

**AMENDMENT to the 2017 AGREEMENT BETWEEN  
THE CITY OF COLUMBIA, MISSOURI,  
AND  
COLUMBIA FARMERS MARKET, INC.  
FOR THE OPERATION OF A FARMERS MARKET  
AT CLARY-SHY COMMUNITY PARK**

This Amendment to the 2017 Agreement between the **CITY OF COLUMBIA** ("CITY"), and **Columbia Farmers Market, Inc.**, ("CFM") is made as of the date of the last signatory noted below.

**RECITALS**

- A. WHEREAS, on December 5, 2017, CITY and CFM entered into an Agreement ("2017 Agreement") for the operation of a farmers market at Clary-Shy Community Park, Columbia, MO; and
- B. WHEREAS, the Parties hereto desire to formally amend the 2017 Agreement with this First Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the 2017 Agreement as amended or supplemented by those terms contained in this First Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2017 Agreement, as follows:

- 1. Section 1 of the 2017 Agreement shall be removed and replaced with the following:
  - "1. Purpose and Use of Property. Subject to the terms and conditions set forth herein, City shall allow CFM to operate a farmers market and related events in the MU Health Care Pavilion, 1769 West Ash Street and at designated locations on land owned by, Columbia, Missouri. The City of Columbia's Director of Parks and Recreation (hereinafter "Director") shall designate the exact location of the farmers market, parking areas and street access. CFM shall use the property solely for a farmers market and any related uses approved in writing by the Director. Unless the Parties otherwise agree in writing, violations of this section shall be considered a material breach of this Agreement."
- 2. Section 7 of the 2017 Agreement shall be removed and replaced with the following:

"7. Term. The "Term" of this Agreement shall commence on the date executed by both parties, and shall continue until December 31, 2039 (hereinafter "Initial Term"). Thereafter, the Agreement shall automatically be renewed for up to twenty (20) successive terms of one (1) year (hereinafter "Renewal Term"), unless the Agreement is terminated pursuant to the provisions of this Agreement or unless either Party provides written notice of termination at least ninety (90) days prior to the end of the then current Renewal Term. Should the City opt not to renew the Agreement for an additional Renewal Term, Director shall obtain authorization of the non-renewal by a majority vote of the City Council."

3. Section 11(b) shall be amended to include natural gas in the list of utilities included in the rent.
4. Section 12 of the 2017 Agreement shall be removed and replaced with the following:

"12. Special Events. Special events organized by CFM are anticipated to occur at the Park. CFM shall comply with the City ordinances, rules, and regulations and shall obtain any and all required permits for its special events and pay any required fees related to such special events. Notwithstanding the foregoing, there shall be no additional facility rental fees for special events which involve CFM's use of the MU Health Care Pavilion or Event Space at the Community Welcome Center during designated market hours. There shall also be no additional facility rental fees for up to twenty CFM special events at the Park that occur outside of designated market hours during each calendar year."
5. Section 22 of the 2017 Agreement shall be amended to remove the name "Mike Griggs."
6. Exhibit/Attachment B, Grant Requirements, which is attached to this First Amendment and hereby incorporated by reference, is hereby added to the list of Contract Documents contained in Section 33 of the 2017 Agreement
7. The following section 34 shall be added to the 2017 Agreement:

"34. Grant Requirements. The Parties acknowledge federal grant funding was used for the construction of the MU Health Care Pavilion. The grant agreement and requirements are set forth in Exhibit B (hereinafter, collectively "Grant Requirements").

  - a. Compliance with Grant Requirements. CFM shall comply with the applicable Grant Requirements.
  - b. Reporting. Additionally, CFM shall timely provide City with all information and data needed for the City to meet its obligations to report on program performance measures and program outcomes by the deadlines set by City's Designated Representative. The information and data CFM is required to provide include, but are not limited to, actual job

creation/retention and private investment leverage three, six and nine years after the EDA investment. CFM shall retain all records and data related to required federal reporting information until such time as all Grant Requirements and record retention requirements are satisfied. CFM shall not destroy these records without the City's written consent. Unless waived by the City's Designated Representative in writing, CFM shall provide a complete copy of all records and data related to the required federal reporting and Grant Requirements to CITY prior to destruction.

c. Any ambiguity shall be resolved in a manner which allows the parties to comply with laws and Grant Requirements."

8. All other terms of the 2017 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to the 2017 Agreement, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager  
Date: \_\_\_\_\_



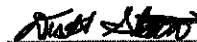
ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

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

**COLUMBIA FARMERS MARKET, INC.**

By:   
Dustin Stanton (Mar 27, 2024 13:40 CDT)  
Name: Dustin Stanton  
Title: President  
Date: 27/03/2024

ATTEST:

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

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

<p>FORM CD-450 (MULTI) U.S. DEPARTMENT OF COMMERCE (REV. 10/18)</p> <h2 style="text-align: center;">FINANCIAL ASSISTANCE AWARD</h2> <p><b>RECIPIENT NAME</b> City of Columbia</p> <p><b>STREET ADDRESS</b> 701 East Broadway CITY, STATE, ZIP CODE Columbia, MO, 65201-4465</p> <p><b>RECIPIENT NAME</b> Columbia Farmers Market, Inc.</p> <p><b>STREET ADDRESS</b> 1769 West Ash St CITY, STATE, ZIP CODE Columbia, MO, 65203-2105</p> <p><b>AUTHORITY</b> Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)</p> <p><b>CFDA NO. AND NAME</b> 11.307 Economic Adjustment Assistance - FY 2021 American Rescue Plan Act EAA NOFO</p> <p><b>PROJECT TITLE</b> Columbia's Agriculture Park: Economic Development and Food Supply Chain Stabilization in mid-Missouri</p>	<p><input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT</p> <p><b>FEDERAL AWARD ID NUMBER</b> 05-79-06150 (URI:118015)</p> <p><b>PERIOD OF PERFORMANCE</b> 3/15/22-9/15/26</p> <p><b>FEDERAL SHARE OF COST</b> \$ \$ 1,280,272.00</p> <p><b>RECIPIENT SHARE OF COST</b> \$ \$ 320,068.00</p> <p><b>TOTAL ESTIMATED COST</b> \$ \$ 1,600,340.00</p>
<p>This Award document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this offer and de-obligate the funds.</p>	
<p><input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R &amp; D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS,</p> <p><input checked="" type="checkbox"/> AS ADOPTED BY THE DEPT. OF COMMERCE SPECIFIC AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD: PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHER(S):</p>	
<p>EDA Construction Standard Terms and Conditions - effective March 22, 2021; Compliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"</p>	
<p><b>SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER</b>      <b>DATE</b></p> <p>ANGELA MARTINEZ      Digitally signed by ANGELA MARTINEZ      3/15/22 Date: 2022.03.18 18:25:24 -0600</p> <p><b>PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>      <b>DATE</b></p> <p>De'Carlon Seewood      5-18-2022</p> <p>De'Carlon Seewood, City Manager      3/15/22</p> <p><b>PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>      <b>DATE</b></p> <p>Corrina Smith, Executive Director      3/15/22 4/20/22</p>	
<p>Approved to form:  <span style="float: right; border: 1px solid black; padding: 2px;">RW</span></p> <p style="text-align: center;"><small>DA01 CD450 7080 400</small></p> <p>City Counselor</p>	



United States Department of Commerce  
Economic Development Administration  
Denver Regional Office  
1244 Speer Boulevard, Suite 431  
Denver, Colorado 80204

March 22, 2022

In reply refer to:  
Investment No.: 05-79-06150

Matthew Lue  
Director Finance  
701 East Broadway  
Columbia, MO, 65201-4465

Corrina Smith  
Executive Director  
1769 West Ash St  
Columbia, MO, 65203-2105

Dear Mr. Lue and Ms. Smith,

The Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$1,280,272 EDA investment for the Columbia's Agriculture Park: Economic Development and Food Supply Chain Stabilization in mid-Missouri.

The signed Financial Assistance Award is enclosed. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on the signed Financial Assistance Award. The executed copy should be returned to the Economic Development Administration. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void. Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher-wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

EDA shares your expectations regarding the impact of this investment and looks forward to working with you to meet the economic development needs of your community.

Sincerely,

A handwritten signature in black ink that reads "Angela B. Martinez".

Angela B. Martinez  
Regional Director  
Denver Regional Office

Cc: Steve Castaner, EDA



SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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**ARP Act, CONSTRUCTION PROJECTS:** Economic Adjustment Assistance Program as authorized by Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

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<b>Project Title: Columbia's Agriculture Park: Economic Development and Food Supply Chain</b>	
<b>Recipients Name:</b> City of Columbia, Columbia Farmers Market, Inc.	<b>Project Number:</b> 05-79-06150

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project will consist of constructing two additions connected to the east and west side of the existing Columbia Farmers Market open-air pavilion. The total addition will be approximately 18,400 square feet of a metal pavilion over existing covered concrete.

2. The Authorized Representative's name, title, address, and telephone number are:

Matthew Lue City of Columbia Phone: (573)-874-7368 Email: <a href="mailto:matthew.lue@como.gov">matthew.lue@como.gov</a>	Director of Finance 701 East Broadway Columbia, MO, 65201-4465
Corrina Smith Columbia Farmers Market, Inc. Phone: (573)-823-6889 Email: <a href="mailto:manager@columbiafarmersmarket.org">manager@columbiafarmersmarket.org</a>	Executive Director 1769 West Ash St. Columbia, MO, 65203-2105

The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Angela B. Martinez Regional Director Phone: 303-844-3909 Email: <a href="mailto:AMartinez@eda.gov">AMartinez@eda.gov</a>	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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The Federal Program Officer oversees the programmatic aspects of this Award. The Federal Program Officer is:

Cindy Edwards Area Director Phone: 303-844-5360 Email: <a href="mailto:CEdwards@eda.gov">CEdwards@eda.gov</a>	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Kelley Neumann Engineer Phone: (720) 392-6088 Email: <a href="mailto:KNeumann@eda.gov">KNeumann@eda.gov</a>	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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**3. ADDITIONAL INCLUDED DOCUMENTS:**

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- A Recipient's final completed Application including subsequently submitted documents (this item not enclosed in this Award package);

Should there be a conflict between the above referenced documents and the Specific Award Conditions (this document), the Specific Award Conditions, including any attachments, shall prevail.

**4. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Item	Due Date
Date of Award	March 15, 2022
Return of executed <i>Financial Assistance Award</i> (Form CD-450)	no later than 30 calendar days after receipt of Form CD-450
Start of Construction no later than 24 Months from Date of Award	March 15, 2024



Construction Completed no later than 48 Months from Date of Award	March 15, 2026
Authorized Award End Date 54 Months from Date of Award	September 15, 2026
Submission of final reports, including <i>Federal Financial Report</i> (Form SF-425)	no later than 120 calendar days from the Authorized Award End Date

Project Closeout – All Project closeout documents, including any required program reports, shall be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA’s taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 through 200.343, as applicable.

**5. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

**A. AWARD DISBURSEMENTS: Reimbursable basis only:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs. The “*Request for Reimbursement*” (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by emailing through secure/encrypted email to: [edagrants@noaa.gov](mailto:edagrants@noaa.gov). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

**B. REPORTS:**

- a. *Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 15 days following the end of the quarterly period.
- b. *Financial Reports:* The Recipient shall submit a “*Federal Financial Report*” (Form SF-425) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. Reports are due no later than 30 days following the end of the semiannual reporting period. Form SF-425 (and instructions for completing

this form) is available at:

<https://www.gsa.gov/portal/forms/download/149786>.

A final Form SF-425 must be submitted no more than 120 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

6. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable requirements set forth in 2 C.F.R. part 200, after Final Financial Documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 2 C.F.R. § 200.43). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or subsequently executed Form CD-451. The Federal Share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any.

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$1,280,272
Non-Federal Matching Share	\$320,068
Total Project Cost	\$1,600,340

- B. Under the terms of this Award, the total approved **Line Item Budget** is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$20,000	\$20,000
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$0	\$0
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$0	\$0
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$ 1,505,086	\$ 1,505,086

Equipment	\$0	\$0
Contingencies	\$ 75,254	\$ 75,254
Total Project Costs	\$1,600,340	\$1,600,340

7. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.
8. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be



completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

9. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 4 above.
10. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

11. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the regulations at 2 C.F.R. §§200.317 through 200.326, as applicable.
12. **BUY AMERICAN:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*,” as modified by Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers*, the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.
13. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any Award disbursement, must submit to EDA for approval a Project Administration Service Agreement for project administration services charged against the Award.

14. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, long term leases, easements, state or local government permits or other items necessary for the completion of the project in accordance with 13 C.F.R. § 314.7.
15. **USEFUL LIFE:** The Estimated Useful Life of this project is hereby determined to be 15 years from the date of Award.
16. **FIRST PRIORITY UNSUBORDINATED LIEN OR COVENANT OF FEDERAL SHARE:** Prior to initial disbursement of funds by EDA, Recipient shall execute a first priority unsecured lien in favor of EDA, declaring EDA's interest in the property acquired or improved, in whole or in part, with the funds made available through this Award. This lien must be perfected and placed of record in the real property records of the jurisdiction in which the property is located. If EDA determines, in its sole discretion, that there is a legal impediment to the Recipient's grant of a first priority lien to EDA, EDA may instead accept a Covenant of Purpose, Use and Ownership, in a form satisfactory to EDA, recorded with the appropriate jurisdiction.

The Recipient further agrees that, in the event that it alienates in any manner, any interest in the real property acquired or improved with Award funds, or no longer uses the property for the authorized purpose of the Project, EDA shall be entitled to recover damages. EDA's regulations at 13 CFR part 314 provide that, upon disposition, encumbrance or unauthorized use of the property acquired or improved with Award funds, at the sole discretion of EDA, EDA shall be entitled to a recovery based upon the Award amount, the amount of funds actually disbursed under the Award, or the ratio of the percentage of EDA's participation in the total cost of the Project to the fair market value of the property at the time of disposition, encumbrance or unauthorized use plus costs and interest.

This lien or covenant must remain in effect through the Estimated Useful Life of the Project. Alienation shall include but not be limited to sale, lease, rent, option or mortgage, with the exception of those leases or rental agreements which EDA approves, in writing, if applicable under this Award.

17. **HISTORICAL AND ARCHAEOLOGICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer (SHPO) and EDA and follow the SHPO's instructions for the preservation of resources.
18. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and



disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a "primary beneficiary" if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

19. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

20. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within sixty days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient. Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and

- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

21. **LEAD RECIPIENT DESIGNATION AND OBLIGATIONS:** This Award is made to multiple Recipients as identified in the Form CD-450. EDA has requested that one of the Recipients be designated as the Lead Recipient to facilitate the administration of this Award. The Recipient named first on the Form CD-450 agrees to be designated as Lead Recipient. The Co-Recipients acknowledge, agree with and consent to this designation. The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by EDA to the Lead Recipient. The Lead Recipient agrees to be solely responsible for the further disbursement of all such funds received from EDA pursuant to this Award strictly in accordance with the Authorized Budget that is part of this Award and all applicable requirements of EDA as identified and set forth on the Form CD-450. The Lead Recipient further agrees to be solely responsible for collecting all data and information, including but not limited to coordinating the collection of any and all data and information from other Co-Recipients, and preparing all reports required to be submitted to EDA pursuant to this Award. Any changes to the Lead Recipient designation, including replacement of the Lead Recipient, require advance approval by EDA and will be memorialized through the execution of a Form CD-451.