guidance.

Examples of allowable project costs are:

1. New construction, expansion, or renovation costs.
2. Equipment and furnishings necessary for project to become operational
3. Paid services necessary for construction such as legal, architectural, engineering, etc.
4. Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
5. Demolition or deconstruction of vacant or abandoned buildings.
6. Other costs such as environmental assessment, appraisal, permits, and inspections.
7. Grant administration costs not to exceed the lower of 4% of the grant award or \$100,000.
 - a. Grant administration activities are limited to costs related to facilitating project completion, and must be included in project budget as part of the application. Administration may include, but is not limited to, services for: procurement, contract management, labor standards, equal opportunity/civil rights, property management, accounting, reporting, and project closeout. Audit costs must be budgeted separately from administrative costs.

7.3.1 Capital Expenditures

Projects that include capital expenditures (regardless of the funding source) greater than or equal to \$1 million require written justification to include:

¹⁰ Upon award, applicants are referred to as subrecipients under the State (Recipient).

1. Description of the harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency;
2. Explanation of why a capital expenditure is appropriate; and
3. Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.

Additional information regarding the required written justification can be found in [Appendix B](#).

7.4 INELIGIBLE COSTS

The following costs may not be reimbursed by the grant or counted as matching funds:

1. Any costs incurred prior to March 3, 2021.
2. Costs not paid and submitted to DED by September 30, 2026.
3. Costs that are not allowable costs applying the principles in Subpart E of the Uniform Guidance
4. Costs for services and activities if the Applicant did not follow applicable procurement requirements.
5. Costs of ineligible activities (see [section 6.3](#) of these Guidelines).
6. Duplication of Benefits Prohibited: Costs that have been or will be reimbursed by other funds, including but not limited to federal, state or local grants, insurance reimbursements, forgivable loans, or federally insured loans.

7.5 MATCHING FUNDS

Although subrecipients must contribute at least 50% of the total project costs, projects that demonstrate the ability to provide matching funds greater than 50% will score higher. All fund sources must be identified in the submitted project budget, which must include the uses for each fund source.

7.5.1 Eligible Match

The following are considered eligible match:

1. Local sources of cash
2. In-kind contributions (Please refer to [2 CFR § 200.306](#) for restrictions)
3. Local payment for grant administration services
4. Coronavirus Local Fiscal Recovery Funds (CLFRF) received through ARPA
5. Other local Federal fund sources (if that grant allows it to be matched with ARPA SFRF funds)

Eligible expenses incurred on or after March 3, 2021, and paid with sources of funding identified in this section, may be counted toward match.

7.5.2 Documenting Matching Funds

The Applicant must submit documentation demonstrating capacity to provide the matching funds, to include the local match (cost share) and financial statements from participating organizations (as applicable).

The Applicant must provide documentation that the matching funds will:

1. Be committed to the project for the period of performance,
2. Be available as needed, and
3. Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of this grant Program.

To meet these requirements, Applicants must submit, for each source of the matching share, an MOU or similarly authorizing document that is signed by an authorized representative of the organization providing the matching funds. Appropriate authorizing documents include:

1. A commitment letter;
2. A board resolution; or
3. Equivalent document.

Additional documentation may be requested by DED to substantiate the availability of the matching funds.

7.5.3 Needs-based Modification of Match

Applicants may be eligible for a needs-based modification that reduces total match required from 50% to 20%. For example, on a \$500,000 project the applicant would be required to provide match for \$100,000 of total project costs instead of \$250,000.

In order to be eligible for a reduced match, the project must meet BOTH of the criteria outlined below:

1. Project Score: Project must score in the top 25% of all projects, excluding Appendix A, Section 3: Matching Funds; and
2. Financial Need: The community or communities in which the project is located were not eligible to receive federal ARPA funds equal to the required 50% match.

Additional reasons may be submitted for consideration of financial need, however: The following factors will not be considered justification for a needs-based modification of match, and/or may result in denial of a modification request:

1. The community or communities in which the project is located have already allocated available funding to other projects

2. The community or communities in which the project is located turned down potential sources of match, including federal ARPA funds

To seek eligibility for the needs-based reduction in match, the applicant will need to submit a narrative explaining their financial need for this reduction. If an applicant is granted a reduced match, the application will receive the maximum available points in the match section when being scored.

7.6 LABOR PRACTICES/REPORTING REQUIREMENTS

Any project exceeding \$10 million in total capital expenditures must comply with prevailing wage requirements under Davis-Bacon. Applicants will be responsible for reviewing and maintaining documentation of compliance with labor standard requirements. Additional requirements are:

- (1) A project workforce continuity plan;
- (2) Reporting whether the project prioritizes local hires; and
- (3) Reporting whether the project has a Community Benefit Agreement, with a description of any such agreement.

Additional information on these requirements is in [Treasury's SFRF Compliance and Reporting Guidance](#) (Version 4.2, August 15, 2022). Treasury may update this document from time to time so check Treasury's SFRF webpage linked to in [section 10](#) of these Guidelines.

8. SELECTION CRITERIA

This Program is a competitive grant. To qualify to be scored, Applicants must meet all of the eligibility requirements listed in [section 8.1](#) below. Applications will then be scored and ranked based on the criteria listed in [section 8.2](#).

8.1 ELIGIBILITY REQUIREMENTS

Applicants must demonstrate that the proposed project meets the following requirements before their application will be considered for funding.

1. The Applicant is registered with the Missouri Secretary of State to conduct business in the State, if applicable to the business entity type, and provides a certificate of good standing with its application;
2. The Applicant is registered in [SAM.gov](#), and can provide a Unique Entity Identifier that was generated by SAM.gov (Note: DUNS numbers have been removed from SAM.gov as of April 4, 2022 – existing registered entities can find their Unique Entity ID by visiting the SAM.gov

- website and following the instructions for requesting a Unique Entity ID). If an Applicant is in process of obtaining its Unique Entity ID, that will be satisfactory to proceed to scoring; however, no Grant Agreement will be entered into with an Applicant until it has a Unique Entity ID;
3. The Applicant has a Missouri Tax ID Number (EIN);
 4. The Applicant has a Federal Employer Identification Number (FEIN);
 5. The Applicant is not delinquent in taxes owed to the State of Missouri;
 6. The Applicant has signed the Certification Regarding Debarment and Suspension and Other Responsibility Matters document provided by DED;
 7. The Applicant is enrolled in E-Verify and provides a copy of its signed Memorandum of Understanding with the U.S. Department of Homeland Security, as required by [§ 285.530 RSMo](#)¹¹;
 8. The Applicant is an eligible entity listed in [section 4](#) of these Guidelines
 9. The proposed project includes eligible beneficiaries as outlined in [section 5](#) of these Guidelines
 10. The proposed project includes eligible activities as outlined in [section 6](#) of these Guidelines;
 11. The Applicant provides letters of support (See [Appendix B](#)).

8.2 SCORING FACTORS

Applications meeting the requirements in [section 8.1](#) of these Guidelines will be scored and ranked based on the criteria listed in the scorecard in Appendix A of these Guidelines.

Funds for each Funding Category listed in [section 3](#) of this document will be awarded based on score from highest to lowest until all funds have been obligated from that category. Should two or more projects score the same, funds will be awarded in the order completed applications were received by DED.

8.2.1 Scoring Process

Scoring will be completed as follows:

1. Each application will be reviewed by more than one internal DED reviewer.
2. Scores will be averaged to create one final score for each application.

¹¹ The [E-Verify Program](#) is currently the only federal work authorization program as described in [§ 285.530 RSMo](#). If Applicant is not already enrolled in E-Verify, go to <https://e-verify.uscis.gov/enroll/> to learn what is needed to enroll and enroll in the program. Applicant can provide a copy of the entire MOU or it can provide the last few pages starting with the signature page. Include the page(s) with "Information relating to your Company" and "Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State", which should be the pages immediately after the signature page.

3. If two or more projects score the same, funds will be awarded in the order completed applications were received.
4. Applications will be ranked within their respective Funding Category listed in [section 3](#) of these guidelines by total score. Projects will be awarded from highest to lowest until funds for that Category are exhausted. If the eligible applications in a Category will not use up the available funds for that Category, DED reserves the right to move the unused funds to another Category with demand that exceeds that Category's cap. DED does not intend to hold a second round of funding for this Program.

9. APPLICATION PREPARATION

9.1 APPLICATION SUBMISSION

Applicants can access and complete the application for this Program using the [MO DED ARPA Application Portal](#). Once applications are made available, applicants will have **60** days to submit complete applications.

9.1.2 Submitting Multiple Applications

Applicants wishing to submit multiple projects for grant funding will need to submit multiple applications using their ARPA Grant Portal Account.

9.2 REQUIRED DOCUMENTATION

Applicants will be required to submit documentation to the ARPA Grant Portal demonstrating eligibility and supporting their application narratives. A list of acceptable documentation is contained in [Appendix B](#) of these guidelines.

9.2.1 Community Support

There will be two different types of support required in the application process.

Community Leader Letters of Support

Letters of support from elected community leaders such as; mayors, county commissioners, state representatives, state senators, and federal delegation, may be uploaded during the application process. All letters must be on official letterhead of the writer and must be dated within six months of application submission.

Other Stakeholder Support

During the application process, applicants will have an opportunity to upload letters of support from other stakeholders or provide contact information for additional stakeholders to provide support. Upon

submission of the application, those stakeholders will be notified via email with a link to provide a note of support for the project.

9.3 REQUIRED NARRATIVE

Applicants will be required to submit several detailed narratives to help illustrate the impact of the proposed project, the applicant's experience and capacity, and the level of collaboration and community support.

9.3.1 *Project Overview Narrative*

The applicant's project overview must clearly articulate the following:

1. The eligible beneficiary groups the proposed project will serve.
2. Detailed plans for how the recipient will serve the identified eligible beneficiary groups, including what eligible activities will be undertaken.
3. The ways in which identified project partners will conduct project activities to serve impacted beneficiaries.
4. The number of beneficiaries to be served by the proposed project.
5. Specific, measurable, achievable, relevant, and time bound performance measures that will be tracked to show that the proposed project serves the intended beneficiaries.

9.3.2 *Past Performance Narrative*

The applicant's past performance narrative should clearly detail examples of past projects administered by the applicant that:

1. Exhibit similar federal funding requirements, tracking, monitoring and compliance; and
2. One of the following:
 - a. Exhibit similar budget to the proposed project; or
 - b. Exhibit similar numbers of beneficiaries to the proposed project; or
 - c. Exhibit similar measurable outcomes to those proposed in the current application.

9.3.3 *Budget*

The applicant must submit a budget that includes itemized anticipated costs, clear milestones and timelines for when costs are expected to be paid, and the specific sources and uses of funds.

9.3.4 *Accounting and Financial Systems Narrative*

The accounting and financial systems narrative thoroughly articulates that the applicant has each of the following in place:

1. Appropriate accounting controls;
2. Financial reporting systems;

3. Systems to track beneficiary participation (not required when beneficiary is a disproportionately impacted community).

9.3.5 Community Priority Narrative

Projects should be in alignment with community priorities. This should be illustrated by one or both of the following in the applicant's community priority narrative:

1. Clearly illustrate broad support for the project across stakeholder groups.
2. Demonstrate that the project is a continuation of a community priority project that was delayed due to the COVID-19 pandemic (additional documents demonstrating the delay being due to the pandemic are required).

10. AGREEMENTS

10.1 GRANT AGREEMENT

1. If an Applicant's project is awarded a Program grant, the Applicant, or Subrecipient, will enter into a grant agreement with DED (Grant Agreement), committing to complete the project as set forth in the application, among other obligations.
2. The Grant Agreement will pass through to Subrecipient the requirements imposed on the State of Missouri under its agreement with Treasury. The Grant Agreement will also include state law and other requirements for Program administration.
3. Because this Program is federally funded, various federal laws, regulations, and guidance will apply under the Grant Agreement. Prospective Applicants are encouraged to acquaint themselves with some of the requirements by visiting these resources:
 - (a) [The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200](#) (when reading these regulations, a prospective Applicant should understand that it would become a "subrecipient" receiving a "subaward" from DED/the State, which is the "pass-through entity" (also referred to as a "non-Federal entity");
 - (b) [42 U.S.C. § 802](#), Coronavirus State Fiscal Recovery Fund (SFRF);
 - (c) [31 CFR part 35](#), Treasury's SFRF regulations;
 - (d) [Treasury's SFRF webpage containing guidance on compliance and reporting](#).

4. The Grant Agreement will also include requirements regarding the following:

(a) In addition to documents submitted to obtain reimbursement of costs, Subrecipient must submit reports to DED in a format and frequency to be specified by DED, to include beneficiaries served, project activities and associated expenditures, and any data allowance metrics. Reports will be required that allow DED to meet Treasury's reporting requirements for SFRF.

(b) DED may monitor Subrecipient for compliance with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance; and Subrecipient will cooperate in all monitoring.

(c) Record retention and inspection.

(d) Audits relating to the grant, including cooperating with federal and state representatives and providing requested access, information, and records for such audits.

(e) If DED determines, based on monitoring, an audit, or otherwise, that Subrecipient is not complying with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance, DED may take actions as set forth in, but limited to, [2 CFR § 200.339](#).

(f) Grant closeout by DED.

5. Records created in the administration of the Program and in communications about it, including records submitted by and provided to applicants and subrecipients, will be subject to federal and state open records laws. DED may be required to disclose some information in the records relating to the Program or in agency communications upon DED's receipt of a third party request.

6. DED may disclose grant records to other state agencies or public governmental bodies in the course of administering the grant.



Missouri Department of
Economic Development

Appendix A: Scorecard

Community Revitalization Grant Program

Criteria	Weight	Maximum Score
1. Proposed Project Impact		27
A. Beneficiaries Impacted and Served	12	
B. Economic Impact	15	
2. Community Support		22
A. Stakeholder Project Support	22	
3. Applicant Experience and Capacity		31
A. Budget and Timeline	6	
B. Matching Funds	15	
C. Financial Management	10	
Total		80

1. Proposed Project Impact		
Beneficiaries Impacted and Served	Possible Points	Points Total
Impacted area project population: A. 0-49,999 B. 50,000-199,999 C. 200,000+	A - 3 B - 2 C - 1	
Project is serving "Disproportionately Impacted" communities	Yes - 2 PS - 1 No - 0	
Beneficiaries to be served are primarily located in QCTs	Yes - 2 PS - 1 No - 0	
Beneficiaries to be served are primarily LMI status	Yes - 2 PS - 1 No - 0	
Provided specific, measurable, achievable, relevant, and time bound (SMART) performance measures that will be tracked to show how the proposed project serves the intended beneficiaries.	Yes - 3 PS - 1 No - 0	
Beneficiaries Impacted and Served Points		0

Economic Impact	Possible Points	Points Total
Narrative clearly demonstrates need in the community and how the project benefits the community at large through qualitative and quantitative data.	10-15	
Narrative partially demonstrates need in the community and how the project benefits the community at large through qualitative and quantitative data.	5-9	
Narrative does not demonstrate needs in the community and how the project benefits the community at large through qualitative and quantitative data.	0-4	
Economic Impact Points		0
PROPOSED PROJECT IMPACT POINTS		0

2. Community Support		
Stakeholder Project Support	Possible Points	Points Total
The applicant includes support letters from the Mayor and/or County Commissioners in the project area, not to exceed 4 letters.	0-5	
The applicant includes support letters from at least one state representative and one state senator in the project area. <i>Applicant may include additional letters of support if desired.</i>	0-5	
The applicant includes support from additional stakeholders in the project area, not to exceed 10 submissions.	0-10	
The applicant includes a support letter from a member of the Federal Congressional delegation representing the area in which the project is or will be located.	0-2	
Stakeholder Project Support Points		0
COMMUNITY SUPPORT POINTS		0

3. Applicant Experience and Capacity

Budget and Timeline	Possible Points	Points Total
Budget includes full proposed project budget with itemized costs. <i>This is a requirement, and failure to meet will result in denial of the application</i>	Yes - 2 PS - 1 No - 0	
The timeline demonstrates key project milestones and timelines for when costs are expected to be paid.	Yes - 2 PS - 1 No - 0	
Narrative provides strong support for reasonableness of costs	Yes - 2 PS - 1 No - 0	
Budget and Timeline Points		0
Matching Funds	Possible Points	Points Total
Share of matching funds		
Applicant qualifies for needs-based match.	10	
Applicant has secured and provides a clear description of matching funds of 70% or greater of the total project cost, and documentation that they are secured.	10	
Applicant has secured and provides a clear description of matching funds 60-69% of the total project cost, and documentation that they are secured.	9	
Applicant has secured and provides a clear description of matching funds 50-59% of the total project cost, and documentation that they are secured.	8	
Applicant provides a general description of potential matching funds that are 50% or more of total project cost, OR not yet secured .	5-7	
Applicant does not identify at least 50% matching funds and does not qualify for a needs-based exception. <i>This is a requirement, and failure to meet will result in denial of the application.</i>	0	
Source of matching funds		

Applicant match funds are derived from local sources	0-5	
Matching Funds Points		0
Financial Management	Possible Points	Points Total
The application thoroughly articulates that the Applicant has the following in place: <ol style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND 3. Financial reporting systems. 	6-10	
The application incompletely articulates that the Applicant has the following in place: <ol style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND 3. Financial reporting systems. 	1-5	
The application does not articulate that financial systems are in place. <i>This is a requirement, and failure to meet will result in denial of the application.</i>	0	
Financial Management Points		0
APPLICANT EXPERIENCE AND CAPACITY POINTS		0

TOTAL COMMUNITY REVITALIZATION GRANT SCORE:



Missouri Department of
Economic Development

APPENDIX B: REQUIRED DOCUMENTATION

Community Revitalization Grant Program

In preparation for application, grant applicants are encouraged to ensure they have the following information ready and available for upload during the application process. Having this prepared in advance of application will facilitate a timely application process, as well as assist applicants in ensuring a complete and accurate application is submitted.

B.1 APPLICATION REQUIREMENTS AND DOCUMENTATION

The list below is the minimum required information for the submission of a complete application.

Requirement	Sources for Obtaining Information or Documents
Registered and in good standing with MO Secretary of State, if required for the entity type	A copy of a certificate of Good Standing for your entity, which can be obtained through Missouri Business Filings (mo.gov)
Unique Entity ID from SAM.gov	If Applicant does not already have Unique Entity ID from SAM.gov, register to obtain one at SAM.gov Entity Registrations (see note in section 8.1 about being in the process of obtaining a Unique Entity ID)
MO Tax ID Number	MO Tax ID Number
Federal Employer Identification Number (FEIN)	IRS.gov
SAM II Vendor ID Number	Vendor Input Form
Statement of No Tax Due	Entities must show they are compliant with state sales and withholding tax laws to be eligible for funding. To register and obtain your Statement of No Tax Due, visit No Tax due (mo.gov)
E-Verify Registration and MOU	You will need a copy of the electronically signed Memorandum of Understanding between your entity and the U.S. Department of Homeland Security, https://e-verify.uscis.gov/enroll
Certification Regarding Debarment and Suspension and Other Responsibility Matters	Debarment and Suspension form
Leadership and Ownership Information	Leadership and Ownership form

Applicant Certification	Click here for Application Certification form.
Project Narratives	Include relevant data, identified needs, rationale, summary, etc.
List of Project Stakeholders	Including proposed Beneficiaries served.
Letters of Support	Letters should be from Community and Project Stakeholders.
Project Location	Include address or coordinates if not addressed.
Project Site Map (if applicable)	Include a site map of the proposed project.
Project Schedule	Include proposed project timeline and milestones.
Project Statement of Sources and Uses	The project statement of sources and uses template can be found here .
Engineer Estimate of Cost (if applicable)	Include a preferred option and documentation of project alternatives.
Architect Estimate of Cost (if applicable)	Include a preferred option and documentation of project alternatives.

B.2 TREATMENT OF CAPITAL EXPENDITURES

Any use of funds for a capital expenditure must comply with the Treasury's requirements for capital expenditures, in addition to other standards for uses of funds.

For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires that written justification be submitted by the State as part of regular reporting. Projects with total expected capital expenditures of \$1 million or greater must undergo additional analysis to justify their capital expenditure.

In all cases where required, Written Justification must include the following:

- A. Description of harm or need to be addressed: Applicants should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, applicants may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.
- B. Explanation of why a capital expenditure is appropriate: Applicants should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment,

property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.

- C. Comparison of the proposed capital expenditure against alternative capital expenditures: Applicants should provide an objective comparison of the proposed capital expenditure against at least two alternative capital expenditures and demonstrate why their proposed capital expenditure is superior to alternative capital expenditures that could be made. Specifically, applicants should assess the proposed capital expenditure against at least two alternative types or sizes of capital expenses that are potentially effective and reasonably feasible. Where relevant, applicants should compare the proposal against the alternative of improving existing capital assets already owned or leasing other capital assets. Applicants should use quantitative data when available, although they are encouraged to supplement with qualitative information and narrative description. Applicants that complete analyses with minimal or no quantitative data should provide an explanation for doing so.

B.3 REQUIRED DOCUMENTATION FOR PROOF OF BENEFICIARY ELIGIBILITY

The list below is the minimum documentation needed to provide proof of beneficiary eligibility. **This does not need to be provided with the grant application but is provided here for designing your proposed project.** DED reserves the right to request additional documentation or to modify the required documentation.

Eligible Beneficiary Classes	Documentation Needed by Subrecipient
Impacted Households	
Low-to-Moderate Income (LMI)	(1) Self-attestation of the household size; and (2) Verification of the household members' paycheck stub(s) or tax records
Households that experienced unemployment	Document from the Missouri Department of Labor, Division of Employment Security verifying unemployment status

Households that experienced increased food or housing insecurity	(Food) Self-attestation the individual is facing food insecurity issues (Housing) Self-attestation the individual is having difficulty finding affordable, safe, and/or quality housing, is having unreliable or inconsistent housing, or is homeless
Households that qualify for the Children's Health Insurance Program (CHIP), Childcare Subsidies through the Child Care Development Fund Program or Medicaid	Documentation verifying eligibility or enrollment in federal benefits from the state or federal agency administering the benefits
For affordable housing programs, households that qualify for the National Housing Trust Fund (NHTF) or Home Investments Partnerships Program (HOME)	Documentation of qualifications under either the National Housing Trust Fund (NHTF) or Home Investments Partnerships Program (HOME). Additional reporting will be required.
Impacted Small Businesses	
Decreased revenue or gross receipts	Proof of decreased revenue through tax documentation.
Increased costs	Receipts showing increased costs.
Capacity to weather financial hardship	Documentation that the small business has poor capacity to weather financial hardship.
Individuals Starting Small Businesses	
Individuals who are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.	Self-attestation that the individual is currently employed and is seeking training to move to a job that provides better opportunities for economic advancement such as: a) opportunities for career advancement b) higher wages
Individuals experiencing unemployment and who want to and are available to work	Document from the Missouri Department of Labor, Division of Employment Security verifying unemployment status

Impacted Industries	
Industries experiencing at least 8 percent employment loss from pre-pandemic levels	Documentation verifying an 8% employment loss in the specified industry
Disproportionately Impacted Households	
Low-income households	(1) Self-attestation of the household size; and (2) Verification of the household members' paycheck stub(s) or tax records
Households in Qualified Census Tracts (QCT)	A tool for mapping QCTs can be found here .
Households that qualify for certain federal benefits such as: TANF, SNAP, NSLP, SBP, Medicare Part D Low-income Subsidies, SSI, Head Start and/or Early Head Start, WIC, Section 8 Vouchers, LIHEAP, and Pell Grants.	Documentation verifying eligibility or enrollment in federal benefits from the state or federal agency administering the benefits
Disproportionately Impacted Communities	
Low-income communities (including Qualified Census Tracts)	A tool for mapping Low-income communities can be found here .
Disproportionately Impacted Small Businesses	
Small businesses operating in Qualified Census Tracts (QCT)	A tool for mapping QCTs can be found here .

Exhibit 2

OMB Approved No. 1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND

Recipient name and address: State of Missouri 301 W. High St, Room 570 Jefferson City, Missouri 65101	DUNS Number: 073134579 Taxpayer Identification Number: 446000987 Assistance Listing Number and Title: 21.027
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Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(h)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:



Authorized Representative Signature (above)

Authorized Representative Name:

Stacy Neal

Authorized Representative Title:

Director of Accounting, Office of Administration

Date Signed:

7/26/21

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

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

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient 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 under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. 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;
 - ii. 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;
 - iii. 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;;
 - iv. 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
 - v. 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.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

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

12. False Statements. Recipient 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.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (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 Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient 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.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.

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

OMB Approved No. 1505-0271
 Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Missouri (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Missouri
 Recipient
Stacy Neal
 Signature of Authorized Official:

7/26/21
 Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Exhibit 3**Missouri Department of
Economic Development****Frequently Asked Questions***ARPA Community Revitalization Grant Program*

This document contains answers to frequently asked questions (FAQ) regarding the Department of Economic Development ("DED") ARPA Community Revitalization Grant Program ("Program"). These FAQs are for this Program and not for any other Missouri ARPA program, including others administered by DED.

DED will be updating this document periodically in response to questions received from stakeholders; changes will be clearly marked.

Prospective applicants should consult the [Program Guidelines](#) as well as the federal requirements for the federal funding source for the Program, the [State Fiscal Recovery Fund \(SFRF\)](#). The federal requirements are in the form of regulations, Final Rule supplementary information, FAQs, and guidance documents. The federal requirements will be incorporated into the grant agreement entered into between DED and successful applicants.

Q1: How much of the overall funding is available for the first round of applications?

A1: For the FY2023 budget (July 1, 2022-June 30, 2023), The Missouri General Assembly appropriated \$100 million in House Bill 3020 for this Program, of which the full amount is available to applicants applying by November 30, 2022. If the full amount is not awarded, DED may open subsequent rounds to award remaining funds.

Refer to the [Program Guidelines, Sections 1 & 3](#).

Q2: How much funding is available for each project?

A2: The project minimum amount and an Applicant's Program maximum amount are in the [Program Guidelines, Section 7.2](#).

Q3: Can an Applicant submit multiple applications to the Program?

A3: Yes. An Applicant can apply for grants for multiple projects. Each project should be submitted as a separate application. Applicants are subject to Program maximum amounts identified in the [Program Guidelines, Section 7.2](#).

Q4: What is a Qualified Census Tract ("QCT")?

A4: Defined in 26 U.S.C. § 42(d)(5)(B)(ii)(I), and designated by HUD, QCTs must

have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more. Please refer to the [ARPA Community Identifier Map](#) to find Qualified Census Tracts.

(Source: [Treasury's SFRF regulations 31 CFR § 35.3](#))

Q5: How will applications from the same entity be evaluated?

A5: Applications will be evaluated using the scoring rubric (subject to maximum award amounts per region). Refer to the scoring rubric in the [Program Guidelines, Appendix A](#).

Q6: What happens if the funds allocated to a specific economic region of the state are not fully awarded?

A6: If the Program does not receive sufficient eligible applications to meet the maximum cap for a specific economic region of the state, DED reserves the right to transfer unused funds from one region to another region with high demand for funding.

Refer to the [Program Guidelines, Section 8.2.1, paragraph 4](#).

Q7: What is meant by the required 50% match?

A7: The required 50% match means that at least 50% of the total project cost must be funded by sources other than the Program grant. For example: If a proposed project will cost \$1 million, and, at least \$500,000 in eligible matching funds must be contributed toward the project, leaving the amount that could be paid through the Program grant at \$500,000.

Refer to the [Program Guidelines, Section 7.5](#)

Q8: Can an applicant qualify for a needs-based modification of match if community ARPA funds were available but not awarded to the proposed project?

A8: No. If the community or communities in which the project is located have already awarded available local ARPA funding (and the amount received was at least equal to the 50% match for a project) to other projects, that is not justification for a needs-based modification of match. Additional reasons may be submitted for consideration of financial need and are identified in the [Program Guidelines, Section 7.5.3](#).

Q9: If a project's address is within city limits and serves city residents, but the applicant is located in a neighboring city, how should the applicant define community?

A9: The community to be served should be the community identified.

requirements in the [Program Guidelines, Section 7.3.1](#) and [Appendix B, Section B.2](#) apply. Additionally, if acquisition of property or land is not an eligible activity in [Section 6.1](#) of the [Program Guidelines, Section 6.2](#) will apply to such an activity.

Applicants should be mindful of the requirements of the [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 \(42 U.S.C. §§ 4601 et seq.\)](#), which applies to projects funded with federal funds.

Q15: What are the additional requirements for projects with capital expenditures of \$1M or greater?

A15: Treasury requires that a written justification be provided for projects with total capital expenditures equal to or greater than \$1M. Applicants may wish to refer to the [Treasury's Final Rule, supplementary information](#), "Capital Expenditures" which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Refer to the Program Guidelines, [Section 7.3.1](#) or [Appendix B](#)

Q16: Are there additional requirements for projects with capital expenditures greater than \$10 million?

A16: Yes. Treasury requires projects with total capital expenditures over \$10 million to meet certain labor practice and reporting requirements. These are set forth in Section 7.6 of the Program Guidelines, and are based in part on [Treasury's SFRF Compliance and Reporting Guidance](#) (the last bullet on p. 28 of Version 5.0 requires capital expenditure projects of over \$10 million to have the same labor reporting as infrastructure projects, which is found on p. 31 starting with the fourth bullet).

When applying for a project with total capital expenditures exceeding \$10 million, an Applicant for this Program must:

- (1) Provide a certification that all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the county (or City of St. Louis) in which the work is to be performed, or by the Missouri Department of Labor, Division of Wage and Hour Standards pursuant to Missouri's Prevailing Wage Law.
- (2) Provide a workforce continuity plan (instead of a pre-hire project labor agreement) explaining:
 - a. How Applicant will ensure the project has ready access to a

sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.

- b. How will the Applicant will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c. How the Applicant will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30); and
 - d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market;
- (3) State whether the project will prioritize local hires; and
- (4) State whether the project will have a Community Benefit Agreement, and a description of any such agreement.

See also the Program Guidelines, [Section 7.6](#)

Q17: What is a Community Benefit Agreement (CBA), as referenced in the Program Guidelines, Section 7.6?

A17: A Community Benefit Agreement (CBA) is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and the subrecipient or developer of the proposed project. This contract identifies a range of community benefits the subrecipient or developer agrees to provide as part of the development, in return for the community's support of the project.

Q18: Will applicants awarded funds for this program receive all the funds up front?

A18: No. The Program provides reimbursement for eligible costs. Subrecipients (successful applicants) will need to submit appropriate documentation for review and approval before receiving reimbursement for eligible expenses as set forth in the [Program Guidelines, Section 7.3](#)

Q19: Does § 67.2300 RSMo (House Bill 1606, 2022 – use of state funds for homelessness and housing) apply to Community Revitalization Grant Program projects?

A19: No. DED has determined that the ARPA SFRF funds are not "state funds" as defined in § 67.2300.1(2), and therefore the restrictions in § 67.2300 do not apply

to this Program.

Q20: What is an independent assessment, as referenced in the Program Guidelines, Appendix B., and who must write the assessment?

A20: The Treasury's Guidance uses the term "independent assessment." DED interprets this to mean that it should be an objective assessment. It does not have to be prepared by anyone outside the Applicant's employment or management. It must, however, be written in a manner that does not reflect bias and shows a true consideration (and explanation to DED of the same) of why the other avenues of use of funds are inadequate. Applicants may wish to refer to the [Treasury's Final Rule, supplementary information](#), "Capital Expenditures" which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Q21: How is the DED defining Low to Moderate income households?

A21: In the SFRF final rule, Treasury defines low- and moderate- income for the purposes of determining which households and populations have been impacted, based on thresholds established and used in other federal programs.

Applicants should determine whether to measure income levels for specific households or for a geographic area (community) based on the type of service to be provided. For example, programs that serve/target specific households (e.g., job training, emergency housing assistance, or financial literacy programs) should measure income at the household level.

Low income ([31 CFR 35.3](#)):

- (1) Income at or below 185 percent of the 2021 Federal Poverty Guidelines (FPG) for the size of its household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS); or
- (2) Income at or below 40 percent of the Area Median Income (AMI) for its county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

Moderate income ([31 CFR 35.3](#)):

- (1) Income at or below 300 percent of the FPG for the size of its household based on the most recently published poverty guidelines by HHS; or
- (2) Income at or below 65 percent of the AMI for its county and size of household based on the most recently published data by HUD.

Q22: Should I get an Engineer's Estimate of Cost or an Architect's Estimate of Cost for my capital project?

A22: Applicants proposing new construction, renovation, or rehabilitation

Q10: Can an ongoing project include matching funds that have already been expended?

A10: Yes, but funds qualify as eligible match only if the costs were incurred and paid on or after March 3, 2021.

Refer to the [Program Guidelines, Section 7.5.1](#)

Q11: In the Scorecard, for Matching Funds, what documents must be provided for matching funds to be considered "secured" as opposed to the application describing "potential matching funds"?

A11: An Applicant demonstrates that funds are secured by uploading a document such as the following:

- a. From a partner organization – a signed letter on the partner's letterhead is sufficient to demonstrate the match is secured.
- b. From an individual – the applicant must provide a signed letter from the individual to demonstrate the match is secured and will be committed upon grant award.
- c. From the applicant – local cash documentation must be provided through a bank statement or some other verified proof.
- d. In-kind (non-cash) sources – a narrative outlining those sources is sufficient, however, if the contribution is coming from another person or entity, a letter must be provided stating what will be contributed in order for the match to be considered secured.

Refer to the [Program Guidelines, Section 7.5.2 and Scorecard, Appendix A, § 3, Matching Funds](#)

Q12: Will Neighborhood Assistance Program (NAP) tax credits be an eligible source of match?

A12: Yes, but only if NAP tax credits have been awarded to the project.

Q13: If an Applicant has applied to another grant program for funding to use as match for this grant, but has not received an award notification, will those funds count toward the match?

A13: Yes, but the identified matching funds will not be considered "secured" which will result in reduced points according to the Scorecard.

Refer to the [Program Guidelines, Section 7.5.2](#) and [Appendix A](#)

Q14: Can acquisition of buildings or land be funded under this program?

A14: Possibly. Land or building acquisition is a capital expenditure as defined in [2 CFR § 200.1](#) (also see the definition of capital assets). As such, the

projects MUST obtain either an Engineer or Architects Estimate of Cost. Architects design buildings and oversee construction while Professional Engineers oversee the entire design-to-completion process for general infrastructure and other major works.

Please note that cost estimates from general contractors will NOT be accepted.

Q23: What should I include in the engineer/architect cost estimate?

A23: The Estimate of Cost should be prepared by a registered/licensed Professional Engineer or Architect and include the following:

- a. Line Item costs;
- b. Annual Operations and Maintenance (AOM) costs; and
- c. Be dated within six (6) months of application submittal.

ARPA

City of Columbia, MO

Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	Amount of Matching Funds						Total Budgeted Amount
			LOCAL MATCH WITH PRIOR ARPA FUNDS (CLFRF)	APPLICANT'S CASH FUNDS (INCLUDES LOANS)	APPLICANT'S NON-CASH (IN-KIND) RESOURCES	OTHER STATE AGENCY FUNDS	OTHER FEDERAL AGENCY FUNDS	PRIVATE DONATIONS	
Architectural and Engineering Fees (including design services and construction inspection)		\$ -	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00
Appraisal and Permits		\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Construction Contingency (up to 10% of project cost)		\$ -	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
New Construction, Expansion, Renovation or use Conversion (of buildings, parks and recreational facilities as well as sidewalks, crosswalks, streetlights and related)		\$ 1,250,000.00	\$ -	\$ 167,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,417,500.00
Acquisition of vacant and abandoned properties (subject to 49 CFR part 24)	209 St. James Street and 210 Orr Street	\$ -	\$ -	\$ 950,000.00	\$ -	\$ -	\$ -	\$ -	\$ 950,000.00
Total Grant		\$ 1,250,000.00	\$ -	\$ 1,250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000.00
Total Matching Funds %:		50%							
Total Project Costs:									\$ 2,500,000.00

