Grant Agreement

Between

State of Missouri
Department of Economic Development

And

City of Jefferson Missouri

2020-CF-CV18

April 07, 2022
SECTION 1: INTRODUCTION AND GRANT REQUIREMENTS

1.1 Introduction:

1.1.1. This Grant Agreement, by and between the Department of Economic Development, an executive branch agency of the State of Missouri (DED), and The City of Jefferson Missouri (Grantee) is for the provision of improvements under the Community Development Block Grant (CDBG) Program, as further defined in the "Scope of Services and Deliverables."

1.1.2. This Grant Agreement is made pursuant to the authority of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended ("the Act"), codified at 42 U.S.C. § 5301, et seq., and commonly referred to as the Community Development Block Grant Program ("CDBG").

1.1.3. The following additional documents are incorporated by reference as part of this Grant Agreement:

1.1.3.1. The Grantee's submissions for CDBG assistance;

1.1.3.2. The Statement of Assurances;

1.1.3.3. The Grant Budget;

1.1.3.4. The Act, as now in effect and as may be amended from time to time;

1.1.3.5. Department of Housing and Urban Development ("HUD") regulations at 24 CFR Part 570, as amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in this agreement and in Federal Register notices published as of the date of this Agreement or in the future;

1.1.3.6. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 ("Section 3"), codified at 12 U.S.C.
1.1.3.7. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as may be amended from time to time;

1.1.3.8. DED’s current Consolidated Plan and Annual Action Plan, pursuant to 24 CFR Part 91, as amended;

1.1.3.9. The State’s CDBG Administrative Manual;

1.1.3.10. The State’s CDBG Policies and Procedures Implementation Manual;

1.1.3.11. The State’s CDBG Guidelines;

1.1.3.12. The federal award identification worksheet;

   If the Funding Assistance amount is over $100,000, the Certification Regarding Government-Wide Restriction on Lobbying; and

1.1.3.13. The DED Funding Approval form.

1.1.4. Key Dates and Deadlines:

1.1.4.1. The effective date of the Grant Agreement shall be the Grant Award date set forth in the DED Funding Approval form (“Effective Date”).

1.1.4.2. The Project is funded by one or more federal grants, identified in Section 9 of the Funding Approval Form. Each federal grant has a deadline after which the funds from the grant can no longer be expended (“Federal Grant Deadline”), as set forth below:

<table>
<thead>
<tr>
<th>Federal Grant No. identified in Section 9 of Funding Approval Form</th>
<th>Federal Grant Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-20-DW-29-0001</td>
<td>August 23, 2027</td>
</tr>
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</table>

1.1.4.3. Expenditure Deadline: All expenditures of CDBG funds under this Grant Agreement must be completed no later than three (3) years from the Effective Date, EXCEPT THAT if the Federal Grant Deadline above is an earlier date, the funds
attributable to that federal grant must be expended by the applicable Federal Grant Deadline.

1.1.4.4. Final invoice and grant distribution reconciliation report for each Federal Grant source must be submitted no later than 60 days after the Expenditure Deadline as set forth in Section 1.1.4.3.

1.1.4.5. The Project must be completed three years from the Effective Date ("Project Completion Deadline") (also set forth in Section 1.2.3).

1.1.4.6. All Project closeout documents must be submitted no later than sixty (60) days after the Project Completion Deadline.

1.1.4.7. Grantee shall adhere to the deadlines for the project. In the event that the Grantee is unable to meet a deadline, the Grantee shall request an extension of such deadline from DED in writing no later than five business days prior to the deadline. Deadlines for expenditures may not be extended beyond the Expenditure Deadline.

1.2 General Requirements:

1.2.1 DED will make available the funding assistance specified in the attached DED Funding Approval form (the "Funding Assistance") to the Grantee for completion of the project identified on the Grantee’s CDBG Program Application (the "Project"). The obligation and utilization of the Funding Assistance is subject to the requirements for a release of funds by DED under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.

1.2.2 The Grantee agrees to accept responsibility for adherence to this Grant Agreement by any and all subrecipient entities to which it makes available any portion of the Funding Assistance.

1.2.3 The Grantee agrees that it will complete the Project no later than three years from the Effective Date set forth in Section 1.1.4 ("Project Completion Deadline").

1.2.4 The Grantee agrees that it will adhere to the projection of grant expenditures by activity as submitted with the application.

1.2.5 The Grantee agrees that its disbursement of funds must occur in a timely manner. If any payment takes longer than three days (as provided in the
financial chapter of the CDBG Program Administrative Manual), the Grantee will maintain a written explanation for such delay.

1.2.6 The Grantee agrees to conduct the Project in such a manner to ensure timely expenditure of funds and accomplishment reporting. The Grantee agrees to submit updates regarding expenditure projections on a quarterly basis.

1.2.7 The Grantee warrants that its internal financial controls will be followed with respect to all activities conducted pursuant to this Grant Agreement, and that such controls are adequate. The Grantee agrees to establish and maintain a financial management system in order to provide accurate, current, and complete disclosure of the financial status of the CDBG Program funded Project by eligible program activity. The Grantee agrees to provide effective control over and accountability for CDBG Program funds, property, and other assets, including proper segregation of duties.

1.2.8 The Grantee agrees to comply with the principles for determining allowable costs found in 2 CFR Part 200 (as made applicable by 24 CFR 570.489).

1.2.9 The Grantee will:

a. Identify the total need of assistance,

b. Identify the total of all available assistance,

c. Identify the assistance determined to be not available for the same purpose /activity,

d. Perform calculations determining the total funds available from other sources,

e. Perform calculations determining the maximum eligible award,

f. Require all applicants to sign a subrogation agreement to repay any assistance later received for the same purpose, and

g. Recapture funds, if necessary, including but not limited to situations when funds were expended in excess of the need and duplicative other assistance received by the beneficiary for the same purpose.

1.2.10 The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to the Funding Assistance at any reasonable time.
1.2.11 The Grantee agrees that all funds received under this Grant Agreement shall be held and used by the Grantee for the sole purpose of accomplishing the Project, and none of the funds so held or received shall be diverted to any other use or purpose.

1.2.12 The Grantee agrees that any material prepared by the Grantee, or by persons or firms employed or contracted by the Grantee, in connection with this Grant Agreement shall not be subject to copyright, and DED shall have the unrestricted authority to publish, distribute, or otherwise use, in whole or in part, any reports, data, or other material prepared under this Grant Agreement.

1.2.13 The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by DED or the State of Missouri, and neither shall be responsible for fulfillment of the Grantee's obligations.

1.2.14 The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.

1.2.15 The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, and also agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

1.2.16 The Grantee agrees to comply with all reporting requirements of the HUD performance measurement or financial systems, including but not limited to the Integrated Disbursement and Information System ("IDIS"). DED may suspend requests for CDBG Program funds by the Grantee for failure to comply with any specific requirement of such reporting.

1.2.17 The Grantee agrees to comply with the State's procedures and policies to prevent and detect fraud, waste, and abuse. The Grantee acknowledges that a subrecipient's or service provider's systems used to administer CDBG funds will be monitored to ensure that adequate protections against fraud and misuse of funds are in place.
1.2.18 The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri’s wetlands.

1.2.19 The Grantee agrees to obtain and comply with all relevant state and federal permits and licenses related to construction and operation of any development activity funded by CDBG Program. The Grantee agrees and understands that copies of those permits and licenses shall be made available to DED or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict Grantee access to the Funding Assistance.

1.2.20 In the event that the Grantee has, in DED’s sole discretion, failed to comply with this Grant Agreement or any other CDBG program requirement, the Grantee shall perform any remedial actions determined appropriate by DED to correct the deficiency, which actions may include, but are not limited to:

a. The Grantee’s repayment or reimbursement to the State or local CDBG Program fund (at DED’s discretion) of inappropriately used CDBG funds;

b. The Grantee’s return to the State of CDBG Program funds deposited at the Grantee’s local financial institution; and

c. The Grantee’s return to DED or the supplier of any equipment, materials, or supplies purchased or leased using CDBG Program funds.

1.2.21 Such actions shall be performed by the Grantee in the time period specified by DED in writing to the Grantee. DED may also refuse the Grantee’s requests for CDBG Program funds or take other actions as DED deems appropriate to ensure proper performance of the terms of this Grant Agreement and compliance with CDBG Program requirements.

1.2.22 DED may terminate this Grant Agreement in whole or in part, at any time, including before Project completion, if it determines that the Grantee has failed to comply with the conditions of this Grant Agreement. DED shall notify the Grantee in writing of any such determination and the reasons for the termination, together with the effective date. The Grantee shall not obligate the Funding Assistance in any way after the effective date of the termination of the Grant Agreement, and it shall be the Grantee’s duty to take any and all legal
efforts to cancel any obligations outstanding with respect to the Funding Assistance upon termination.

1.2.23 The provisions of this Grant Agreement are binding upon each party’s successors and permitted assigns.

1.2.24 The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969, and in 24 CFR Part 58.

1.2.25 The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k), and 105(a) (11) of the Act.

1.2.26 The Grantee agrees the use of CDBG Program funds for relocation activities must meet accessibility standards, provide reasonable accommodations to persons with disabilities, and take into consideration the functional needs of persons with disabilities in the relocation process.

1.2.27 The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35, state statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 through 701.349, RSMo, Work Practice Standards at 19 CSR 30-70, and OSHA regulations at 29 CFR Part 1926.

1.2.28 The Grantee agrees to comply with HUD’s regulations implementing Section 3, at 24 CFR Part 75, as may be amended from time to time. The regulations at 24 CFR Part 75 are applicable to projects for which assistance or funds are committed on or after July 1, 2021.

1.2.29 The Grantee agrees to comply with the stricter of the procurement requirements between applicable state and local laws and the CDBG program procurement policy, as set forth in the CDBG Administrative Manual.

1.2.30 If the Grant Award is for the CDBG Voluntary Buyout program, the Grantee agrees to the state’s guidelines for a voluntary buyout program, either funded in full or partially funded by CDBG funds. The guidelines must meet the minimum policy requirements for the CDBG Program.
1.2.31 If the Project is for the CDBG Voluntary Buyout program, the Grantee agrees that all real estate purchased in the name of the Project must have open space deed restrictions in perpetuity.

1.2.32 The Grantee agrees to the state's grievance and appeals policy handling incoming complaints, and includes a complaint escalation process in order to ensure that complaints are properly resolved.

1.2.33 The Grantee agrees to comply with affordability periods for housing assistance programs as stated in the most relevant Federal Registers and CDBG Program policy.

1.2.34 The Grantee hereby certifies that the Grantee will administer funded program activities in accordance with the Fair Housing Act and that the Grantee will affirmatively further fair housing.

1.2.35 The Grantee agrees to comply with federal labor standards requirements as defined in the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and the Missouri Prevailing Wage Law.

1.2.36 The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo with respect to employees working in connection with the Project.

1.2.37 The Grantee agrees not to use the services of any contracting organization which is, or whose principals are, suspended or debarred from federal programs.

1.2.38 The Grantee agrees that any program income generated by the use of CDBG Program funds (including, but not limited to, sale of property acquired or constructed in whole or in part with CDBG Program funds) will be used for CDBG Program eligible activities that meet a HUD national objective, if approved by DED in its sole discretion, or else returned to DED. The Grantee also agrees that it will inform DED of the generation of any program income after the closing of the Project. Program income generated while the Project remains open and active must be used for CDBG-eligible costs prior to drawing additional CDBG Program funds for those costs.

1.2.39 The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG Program Guidelines.
1.2.40 The Grantee agrees to comply with the Missouri CDBG Grantee Language Access Plan Guidance to develop and adopt a Language Access Plan in order to provide Limited English Proficient ("LEP") persons with meaningful access to programs and activities funded by the federal government and awarded by DED.

1.2.41 The protection of Personally Identifiable Information ("PII") data applies to all CDBG Program Grantees, subrecipients, and contracted agents. The Grantee agrees to implement PII protection as set forth in the CDBG Program PII Policy. The Grantee shall cause each such sub-recipient and contracted agent to execute the CDBG PII Policy and provide the executed copy to DED. Non-compliance may cause penalties for future grant awards.

1.2.42 The Grantee agrees that any and all amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.

1.2.43 The Grantee agrees that any proposed activity budget variances (from the Funding Approval form) must be approved by DED in writing, in the sole discretion of DED, prior to an obligation of funds for such activity. Any desired variance shall be approved by the Grantee’s governing body in advance of such an obligation of funds.

1.2.44 The Grantee agrees to complete the Project in its entirety and as indicated in the Funding Approval form.

1.2.45 The Grantee agrees to comply with all legal or administrative requirements imposed by or described in the CDBG Program Administrative Manual and the CDBG Program Guidelines. The Grantee is aware that this includes, but is not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG Program-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Program Administrative Manual. Real property, acquired or improved in whole or in part with CDBG Program funds, must continue to meet the CDBG Program national objective for a period not less than five years from the date of Project closeout.

1.2.46 The Grantee agrees that upon Project completion, any CDBG Program funds remaining from the allocation indicated in the Funding Approval
form shall be returned to DED if they have been drawn to the Grantee’s local depository, or cancelled if such funds have not been drawn.

1.2.47 The Grantee agrees to comply with 2 CFR Part 200, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984, as amended, and to provide DED with all required audits. The Catalog of Federal Domestic Assistance ("CFDA") number for state CDBG Program grants is 14.228.

1.2.48 The Grantee shall obtain prior approval from DED before purchasing any equipment or motor vehicles under this Grant Agreement.

1.3 Duplication of Benefits:

1.3.1 The Grantee agrees to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121-5207), as amended, and the "necessary and reasonable" cost principles found in 24 CFR Part 570 and in OMB Circulars as they relate to the responsibility to recognize, investigate, determine, and account for any duplication of benefits for any project funded with CDBG or CDBG-DR Program funds in response to a disaster or emergency. The Grantee understands it may be subject to a demand for repayment to the DED for any amount of CDBG Program funding found to have duplicated another federal, state, or local program or private insurance.

1.3.2 The Grantee agrees to comply with the hierarchy of disaster assistance (as described in the Duplication of Benefits chapter of the CDBG Program Administrative Manual) and shall take all steps to ensure that CDBG Program funds are not used in a manner that disrupts that hierarchy. Such a disruption that results in a duplication of benefits shall be cause for repayment of CDBG Program funds.

1.3.3 The Grantee agrees to gather and retain documentation to prove the avoidance of a duplication of benefits as part of the Grantee’s master files, and to make such proof available to DED or HUD staff as requested. Duplication of benefit records kept by the Grantee include all documents related to the Project, records for projects for which the Grantee may have sponsored an application on behalf of a sub-recipient, and all records related to each subrecipient or direct beneficiary of CDBG Program funds.
1.4 Payment Terms and Conditions:

1.4.1 Maximum Grant Amount: The Grant award amount under this Agreement is $575,760. This amount will not change unless an Amendment to the Grant is submitted and approved by DED.

1.4.2 Payment Methodology: The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the amount established in Section 1.4.1. The Grantee shall submit invoices prior to any reimbursement of allowable costs.

1.4.3 Travel Compensation: Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the State Comprehensive Travel Regulations, as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget amount for such costs.

1.5 Invoice Requirements:

1.5.1 The Grantee shall invoice DED no more than once monthly with all necessary supporting documentation, and present such to CDBG Program PO BOX 118 Jefferson City, MO 65102-118

1.5.2 Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

   a. Invoice/Reference Number (assigned by the Grantee);
   b. Invoice Date;
   c. Invoice Period (to which the reimbursement request is applicable);
   d. Grant Agreement Number (assigned by DED);
   e. Grantor: State of Missouri Department of Economic Development;
   f. Grantee Name;
   g. Grantee Remittance Address;
   h. Grantee Contact for Invoice Questions (name, phone, and fax, if available)
   i. Itemization of Reimbursement Requested for the Invoice Period detailing, at minimum, all of the following:
      • The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which
documentation and receipts, as required by State Comprehensive Travel Regulations, are attached to the invoice).

- The amount reimbursed by Grant Budget line-item to date.
- The total amount reimbursed under the Grant Agreement to date.
- The total amount requested (all line-items) for the Invoice Period.

1.5.3 The Grantee understands and agrees:

a. An invoice under this Grant Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Agreement and shall be subject to the Grant Budget and any other provision of this Grant Agreement relating to allowable reimbursements;

b. An invoice under this Grant Agreement shall not include any reimbursement request for future expenditures; and

c. An invoice under this Grant Agreement shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Grant Agreement.

1.6 Disbursement:

1.6.1 Disbursement Reconciliation: The Grantee shall submit a final invoice and a grant distribution reconciliation report no later than 60 days of the Expenditure Deadline as set forth in Section 1.1.4.3 in form and substance reasonably acceptable to DED.

1.6.2 If total disbursements to the Grantee pursuant to this Grant Agreement exceed the amount permitted, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

1.6.3 DED shall not be responsible for the payment of any invoice submitted to DED after the grant disbursement reconciliation report. Any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report will not be paid.

1.6.4 The Grantee’s failure to provide a final grant disbursement reconciliation report to DED as required by this Grant Agreement shall result in the Grantee being deemed ineligible for reimbursement under this Grant
Agreement, and the Grantee shall be required to refund any and all payments by pursuant to this Grant Agreement.

1.7 **Other Requirements:**

1.7.1 The Grantee must close out its accounting records with respect to each federal grant source in Section 9 of the Funding Approval form at the end of the applicable Expenditure Deadline in such a way that reimbursable expenditures and revenue collections are not carried forward.

1.7.2 **Indirect Cost:** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to DED a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grantee project budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional, once the rate become final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds DED agrees to remit any underpayment to the Grantee.

1.7.3 **Cost Allocation:** If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of this Grant Agreement.

1.7.4 **Payment of Invoice:** A payment by DED shall not prejudice DED’s right to object to or question any reimbursement, invoice, or related matter. A payment by DED shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

1.7.5 **Non-Allowable Costs:** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Agreement, to constitute unallowable costs.
1.7.6 State’s Right to Set Off: DED reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Agreement or under any other agreement between the Grantee and the State of Missouri under which the Grantee has a right to receive payment from the State.

1.7.7 Prerequisite Documentation: The Grantee shall not invoice DED under this Grant Agreement until the Grantee has completed, signed, and returned the DED-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee’s Federal Employer Identification Number or Social Security Number referenced in the Grantee’s Edison registration information.

**SECTION 2:**

**SCOPE OF SERVICES AND DELIVERABLES**

2.1 **Scope of Work:**
2.1.1 The Grantee shall provide the scope of work and deliverables (or "Scope") as required, described, and detailed in this Grant Agreement.

2.1.2 The Grantee shall utilize funds for activities in accordance with the description of the project in the State of Missouri’s approved application.

2.1.3 The Grantee shall adhere to the scope of work defined in Section 10 of the CDBG Program Funding Approval form.

2.2 **Reporting:**
2.2.1 Final report documents to be completed by the Grantee shall appear on DED’s website.

2.3 **Audit Report:**
2.3.1 In accordance with all applicable Federal and State laws, the Grantee shall be subject to being audited under such provisions. The Grantee will provided all required Audit documentation within the deadline required by the law.

2.3.2 A copy of such Missouri audit report shall be provided to DED by a licensed, independent public accountant. Audit reports shall be made available to the public.

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2.3.3 The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Agreement, and with the State’s CDBG Program Administrative Manual for the program year.

2.4 Pre-Award Requirements:
2.4.1 Federal Pre-Award Authority: The parties acknowledge that DED has the power to expend funds under this Grant Agreement in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Agreement may be predicated wholly or in part on DED’s exercise of federal pre-award authority. By accepting the terms of this Grant Agreement, the Grantee acknowledges the following:
   a. With regard to the Grantee’s activities prior to the effective date of this Grant Agreement, only those activities which meet all of the following requirements may be considered for reimbursement:
      - Activities that are reasonably related to the Scope of Services;
      - Activities in whose absence the Scope of Services could not be completed or performed; and
      - Activities that meet the relevant federal agency’s requirements for reimbursement under federal pre-award authority.

2.4.2 The Grantee understands the federal pre-award authority system and its relation to this Grant Agreement.

2.4.3 Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Agreement will be approved for federal assistance nor that will a federal agency obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.

2.4.4 It is the Grantee’s responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Agreement. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
2.4.5 To the extent that this Grant Agreement is funded through federal pre-award authority, DED's obligations of this Grant Agreement shall be void in the event that any of the following occur:

a. The Grantee fails to comply with the relevant federal agency's policies and regulations;

b. The relevant federal agency fails or refuses to finalize a grant; or

c. The relevant federal agency refuses to reimburse specific expenses incurred under pre-award authority.

2.4.6 For Disaster Recovery grant funds, the State's federal pre-award authority is applicable to the event date of the presidentially declared disaster event.

SECTION 3: TERMS AND CONDITIONS

3.1 State and Federal Compliance:
3.1.1 The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Agreement.

3.2 Standard Terms and Conditions:
3.2.1 Required Approvals: DED is not bound by this Grant Agreement until it is signed by all parties and approved by appropriate officials in accordance with applicable Missouri laws and regulations.

3.2.2 Modification and Amendment: This Grant Agreement may be modified only by a written amendment signed by all parties.

3.2.3 Nondiscrimination: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Agreement or in the employment practices of the Grantee on the grounds of handicap, disability, age, race, color, religion, sex, national origin, or any other classification protected by applicable federal, Missouri, constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscriminatory practices as required or described by DED and HUD, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
3.2.4 Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Agreement shall include the statement, “This project is funded under a grant contract with the State of Missouri.” All notices by the Grantee in relation to this Grant Agreement must be approved by DED before dissemination.

3.2.5 Licensure: The Grantee, its employees, and any subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all such licenses.

3.2.6 Strict Performance: Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions shall not be construed as a waiver of its right to strict performance of the same in any later circumstance.

3.2.7 Independent Contractor: The parties shall not act as employees, partners, or associates of one another in the performance of this Grant Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

3.2.8 DED shall have no liability to Grantee relating to the project, except as specifically provided in this Grant Agreement.

3.2.9 Force Majeure: “Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, or any other similar cause beyond the reasonable control of a party, except a strike, lockout or labor dispute. Any failure or delay by a party in the performance of any obligation under this Grant Agreement arising from a Force Majeure Event is not a default under this Grant Agreement or grounds for termination, so long as such party is exercising its reasonable best efforts to meet such obligation and only for as long as the Force Majeure Event continues.
Grantee will promptly notify the State in writing of any failure or delay caused by a Force Majeure Event within one day of the inception of the Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

3.2.10 If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight hours, DED may, upon notice to Grantee, cease payment of Funding Assistance amounts related to administrative costs until Grantee resumes performance of the affected obligations, or may immediately terminate this Grant Agreement or any purchase order, in whole or part, without further payment except for amounts then due and payable.

3.3 Subcontracting:

3.3.1 The Grantee shall not assign this Grant Agreement or enter into a subcontract for any of the services performed under this Grant Agreement without obtaining the prior written approval of DED, in DED's sole discretion. If such subcontracts are approved by DED, each shall contain, at a minimum, sections of this Grant Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," and "Public Notice" (as identified by the section and paragraph headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain ultimately responsible for all work performed.

3.4 Conflicts of Interest:

3.4.1 The Grantee warrants that no part of the Funding Assistance shall be paid directly or indirectly to an employee or official of the State of Missouri as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Agreement.

3.5 Lobbying:

3.5.1 The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of a federal 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

3.6 Communications and Contacts:
3.6.1 All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and addressed to the respective party as set below:

**CDBG:**
CDBG Program
PO Box 118
Jefferson City, MO 65102-0118
Email: MoCDBG@ded.mo.gov

**Grantee:**
City of Jefferson
320 E. McCarty
Jefferson City, MO 65101
Email: wayne@sos.mo.gov

3.6.2 Notwithstanding any other provision of this Grant Agreement which would otherwise require a contractual amendment, any substitute or additional contact information may be unilaterally effected upon written notice to each other party.
3.6.3 All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation, whichever occurs first.

3.7 **Funds Availability:**

3.7.1 The Funding Assistance is subject to the appropriation and availability of State or Federal funds. In the event that funds are not appropriated or are otherwise unavailable or insufficient, DED reserves the right to terminate this Grant Agreement upon written notice to the Grantee. DED’s termination of this Grant Agreement due to lack of funds is not a breach of this Grant Agreement. Upon receipt of such written notice, the Grantee shall cease all work associated with the Grant Agreement. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date and to the extent of appropriations. Upon such termination, the Grantee shall have no right to recover from DED any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3.8 **Closeout Funds and Outstanding Loans:**

3.8.1 The Grantee must have a system to ensure the timely transfer of program income (within the meaning of 24 C.F.R. Part 570) returned to the Grantee, as well as the timely transfer of outstanding loans or accounts receivable.

3.9 **Documentation and Record Keeping:**

3.9.1 Records to be Maintained: Grantee shall cause each sub-recipient to establish and maintain records sufficient to enable the Grantee to:

a. Determine whether the sub-recipient has complied with applicable federal statutes and regulations, as well as the terms and conditions of the Grantee’s federal award; and

b. Satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section 2 of this agreement, Scope of Services and Deliverables.

3.9.2 The Grantee should also specify the particular records or form of records that each sub-recipient must maintain in order meet recordkeeping requirements imposed by federal statute, regulation, and the terms and conditions of the Grantee’s federal award, and to assist the Grantee in
meeting its recordkeeping and reporting requirements. Such records may include, but are not limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; Records required to determine the eligibility of activities;

c. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;

d. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG regulations;

e. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and

f. Other records necessary to document compliance with this Grant Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee’s federal award.

3.10 Record Retention and Transmission of Records to the Grantee:

3.10.1 Prior to closeout of the Project, Grantee shall cause each subrecipient to transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Grant Agreement met the requirements of the federal award.

3.11 Electronic Submission to the Federal Audit Clearinghouse:

The Grantee must show that it has a system to electronically submit to the Federal Audit Clearinghouse the data collection form described in 2 CFR 200.512(b) and reporting package described in 2 CFR 200.512(c) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period.

3.12 Procurement:

3.12.1 If other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be in accordance with section 1. For each procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive
procurement method. Notwithstanding the previous sentence, in each instance when use of a competitive procurement method is not practicable nor required by section 1, Grantee must maintain a written justification for the use of a non-competitive procurement. Non-competitive procurement methods must be approved by DED.

3.12.2 Charges to Service Recipients Prohibited: The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Agreement.

3.13 Governing Law:
3.13.1 This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Missouri in actions that may arise under this Grant Agreement. The Grantee acknowledges and agrees that any rights or claims against DED or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those right and remedies allowable at law, if any. The Grantee hereby waives its right to pursue any equitable remedies related to this Grant Agreement.

3.14 Completeness:
3.14.1 This Grant Agreement contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

3.15 Severability:
3.15.1 If any term or provision of this Grant Agreement is held to be invalid or unenforceable as a matter of law, the other terms and conditions cannot be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

3.16 Debarment and Suspension:
3.16.1 The Grantee certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors, and each of their principals:
a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

b. Have not within a three year period preceding this Grant Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in the paragraph immediately above; and

d. Have not within a three year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

3.16.2 The Grantee shall provide immediate written notice to DED if at any time it learns of a material change in circumstances which would prevent it from making anew the certification in Section 3.16.1.

3.17 Equal Participation of Faith-Based Organizations:

3.17.1 The Grantee agrees to comply with all federal regulations issued pursuant to Equal participation of faith-based organizations in CDBG programs and activities under 24 CFR § 5.109.

3.18 Outsourcing, Use of Third Parties and Contract Staff for Administrative Support

3.18.1 The Grantee may engage an unrelated third party (Outsource) to provide administrative support for the grant but agrees that the Grantee retains the ultimate responsibility for grant management including but not limited to; oversight, policy development, monitoring, internal auditing, and financial management. This includes the use of contract staff to supplement Grantee activities such as; oversight, policy development, monitoring, internal auditing, and financial management. (Pub. L. 115-56)
IN WITNESS WHEREOF, the parties hereto have made and executed this Grant Agreement as of the day and year indicated on the first page.

State of Missouri Department of Economic Development

By:

Christina Carver, Division Director
Business and Community Solutions

Date signed

Grantee City of Jefferson Missouri:

By:

Carrie Tergin
Signature

Carrie Tergin
Printed Name

Mayor
Printed Title
(City Mayor, Village Board Chairman, or Presiding County Commissioner)

May 3, 2022
Date

Attest:

Emily Donaldson
Signature

Emily Donaldson
Printed name

City Clerk
Printed Title
(City, Village, County Clerk, or other official of the Grantee)

May 3, 2022
Date

Note: The Grantee’s seal must be affixed over the Grantee’s signatures. If no such seal exists, it must be properly notarized. One copy with original and printed signatures is required.
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPROVAL
under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended.

1. NAME AND ADDRESS OF GRANTEE
City of Jefferson
320 E. McCarty St.
Jackson City, Mo. 65101
Cole County

2. PROJECT NUMBER
2020-CF-CV18

3. SEN. DIST. REP. DIST.
06 60

4. POPULATION
43,079

5. NO. OF BENEFICIARIES
P 2354 F 953

6. GRANT AWARD DATE
04/07/22

7. GRANTEE FYE DATE
10/31

8. MAXIMUM CDBG GRANT AMOUNT AWARDED
$575,760

9. FEDERAL AWARD IDENTIFICATION NUMBER
B-20-DW-29-0001

NATIONAL OBJECTIVE: LMI Census
LMI PERSONS: 65.0%
LMI FAMILIES: 65.0%

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(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Notice of Removal of Grant Conditions" is issued by DED.

PREPARED BY
JH Sanning

DATE
04/22/22

10. PROJECT DESCRIPTION (indicate specific scope of each activity regardless of funding source)
The renovation and rehabilitation of 101 Jackson Street. The facility will consist of separate living facilities, kitchens, and bathrooms with proper air ventilation to help safeguard against COVID transmission. This project would add five apartments, including at least one handicap accessible unit and 12 bedrooms.