

## GRANT AGREEMENT

### Missouri ARPA Local Tourism Asset Development 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* City of Sedalia	PROJECT NAME Liberty Stadium - Dey Field
STATE OF ORGANIZATION MO	TYPE OF ENTITY Municipality or county
EIN 446000263	SAM.GOV UNIQUE ENTITY IDENTIFIER NBRKXF5U79J4
FEDERAL AWARD ID NUMBER SLFRP4542	CFDA NUMBER AND NAME 21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM SUBAWARD* \$1,286,985	COST SHARING RATIO* 1:1 (Program Funds:Local Match)
	MO CONTRACT NUMBER 34418096
DATE OF AWARD* April 7, 2023	PERIOD OF PERFORMANCE* March 3, 2021 through June 30, 2026
NOTICE TO SUBRECIPIENT*  Attn: Kelvin L. Shaw Title: City Administrator Street: 200 South Osage Avenue City, State, Zip: Sedalia, MO 65301 Phone: 1-660-827-3000 Email: kshaw@sedalia.com	NOTICE TO DED*  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: <a href="mailto:Bradley.Clark@ded.mo.gov">Bradley.Clark@ded.mo.gov</a>

## **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, including by providing assistance to "impacted industries such as tourism, travel, and hospitality."
- 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, \$30,000,000 in SFRF funds to DED for local tourism development for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.100, 2022).
- 2.6. DED established the Missouri ARPA Local Tourism Asset Development Grant Program, a competitive grant program ("Program"), to provide federal financial assistance to further the statewide recovery of the tourism, travel, and hospitality industries from the negative economic impact of the COVID-19 pandemic.
- 2.7. DED issued guidelines for the Program on or about October 5, 2022.
- 2.8. From October 14 to December 14, 2022, DED accepted applications from interested applicants.
- 2.9. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").
- 2.10. Subrecipient submitted an application for a local tourism asset development project, and DED approved the project for funding.
- 2.11. 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 described in section 2.9 of this Agreement, 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 3 to this Agreement.
- (e) "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.
- (f) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Local Tourism Asset Development Grant, Program Guidelines", and described in section 2.7 of this Agreement.
- (g) "Project" means the local tourism asset development project as set forth in Subrecipient's Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.
- (h) "Project Cost" has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.
- (i) "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.
- (j) "RSMo" means the Revised Statutes of Missouri.

- (k) "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.
- (l) "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.
- (m) "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.
- (n) "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.
- (o) "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.
- (p) "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,
- (q) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (r) "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 Administrative FAQs (<https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>); and Subrecipient's Final Project Budget (Exhibit 3); 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); and
  - (g) 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 paid 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 3);
  - (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 3), 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 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 3), 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):
    - iii. Invoice/reference number (assigned by Subrecipient);
    - iv. Invoice date;
    - v. Invoice period (to which the reimbursement request is applicable);
    - vi. MO Contract Number (from section 1 of this Agreement);
    - vii. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
    - viii. Subrecipient name;
    - ix. Subrecipient remittance address;
    - x. Subrecipient contact for invoice questions (name, phone, and email, if available); and
    - xi. 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 Disproportionately 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 (tourism industry organizations) served/benefitted from the project
(8)	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
(9)	Information as set forth in section 10 of this Agreement, if applicable
(10)	Other information as reasonably required by DED
(11)	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 13.1 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.

- (a) 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.
- (b) 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.

**Department of Economic Development**

By:

\_\_\_\_\_  
Maggie Kost, Acting Director

\_\_\_\_\_  
Date signed

**Subrecipient** City of Sedalia

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date signed

## Exhibits

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



Missouri Department of  
Economic Development

# LOCAL TOURISM ASSET DEVELOPMENT GRANT

## Program Guidelines

### Table of Contents

1. Purpose.....	3
2. Timeline.....	3
3. Funding Categories.....	4
4. Applicants.....	4
4.1 Eligible Applicants.....	4
4.2 Ineligible Applicants.....	5
5. Beneficiaries.....	5
5.1 Eligible Beneficiaries.....	5
5.2 Ineligible Beneficiaries.....	6
6. Activities.....	6
6.1 Eligible Activities.....	6
6.2 Ineligible Activities.....	7
7. Project Budget.....	7
7.1 Eligible Time Period.....	7
7.2 Minimum and Maximum Awards.....	7
7.3 Eligible Costs.....	8
7.3.1 Capital Expenditures.....	9
7.4 Ineligible Costs.....	9
7.5 Matching Funds.....	10
7.5.1 Eligible Match.....	10
7.5.3 Documenting Matching Funds.....	10
7.6 Labor Practices/Reporting Requirements.....	11
8. Selection Criteria.....	11

8.1 Eligibility Requirements .....	11
8.2 Scoring Factors .....	12
8.2.1 Scoring Process .....	13
9. Application Preparation .....	13
9.1.2 Submitting Multiple Applications .....	13
9.2 Required Documentation .....	13
9.3 Required Narrative.....	13
9.3.1 Project Overview Narrative .....	13
9.3.2 Past Performance Narrative .....	14
9.3.3 Budget.....	14
9.3.4 Accounting and Financial Systems Narrative.....	14
9.3.5 Economic Impact Narrative .....	14
10. Agreements .....	15
10.1. Grant Agreement .....	15
Appendix A: Scorecard .....	17
Appendix B: Required Documentation .....	23
B.1 Application Requirements and Documentation .....	23
B.2 Letters of Support .....	24
B.3 Treatment of Capital Expenditures .....	24

# PROGRAM GUIDELINES

## Local Tourism Asset Development Grant Program

### 1. PURPOSE

The Local Tourism Asset Development Grant Program (Program) supports public/private partnerships intended to further the statewide recovery of the tourism, travel, and hospitality industries (Tourism Industry) from the negative economic impact of the COVID-19 pandemic. This competitive grant program will support high priority local projects such as:

1. Upgrades to indoor and outdoor Tourism Industry facilities.
2. New indoor and outdoor Tourism Industry facilities for which the planning, development, and/or construction was delayed due to the negative economic impact of COVID-19 (supporting documentation tying the negative economic impact to the delay is required).
3. Rehabilitation, renovation, maintenance or costs to secure vacant or abandoned property to reduce their negative impact and position the property for current Tourism Industry uses.

The Missouri General Assembly appropriated \$30 million to the Department of Economic Development (DED) in House Bill 3020 at § 20.100 (2022).

The Program is funded through the U. S. Department of the Treasury (Treasury) Coronavirus State Fiscal Recovery Fund (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.

October 5, 2022 | Program guidelines published  
October 14, 2022 | Application cycle opens  
December 14, 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 that Applicants are competing against similarly sized organizations across the State, the Program is allocating funding based on a measure used in the Missouri Division of Tourism's Cooperative Marketing Program for Fiscal Year 2023. The measure is "County Tourism Level" as is based on tourism expenditures, tourism jobs, marketing information and other data. A County Tourism Level funding category map is [here](#).

#### **Category 1**

County Tourism Levels 1 – 5  
Available Funds: \$10 million

#### **Category 2**

County Tourism Levels 6 – 8  
Available Funds: \$14 million

#### **Category 3**

All counties not included in the above County Tourism Levels  
Available Funds: \$6 million

*If the eligible applications in a funding category will not use up the available funds for that category, DED will 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.*

### **4. APPLICANTS**

Applicants are the entities receiving funds from the State to carry out the proposed Local Tourism Asset Development project. Applicants may:

- 1) Apply for funds for themselves for the purpose of developing local tourism assets to benefit the local Tourism Industry.
- 2) Apply for funds on behalf of one or more specific organizations within the Tourism Industry (see [section 5.1](#) of these Guidelines) to develop local tourism assets.

#### **4.1 ELIGIBLE APPLICANTS**

The following are eligible to apply for the Program:

1. Destination Marketing Organizations (DMOs)
2. Convention & Visitors Bureaus
3. Municipalities and counties
4. Other nonprofit organizations that, by primary mission or charter, engage in tourism activities.
5. Chambers of Commerce (Eligible only in geographic areas under the Funding Category titled "Category 3")

#### 4.2 INELIGIBLE APPLICANTS

The following are ineligible to apply for the Program:

1. For-profit businesses
2. Entities that are debarred or suspended from participation in federally funded programs.

### 5. BENEFICIARIES

Each Project must serve one (or more) Tourism Industry attractions and organizations that were operating prior to the COVID-19 pandemic and affected by required closures and other efforts to contain the pandemic.

#### 5.1 ELIGIBLE BENEFICIARIES

ARPA and the Treasury regulations identify the Tourism Industry as being presumptively negatively economically impacted by the COVID-19 pandemic, and therefore eligible for Program funds. Aid may only be provided to support attractions and organizations in the Tourism Industry that were in operation prior to the pandemic, and affected by required closures or other efforts to contain the pandemic.

Organizations in the Tourism Industry include:

1. Destination Marketing Organizations (DMOs), including Convention & Visitors Bureaus, Chambers of Commerce, and other nonprofit organizations that, by primary mission or charter, engage in tourism activities.
2. Municipalities and counties owning and operating Tourism Industry assets.
3. Organizations owning and operating Tourism Industry assets, including but not limited to those with the following NAICS codes:  
487110 – Scenic and Sightseeing Transportation, Land  
487210 – Scenic and Sightseeing Transportation, Water

487990 – Scenic and Sightseeing Transportation, Other  
711110 – Theater Companies and Dinner Theaters  
712110 – Museums  
712130 – Zoos and Botanical Gardens  
712190 – Nature Parks and Other Similar Institutions  
713110 – Amusement and Theme Parks  
713920 – Skiing Facilities  
713990 – All Other Amusement and Recreation Industries  
721110 – Hotels (except Casino Hotels) and Motels  
721120 – Historical Sites  
721191 – Bed and Breakfast Inns  
721199 – All Other Traveler Accommodation  
721211 – RV (Recreational Vehicle) Parks and Campgrounds  
721214 – Recreational and Vacation Camps  
713930 – Marinas

Additional organizations may be considered as eligible beneficiaries if justification is provided that the organization generates Tourism Industry-related revenues.

## 5.2 INELIGIBLE BENEFICIARIES

Ineligible Beneficiaries include:

1. Casinos and gambling establishments
2. Organizations that are not considered part of the Tourism Industry, based on NAICS code, unless DED allows an exception as set forth in Section 5.1 of these Guidelines

## 6. ACTIVITIES

The Treasury guidance provides a number of eligible activities to aid the Tourism Industry. The Program is intended to aid the Tourism Industry through investment in asset development, focusing on assets delayed by the COVID-19 pandemic or developed in response to the pandemic or its negative economic impact.

### 6.1 ELIGIBLE ACTIVITIES

1. Upgrades to indoor and outdoor tourism, travel, and hospitality facilities. This can include COVID-19 mitigation and prevention measures as well as upgrades that were delayed due to the pandemic.
2. New indoor and outdoor tourism, travel, and hospitality facilities for which the planning, development, and/or construction were delayed due to the negative economic impact of COVID-19 (supporting

documentation tying the negative economic impact to the delay is required).

3. Rehabilitation, renovation, maintenance or costs to secure vacant or abandoned property to reduce their negative impact and position the property for current Tourism Industry uses.

## 6.2 INELIGIBLE ACTIVITIES

Program funds may not be used for the following activities:

1. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with the CDC's guidelines and recommendations for stopping the spread of COVID-19.
2. General infrastructure development projects, including roads, streets, and surface transportation infrastructure, unless the project responds to a specific COVID-19 pandemic public health need or a specific negative economic impact.
3. Generally, projects that are otherwise eligible for funding under other ARPA Programs in the State of Missouri may not be considered under this Program.
4. Tourism Industry marketing and/or projects for creation of marketing campaigns.
5. Treasury guidance states that large capital expenditures intended for general economic development or to aid the travel, tourism, and hospitality industries—such as convention centers and stadiums—are generally not eligible activities.

## 7. PROJECT BUDGET

Applicants will be required to submit a detailed budget narrative for the project outlining anticipated costs to be submitted for reimbursement through the period of performance of the proposed project.

### 7.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for allowable costs incurred on or after notification of award, and paid and submitted to DED for reimbursement by September 30, 2026.

### 7.2 MINIMUM AND MAXIMUM AWARDS

Individual grant amounts will be subject to the following limitations (County Tourism Level map):

**Category 1**

County Tourism Levels 1 – 5

Minimum per Project Award: \$250,000

Maximum per Project Award: \$2.5 million

**Category 2**

County Tourism Levels 6 – 8

Minimum per Project Award: \$1 million

Maximum per Project Award: \$3.5 million

**Category 3**

All counties not included in above County Tourism Levels

Minimum per Project Award: \$250,000

Maximum per Project Award: \$1.5 million

**7.3 ELIGIBLE COSTS**

Subrecipients<sup>1</sup> 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." 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. 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 200 of the Uniform Guidance that apply to this Program that are not repeated in full in these Guidelines.

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

Examples of allowable project costs are:

1. Construction, expansion, or renovation costs.
2. Paid professional services necessary for construction, expansion, or renovation, such as legal, architectural, engineering, etc.
3. Costs to rehabilitate, renovate, maintain, or secure legal title of vacant or abandoned properties

---

<sup>1</sup> Upon award, applicants are referred to as subrecipients under the State (Recipient).

4. Demolition or deconstruction of vacant or abandoned buildings, paired with lot improvement.
5. Other costs such as environmental assessment, appraisal, permits, and inspections.
6. COVID-19 mitigation measures such as touchless hand dryer installation, Plexiglas dividers, etc.
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 will require written justification as part of the budget narrative to include:

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 the proposed capital expenditure against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.

Additional information regarding these requirements 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. Any costs for services and activities if the Applicant did not follow applicable procurement requirements.

4. Any costs or activities related to a program or activities that undermines practices included in the CDC's guidelines and recommendations for stopping the spread of COVID-19.
5. Costs of ineligible activities (see [Section 6.2](#) 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 cost, applications that demonstrate the ability to provide matching funds greater than 50% will receive additional points in the scoring process. 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.

### 7.5.3 *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 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.

#### 7.6 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 list 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<sup>2</sup>;
8. The Applicant is an eligible entity listed in section 4.1 of these guidelines;
9. The proposed project includes eligible beneficiaries as outlined in section 5 of these Guidelines; and
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 will be awarded based on a score from highest to lowest within each Funding Category until all funds have been obligated from that category.

---

<sup>2</sup> 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.

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 reviewer.
2. Scores will be averaged to create one final score for each application.
3. Applications will be ranked within their respective Funding Category listed in section 3 of these guidelines by total score.
4. If two or more projects in the same Funding Category score the same, those application will be further ranked in the order completed applications were received. Projects will be awarded from highest to lowest until funds for each Funding Category are exhausted. If the eligible applications in a Category will not use up the available funds for that Category, DED will move the unused funds to another Funding 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 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 up to **60** days to submit complete applications (subject to the application cycle close date in Section 2 of these Guidelines).

#### 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.

### 9.3 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 company collaboration and economic impact.

#### 9.3.1 Project Overview Narrative

The Applicant's Project Overview must clearly articulate the following:

1. Identify eligible beneficiaries to benefit from the proposed project.

2. Provide information demonstrating that each eligible beneficiary was operating prior to the COVID-19 pandemic and was affected by required closures and other efforts to contain the pandemic.
3. Detailed plans for how the Applicant will reach and serve the identified eligible beneficiary(ies), including what eligible activities will be undertaken.
4. The number of beneficiaries projected to be served by the proposed project.
5. Specific, measurable, achievable, relevant, and time bound performance measures 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 will be required to 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 the following in place:

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

#### 9.3.5 Economic Impact Narrative

Local Tourism Asset Development projects should demonstrate economic impact. This should be illustrated in the following manner:

1. Projected Impact Data
  - a. Sales Tax Receipts (Based on Tourism-related NAICS)

- i. Projected total annual sales tax receipts generated from the project
  - ii. Projected Increase, by percentage, of annual county sales tax receipts generated by the project
- b. Visitors
  - i. Projected total annual visitors resulting from the project
  - ii. Projected increase, by percentage, of visitors resulting from the project
- c. Leisure and Hospitality employment
  - i. Projected total leisure and hospitality employment increase from the project
  - ii. Projected increase, by percentage, of county's leisure and hospitality employment generated by the project

## 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 the 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 /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, Subrecipients 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 the 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 a 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.



**APPENDIX A: SCORECARD**  
**LOCAL TOURISM DEVELOPMENT GRANT PROGRAM**

Criteria	Weight	Maximum Score
<b>1. Proposed Project Impact</b>		<b>35</b>
A. Beneficiaries Impacted and Served	15	
B. Economic Impact	20	
<b>2. Community Support</b>		<b>14</b>
Stakeholder Project Support	14	
<b>3. Applicant Experience and Capacity</b>		<b>31</b>
A. Budget and Timeline	6	
B. Matching Funds	15	
C. Financial Management	10	
<b>Total</b>		<b>80</b>

<b>1. Proposed Project Impact</b>		
<b>A. Beneficiaries Impacted and Served</b>	<b>Rating</b>	<b>Possible Points</b>
Provides quantitative data or information supported by the narrative that illustrates the negative impact on the project area's tourism economy caused by the pandemic. The department will compare 2019 and 2021 existing tourism related data as part of this score.		0-10
Provided specific, measurable, achievable, relevant, and time bound (SMART) performance measures that will be tracked to show that the proposed project serves the intended beneficiaries. Describe the mechanism used to track the outcome.		Yes - 5 PS - 3 No - 0
Beneficiaries Impacted and Served Points		0

<b>B. Economic Impact</b>	<b>Rating</b>	<b>Possible Points</b>
Applicant demonstrates the project will have significant economic impact quantitatively and qualitatively with multiple indicators including, but not limited to, increased tourism visitor numbers, increased tourism spending projections, and jobs created.	Superior	15-20
Applicant demonstrates the project will have significant economic impact quantitatively and qualitatively with at least one indicator including, but not limited to, increased tourism visitor numbers, increased tourism spending projections, and jobs created.	Satisfactory	10-14
Applicant demonstrates the project will have some level of economic impact quantitatively and qualitatively with at least one indicator including, but not limited to, increased tourism visitor numbers, increased tourism spending projections, and jobs created.	Marginal	5-9
Applicant demonstrates the project will have little to no economic impact quantitatively or qualitatively with indicators including, but not limited to, increased tourism visitor numbers, increased tourism spending projections, and jobs created.	Unsatisfactory	0-4
Economic Impact Points		0
<b>PROPOSED PROJECT IMPACT POINTS</b>		<b>0</b>

<b>2. COMMUNITY SUPPORT</b>		
<b>Stakeholder Project Support</b>	<b>Rating</b>	<b>Possible Points</b>
<p>The applicant includes support letters from the DMO, Mayor, and/or County Commissioners in the project area, not to exceed 5 letters.</p> <p>If a Destination Marketing Organization (DMO) serves the county in which the project is located, the DMO must provide a letter of support to receive points in this category.</p>		0-5
<p>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></p>		0-2
<p>The applicant includes support from additional stakeholders in the project area, not to exceed 5 submissions.</p>		0-5
<p>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.</p>		2
Stakeholder Project Support Points		0
<b>COMMUNITY SUPPORT POINTS</b>		<b>0</b>



### 3. APPLICANT EXPERIENCE AND CAPACITY

A. Budget and Timeline	Yes / Partial Submission / No	Possible Points
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
B. Matching Funds	Rating	Points Total
<b>Share of matching funds</b>		
Applicant qualifies for needs-based match.		10
Applicant has secured and provides a clear description of matching funds <b>of 70% or greater</b> of the total project cost, and documentation that they are secured.		10
Applicant has secured and provides a clear description of matching funds <b>60-69%</b> of the total project cost, and documentation that they are secured.		9
Applicant has secured and provides a clear description of matching funds <b>50-59%</b> of the total project cost, and documentation that they are secured.		8

Applicant provides a general description of potential matching funds that are <b>50% or more</b> of total project cost, <b>OR not yet secured</b> .		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
<b>Source of matching funds</b>		
Applicant match funds are derived from local sources.		0-5
Matching Funds Points		0
<b>C. Financial Management</b>	<b>Yes / Partial Submission / No</b>	<b>Possible Points</b>
The application thoroughly articulates that the Applicant has the following in place: <ul style="list-style-type: none"> <li>1. Roles, responsibilities, and experience of all individuals administering the grant;</li> <li>2. Appropriate accounting controls; AND</li> <li>3. Financial reporting systems.</li> </ul>		6-10
The application incompletely articulates that the Applicant has the following in place: <ul style="list-style-type: none"> <li>1. Roles, responsibilities, and experience of all individuals administering the grant;</li> <li>2. Appropriate accounting controls; AND</li> </ul> Financial reporting systems.		1-5

<p>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></p>		0
Financial Management Points		0
<b>APPLICANT EXPERIENCE AND CAPACITY POINTS</b>		<b>0</b>

TOTAL LOCAL TOURISM ASSET DEVELOPMENT GRANT SCORE:



**APPENDIX B: REQUIRED DOCUMENTATION  
LOCAL TOURISM ASSET DEVELOPMENT GRANT PROGRAM**

In preparation for application, 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.

<b>Requirement</b>	<b>Sources for Obtaining Information or Documents</b>
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 <a href="http://Missouri Business Filings (mo.gov)">Missouri Business Filings (mo.gov)</a>
Unique Entity ID from SAM.gov	If Applicant does not already have Unique Entity ID from SAM.gov, register to obtain one at <a href="http://SAM.gov   Entity Registrations">SAM.gov   Entity Registrations</a>
MO Tax ID Number	<a href="#">MO Tax ID Number</a>
Federal Employer Identification Number (FEIN)	<a href="http://IRS.gov">IRS.gov</a>
SAM II Vendor ID Number	<a href="#">Vendor Input Form</a>
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 <a href="http://No Tax due (mo.gov)">No Tax due (mo.gov)</a>
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, <a href="https://e-verify.uscis.gov/enroll">https://e-verify.uscis.gov/enroll</a>
Certification Regarding Debarment and Suspension and Other Responsibility Matters	<a href="#">Debarment and Suspension form</a>
Leadership and Ownership Information	<a href="#">Leadership and Ownership form</a>
Applicant Certification	<a href="#">Application Certification form</a>

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 <a href="#">here</a> .
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, documentation of project alternatives.

## B.2 LETTERS OF SUPPORT

Each grant submitted should include letters of support from multiple stakeholders. The following list includes minimum *recommended* stakeholder letters to include in the application:

- State Senator
- State Representative
- Member of Congress
- City elected leader (Mayor)
- County elected leadership (Presiding Commissioner)
- Major employers
- Other Community Leaders
- Local DMO

*Each letter should be customized by the stakeholder indicating how they will support the project and how they specifically believe the project will impact the community and beneficiaries. Letters should be dated within 6 months of the submission date.*

## B.3 TREATMENT OF CAPITAL EXPENDITURES

Any use of funds for a capital expenditure must comply with the capital expenditure requirements, 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. Treasury will require projects with total expected capital expenditures of \$1 million or greater to undergo additional analysis to justify their capital expenditure.

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

- A. Description of harm or need to be addressed: Recipients 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, recipients 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: Recipients 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: Recipients 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, recipients 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, recipients should compare the proposal against the alternative of improving existing capital assets already owned or leasing other capital assets. Recipients should use quantitative data when available, although they are encouraged to supplement with qualitative information and narrative description. Recipients that complete analyses with minimal or no quantitative data should provide an explanation for doing so.

## 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
--	--

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.

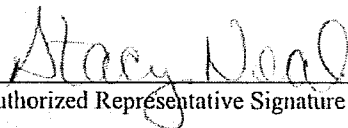
As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees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

## 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.

Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	Amount of Matching Funds						Total Budgeted Amount	Additional Comments regarding Match (Please provide additional detail, including if other state agency/other federal funds exactly what funding source is, for example: CDBG, HUD, DTAF, and NAP.)	
			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			
New Construction, Expansion, Renovation or use Conversion, (of buildings, parks and recreational facilities as well as sidewalks, crosswalks, straightlights and related)	Outfield synthetic turf - replacing grass field and expanding available days of use for facility; Concrete surfacing of gravel parking lot; Pan stand (audience seating) replacement; Electrical upgrades/heating/cooling; Locker Room Upgrades; Locker Room - Lockers	\$ 978,235.00	\$ -	\$ 1,404,265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,382,500.00	
Equipment and Furnishings - Purchase	Security system and Upgrades	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00	
Equipment and Furnishings - Purchase	Roof, Gutter and Downspout Replacement	\$ 102,500.00	\$ -	\$ 102,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
Architectural and Engineering Fees (including design services and construction inspection)	Architecture & Engineering Fees	\$ 131,250.00	\$ -	\$ 131,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262,500.00	
<b>Total Grant</b>		<b>\$ 1,286,985.00</b>	<b>\$ -</b>	<b>\$ 1,713,015.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,000,000.00</b>	
<b>Total Matching Funds %:</b>	Subrecipients will be required to provide match that corresponds to the matching percentage committed to in the application. Please contact DED's Grant Success Team with any questions.										
<b>Total Project Costs:</b>										<b>\$ 3,000,000.00</b>	